****

**City of Seattle**

**RFP No. SPU 3777**

**TITLE: Environmental Monitoring Services, Temporary Sites**

**Closing Date & Time: 8/02/17 at 4 PM Pacific**

**Table 1 – Solicitation Schedule**

|  |  |
| --- | --- |
| **Events** | **Date** |
| RFP Issued  | 6/28/17 |
| Optional Pre-Proposal Conference | 7/11/17 at 2:30 PM Pacific |
| Deadline for Questions | 7/26/17 |
| Sealed Proposals Due to the City | 8/02/17 at 4 PM Pacific |
|  Interviews, if conducted  | 8/14/17-8/18/17 |

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

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME***

***AND MUST BE AT THE LOCATION STATED IN SECTION 6***

**Mark the outside of your mailing envelope indicating RFP# SPU 3777**

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.

# PURPOSE AND BACKGROUND

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.

**Purpose:**

The objective of this “Environmental Monitoring Services” (EMS) is to provide a wide range of environmental monitoring services such as flow, water quality, sediment, aquatic habitat, fish & wildlife, and vegetation monitoring goods and services. These include services that are needed on an annual basis as well as shorter-term services whose need may arise from time to time. All of the services will be in support of City’s EMS needs.

The work covered by this Contract engage in a variety of DWW monitoring activities to assess systems performance, support capital planning projects, and provide regulatory compliance. Most if not all monitoring projects require proper field installation, operation, and maintenance of field monitoring equipment that collects measurement data.

Some works covered under this contract might be part of requirement of the City’s National Pollutant Discharge Elimination System (NPDES) permit from the Washington State Department of Ecology and some work may require applying for permit such as Hydraulic Project (HPA).

The selected Vendors are required to provide high quality performance resulting in producing high-quality products meeting the general business practice and all applied requirement, criteria, and guidelines. The vendor shall respond to service work requests initiated by the City to collect different environmental data and to assess, install, operate, and maintain City-owned and/or non-City-owned environmental monitoring equipment for a variety of projects requiring environmental monitoring information. Most of this environmental field work requires the willingness and ability of the vendor to perform service work in confined spaces such as, sanitary sewer and storm drain pipe and structures; creek sites; areas with fish & wildlife habitats; areas with dense shrubs and trees; and uneven surface terrain. Some of work requires entering pipes through street maintenance port access areas and employing personal protective gear. Vendor will be required to provide necessary safety training documents and certifications, and meet safety qualifications as required.

**Background:**

SPU operates and maintains the Drainage and Wastewater (DWW) system, which includes storm drainage, sanitary sewers and combined sewer systems (CSS). SPU engages in a variety of DWW monitoring activities primarily to assess systems performance, support capital planning projects, and provide regulatory compliance. The DWW monitoring projects require proper field installation, operation, and maintenance of field monitoring equipment that collects measurement data such as flow and other environmental bodies of work

All or some of SPU’s scope of work is an explicit requirement of the City’s National Pollutant Discharge Elimination System (NPDES) permit from the Washington State Department of Ecology.

In-order-to meet City’s environmental monitoring needs and the SPU scope of work, the vendors must provide highly accurate performance for data collection, analysis, and reporting that meet the general industry practice. The vendors also must meet any reporting criteria set by the Washington Department of Ecology and any other State or Federal agencies where applicable. The vendors are required to be able to follow the project(s) related scope of work that is provided by the Project Manager(s).

Other City Departments could use any vendor(s) selected by this Environmental Monitoring Services contract if/when they need to perform environmental monitoring.

 **Multi Awards:** With this solicitation, the City intends to award multiple companies. Regardless, the City reserves the right to make multiple or partial awards.

1. **SOLICITATION OBJECTIVES**

The City expects to achieve the following outcomes through this Environmental Monitoring Services blanket contract.

The objective of this solicitation is to provide a skilled and responsive vendor with experience in environmental monitoring goods and services through a successful contract. The City desires to get the best value for our rate payers while collecting quality data needed to fulfill Ecology and other state or Federal agencies requirements. The City would also like to obtain successful and significant women and minority-owned business (WMBE) participation in subcontracting work and diverse employment.

1. **MINIMUM QUALIFICATIONS**

The following are minimum qualifications and licensing requirements that the Vendors must meet to be eligible to submit a RFP response. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

1. The vendors must have at least 3 years of experience working as a primary vendor on any of the related tasks listed in the attached Environmental Monitoring Services Bid Items and reported to their clients and/or a regulatory authority.
2. The selected contracting firms must have at least 3 years of experience performing data analysis, data validation, data finalization, and reporting on any of the related tasks listed in the attached Environmental Monitoring Services Bid Items and that the collected data meets the quality level required for regulatory reporting to the State of Washington Department of Ecology or its equivalent.
3. The vendors must be able to respond for emergency service within 2 hours.
4. The vendors must be able to support the web-based system to view data in near-real time. Near-real time in this context means that data is refreshed from connected device every 12 hours, and uploaded from manual meters on a schedule mutually agreed upon by vendor(s) and the City. System must provide event alarming and notifications of equipment or communication failures. The system must be accessible to anyone with appropriate password and internet access and have ability to email or text alarm event notifications.
5. The vendors must have the ability to respond 24x7 to monitoring outages and restore data collection from non-functioning devices within 72 hours.
6. The vendors must have experience in the operation monitoring equipment such as dataloggers, pressure transducers, area velocity meters, hand held flow meters, automated water samplers, pH meters, conductivity meters, temperature and dissolved oxygen meters, fish electro shocker, pit tag readers, air monitoring meter, and GPS units among others.
7. The vendors must work with the City to use monitoring instruments that communicate to the City’s SCADA system.

The Vendor(s), if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the Vendor(s) is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid/response rejection.

Where required, the vendor shall submit a project specific health and safety plan for informational purposes to the City’s Safety Coordinator. The Safety Plan shall meet the requirements of the City of Seattle, the Washington State Department of Labor and Industries (WSDLI), OSHA, WISHA and other jurisdictional agencies and regulatory requirements. HAZ-MAT training for proper handling of potentially hazardous materials may also be required, depending on work tasks. The City’s review of the safety plan does not constitute approval. The vendor is solely responsible for ensuring worker safety training, personal protective equipment, safety equipment for confined space entry, and is in sole control of the flow monitoring site(s) when implementing work tasks under this contract. The vendor shall comply with the vendor’s safety requirements or the City’s safety requirements, whichever are more stringent. Confined space entry shall be in accordance with the City’s safety standards. The vendor shall provide a safety representative who shall be located on a full-time basis in Seattle to manage compliance with safe working procedures. Work may also occasionally need to be performed on private property. Private property is not to be damaged. Conditions of entry shall be pre‑arranged with the owner of the property by the vendor.

The vendor shall meet all equipment tracking, damage, and decommissioning requirements as outlined by the scope of work and Project Manager per project. Some but not all requirements are listed below:

* Equipment may be both new or used from the manufacturer or existing City owned equipment. All equipment provided by the City shall be tagged and inventoried by the vendor upon receipt, including tracking all serial numbers. The vendor shall establish a master tracking system to record all equipment activity, including maintenance, repair, warranty work, replacement, etc. by meter serial number, and these records shall be delivered to the City monthly. The system shall also record the installed site location, using maintenance hole ID or nearest cross-street/address so that the whereabouts of all the City assets are easy to retrieve. Any broken sensors requiring disposal must be tracked by sensor type and quantity if they don’t have serial numbers.
* Any City equipment in the custody of the vendors that is lost or damaged shall be promptly replaced at no cost to the City by the vendor. Equipment vandalized, lost or otherwise damaged due to circumstances beyond the control of the vendor (e.g. major storm surges in the system) shall be replaced at the discretion of the City and at no cost to the vendor. Equipment failures due to manufacturer’s defects and/or warranty repairs shall be processed by the vendor and sent to the factory for servicing.
* At the conclusion of each monitoring project, equipment shall be removed, cleaned and decontaminated by the vendors. The vendor shall test operation of all equipment and report findings to the City. All manufacturers’ recommendations and the City procedures shall be followed. Equipment shall be returned to the City in proper working order unless damage is documented to have occurred beyond the control of the vendor, and subject to normal wear and tear. The equipment tracking system shall be utilized to document all decommissioning and equipment return activities.
* Purchase and appropriate disposal of batteries and other consumables such as desiccants are a vendor responsibility. Battery disposal shall be in accordance with responsible environmental practices.
* The vendor is responsible for repairing all broken monitors as part of field service. Any repairs on intrinsically safe flow monitoring equipment require a technician certified to work on intrinsically safe equipment. If repairs on intrinsically safe equipment are made with a non-certified technician, the equipment’s intrinsically safety rating is compromised and the vendor will be responsible for replacing the compromised equipment. The vendor shall supply the City with proof that the technician repairing equipment is certified to work on intrinsically safe equipment.
* Wireless communications services and equipment shall be a vendor responsibility. Most utility owned flow monitoring equipment has wireless communication options. The vendor will be responsible for purchase of any necessary SIM cards and wireless services for data retrieval.
* The vendors shall meet due dates as specified and scheduled in the City service requests.
* All subcontractors must be approved by the City in writing and the City reserves the right to terminate any subcontractor at the City’s discretion.
* For work that is outside of regularly scheduled monthly tasks, the vendor shall create a purchase request describing the goods or services to be purchased with costs and submit to the City for review and signature before the work can commence.
* All vendor service work shall be performed within the City of Seattle operational area (essentially within City limits.) Much of this work shall take place in the Utility owned drainage, wastewater, and combined conveyance systems below City streets, within right-of-ways, or City parks. Work on private property or within County owned conveyance systems may also be required.
* Work may occasionally need to be performed on private property. SPU will obtain the right of entry and the vendor will coordinate access directly with the private property owner.
* The vendors are responsible for all appropriate permits and compliance to local, state, and national codes. The vendor must supply permits and other traffic documentation upon request. The vendor shall obtain vehicle permits directly from the appropriate transportation authority.

# LICENSING AND BUSINESS TAX REQUIREMENTS

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

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

**Seattle Business Licensing and associated taxes**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendors must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing: You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below.
11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

****

**State Business Licensing and associated taxes**

Before the contract is signed, you must have a State of Washington business license (a State “Unified Business Identifier” known as a UBI number#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>

1. **SPECIFICATIONS and SCOPE OF WORK**

The vendor may be requested to provide the following services:

1. Conduct field physical assessments and provide field documentation of proposed environmental monitoring sites to assist City staff in selecting appropriate locations. This may frequently require confined space entry.
2. Recommend environmental monitoring equipment and installation requirements to provide best results for site specific conditions.
3. Install environmental monitoring equipment includes flow meters, automatic water samplers, in-line sediment samplers, and multi-parameter water quality continuous monitoring instruments. Monitoring equipment may be installed in sanitary, combined, or storm sewers; and in creeks, lakes, or other bodies of water.
4. Operate various environmental monitoring equipment includes but not limited to area velocity meters, dataloggers, pressure transducers, fish counting equipment, and other environmental monitoring equipment as required. Vendor must be able to install and operate intrinsically safe flow monitoring instruments where required. The equipment installed and maintained by the vendor must measure parameters such as depth and velocity within accuracy limits acceptable to SPU.
5. Inspect, operate, maintain and document maintenance activities associated with environmental monitoring equipment, monitoring communication equipment, and monitoring site physical locations. This may involve visual or video inspection, clean-up, addressing surcharges or changed conditions, as well as routine maintenance activities. Equipment should be maintained in accordance with manufacturer recommendations, to include, but not limited to battery replacement, desiccant replacement, sensor cleaning, calibration check, etc.
6. Install, set up, and test remote communications equipment for some environmental monitoring equipment.
7. Attend status meetings with City staff as needed to provide input and coordination of field monitoring activities.
8. Retrieve measurement data from monitoring equipment on a scheduled routine basis (remotely and at station sites) and provide data in a secure electronic form to City staff.
9. Review measurement data, recognize and identify abnormalities in data, and provide site-specific monitoring service to correct problems.
10. Deliver and finalize raw data and deliver to City staff in electronic format within agreed times period with City staff beforehand.
11. Repair environmental monitoring equipment or arrange for their repair as needed.
12. Remove/reinstall environmental monitoring equipment temporarily.
13. Remove and refurbish environmental monitoring equipment after data collection is complete.
14. Secure all necessary permits that may be required to establish environmental monitoring stations or to implement traffic control plans in compliance with local code. Maintain necessary documentation of all required regulatory compliance, and to be able to produce documentation when requested.
15. Implement traffic control plans in compliance with local code for related monitoring field activities.
16. Collect sediment grab samples and measure sediment depth in catchments that require confined space entry.
17. Measure sediment depths in sedimentation basins or surface water facilities/structures under both dry and inundated conditions**.**
18. Perform monitoring activities such as collecting water and sediment samples, collecting environmental data using handheld meters, or delivering collected samples to laboratories for analysis. Follow all appropriate Standard Operating Procedures (SOPs) and Quality Assurance Assessment Programs (QAPPs) for sampling activities
19. Measure and record stream discharge at various creek sites during high flow periods by collecting manual stage and velocity measurements to calculate flow
20. Automatic Water Sampler - Prepare for Installation includes calibration, programming, and testing. Use GN bid item, "Initial Site Reconnaissance" for pre-installation visit.
21. Automatic Water Sampler – Installation includes site visit and preparing "Monitoring Site Report" for site set-up documentation. This may also require Confined Space Entry.
22. Automatic Water Sampler - Maintenance and Sample Collection includes site visit and up to 72 hours of sampling, and sub sampling up to 15 sample containers, completion of data forms, and chain of custody documentation.
23. Deliver samples to analytical laboratory chosen by City staff.
24. Automatic Water Sampler - Removal includes decommissioning at the site.
25. Multi-parameter Water Quality Monitoring Device - Prepare for installation includes calibration, programming, and testing.
26. Water Quality Measurements - In Situ Readings from Hand-held Devices - With Boat
Includes testing and calibration of device and completion data forms and delivering data in a secure electronic form to City staff.
27. Water Quality Measurements - In Situ Readings from Hand-held Devices - Without Boat Includes testing and calibration of device and completion data forms and delivery of data in a secure electronic form to City staff.
28. Water Quality Measurements - In Situ Readings from Hand-held Devices - In Well/Piezometer - Includes testing and calibration of devices delivery of data in a secure electronic form to City staff.
29. Grab Sampling of Water - In Surface Water Body - With Boat
Includes sampling up to 15 sample containers, completion of data forms, and chain of custody documentation. Sample delivery to analytical laboratory is a separate bid item.
30. Grab Sampling of Water - In Surface Water Body - Without Boat
Includes sampling up to 15 sample containers, completion of data forms, and chain of custody documentation and delivery of samples to analytical laboratory selected by City staff.
31. Grab Sampling of Water - In Catch Basins or Other Structures (includes wells and piezometers) - Includes any coordination with City staff plus up to 15 sample containers, completion of data forms and chain of custody documentation. Confined space entry and sample delivery to analytical laboratory are separate bid items.
32. Grab Sampling of Hyporheic Water for Bioassays - Includes filling up to 15 sample containers, completion of data forms, and chain of custody documentation. This also includes the equipment such as pump and other items to finish this task and delivery of samples to analytical laboratory selected by City staff.
33. Beach Seining and Gill Net Survey includes completed survey forms.
34. Benthic Macroinvertebrate Survey includes completed survey forms.
35. Fish Migration Survey includes completed survey forms and mobile and stationary monitoring (PIT tag, acoustic tag, VEMCO tag).
36. Fish Passage Barrier Assessment Survey includes completed survey forms and following Washington Department of Fish and Wildlife (WDFW) protocol.
37. Pre-spawn Mortality Survey to assess fish habitat use, assemblages, and movement. This includes completed survey forms and meeting client protocol.
38. Salmon Spawning and Redd Survey includes completed survey forms and meeting client protocol.
39. Snorkel Survey to assess fish habitat use, assemblages, and movement. This also includes completed survey forms and meeting client protocol.
40. Stream Habitat Survey to assess quality of salmon spawning habitat includes completed survey forms and meeting client protocol.
41. Water Typing Classification Survey includes completed survey forms and meeting client protocol per WAC.
42. Electrofishing - Fish Tagging: Activities are per client protocol.
43. Electrofishing and Netting - Fish Relocation: Activities are per client protocol.
44. Installing, maintaining, and monitoring Smolt Traps and completion monitoring forms.
45. Beaver Activity Monitoring includes completed monitoring forms. This does not include Beaver dam alteration and beaver relocation.
46. Sampling of Soil Stockpiles or Sweeping Solids Spoil Pile includes coordination with City staff and up to 5 sub-samples homogenized & disseminated into up to 5 separate containers, and completion of data forms and chain of custody documentation.
47. Sampling of Sediments/Solids - In Excavations, Catch Basins or Other Structures includes coordination with City staff and up to 5 sample containers, and completion of data forms and chain of custody documentation.
48. Sampling of Sediments/Solids - In Excavations, Catch Basins or Other Structures includes coordination with City staff and up to 5 sample containers, and completion data forms and chain of custody documentation.
49. Grab Sampling of Sediments/Solids - In Ditches or Streams includes up to 5 sample containers, and completion of data forms and chain of custody documentation.
50. Grab Sampling of Sediments/Solids - In Green Stormwater Infrastructure includes up to 5 sample containers, shallow digging up to 36" deep with hand tools, completion of data forms, and chain of custody documentation.
51. In-line Sediment Trap – Installation includes site visit. Client provides sediment trap. This may require Confined Space Entry.
52. In-line Sediment Trap - Maintenance and Sample Collection includes site visit and up to 5 sample containers, completion of data forms, and chain of custody documentation.
53. In-line Sediment Trap – Removal includes decommissioning at the site. This may require Confined Space Entry.
54. Sampling of potentially hazardous water and/or sediment samples from maintenance holes and tanks, using appropriate safety procedures and the City’s Standard Operating Procedures (SOPs) for chain of custody forms and other procedures as needed.
55. Post-construction Monitoring for Plant Establishment includes completed survey forms.
56. Riparian Vegetation Habitat Survey includes completed survey forms.
57. Optimization of site configuration, includes verification of data quality during storm events with pictures, data analysis, and field investigation to determine better monitoring locations.
58. Provide some analysis/interpretation of environmental monitoring results; for example, whether the flow monitoring indicates the presence of unanticipated I&I.
59. Collect survey elevations at monitoring sites for sensor, staff gage, crest gage, and creek banks and other locations.
60. Provide field labor for as needed field monitoring services not previously defined – normal working hours (hourly/worker.)
61. Provide 24/7 response to investigate monitoring problems or in response to storm events – after working hours (hourly/worker.)
62. Write reports to summarize work and results for monitoring projects.
63. Write Standard Operating Procedures (SOPs) and Quality Assurance Project Plans (QAPPs) for environmental monitoring activities.

**Contract Term**: This contract shall be for a one (1) year period, with options to extend for four (4) additional years in one year increments. An affidavit will be required at the end of the contract period and a new intent filed at the beginning of the new contract extension. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.

**No Guaranteed Utilization**: The City does not guarantee utilization through any resultant contract. The solicitation may provide estimates of utilization solely to help Vendors prepare their proposals; and does not serve as a guarantee of usage. The City reserves the right to multiple or partial awards, and/or to order greater or less quantities based on City needs. The City reserves the right to use other appropriate contract sources to obtain these products or services, such as State of Washington Contracts. The City may also periodically re-solicit for new additions to the Vendor pool, to invite additional Vendors to submit proposals or proposals for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

* If the City awards multiple contracts to form a vendor pool, this RFP established competition compliant to City competitive proposal laws; the City Project Manager may place an order with any pool vendor or may solicit multiple quotes to select among the pool vendors. If departments request quotes, the Vendors must use the costs and hourly rates in the contract.

**Contact Expansion**: Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the proposal reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately propose, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of proposal or else was mentioned as a possibility in the proposal (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer 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 Buyer.

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 proposal, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

**Limits of Sales to Authorized Products and Services:** Vendor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Vendor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Vendor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Vendor payments on “hold” for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

**Vendor Usage Reports**: The City may request that the Vendor provide reports of purchases made by the City during the contract term. Within 10 business days of a request, the Vendor will supply the City a report in the requested format. The report must be clearly titled (Company name, contact information, dates of report period). The Vendor will provide, upon a request by the City, information sorted according to the City request, which may include: invoice specific detail or summary detail, by item name, by the user name (the department customer placing the order), by City Department, and date or order.

**Trial Period and Right to Award to Next Low Vendor:** A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may cause the immediate cancellation of the contract. If dispute or discrepancy as to the acceptability of product or service occurs, the City’s decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

**Background Checks and Immigrant Status**

Background checks may be required for workers that will be performing the standard environmental monitoring work under this contract. Any vendor staff who service sites located on school district or private property may be required to provide background checks to the City prior to any visits. The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>

**Schedule, Orders, Delivery**

**Order Desk:** The vendorshall provide a telephone service or “order desk” to receive calls from City departments for advice or assistance, recommendations on products, parts, and repairs, and for receiving and processing of phone orders. The Order Desk shall be available from 8:00a.m to 5:00 p.m. all business days except City holidays. If your standard operating hours are otherwise, notify the RFP Coordinator (Buyer). Depending on the operating needs of the Department, hours that are similar to, but not exactly the same as the 8-5 schedule may be accepted by the City as compliance to this requirement. Any off hours staffing requirements are addressed in the scope.

**No Minimum Order:** There shall be no minimum order quantity for this contract.

**Warranty:**  The Vendor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a minimum of ninety (90) days after the date of final acceptance and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.

**Right to Replace Products & Product Discontinuance:** In the event the manufacturer discontinues or replaces a product, Vendor may request the City substitute a new product or model on the contract. The City may allow the Vendor to provide a substitute product, upon confirmation that the product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

**Prohibition on Advance Payments:**The City does not accept requests for early payment, down payment or partial payment, unless Proposal Submittal specifically allows such pre-payment proposals or alternates within the RFP process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

**Environmental Standards**: Unless notified otherwise by the Vendor, products bid will be considered complaint to USEPA Standards. See <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

**Independent Contractor:**

The Vendor shall work as an independent contractor. Although the City provides responsible contract and project management, such as managing deliverables, schedules, tasks and contract compliance, this is distinguished from a traditional employer-employee function. This contract prohibits vendor workers from supervising City employees, and prohibits vendor workers from supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

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

The City will not provide space in City offices for performance of this work. Vendors must perform work from their own office space or in the field, as appropriate to the work.

**Prevailing Wage Requirements:** This contract is subject to prevailing wages per RCW 39.12 (Prevailing Wages on PublicWorks) and RCW 49.28 (Hours of Labor) as amended or supplemented. Contractor is responsible for compliance by the Contractor and all subcontractors. Any Offer must be sufficient to pay prevailing wages, and vendor costs associated with filing of Intents and Affidavits, including filing of one or multiple Intents and Affidavits as required by the Department of Labor & Industries. Contractor and any subcontractor shall pay no laborer, worker or mechanic less than the prevailing hourly wage rates in effect at the time of bid opening for worker classifications provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

Filing Intents: The awarded Contractor and all subcontractors must file Intent to Pay Prevailing Wage Form(s) concurrent to contract execution and as otherwise required.

1. Before you file your intent, you need certain information from the City Buyer: City Contract Number and Contract Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed. For Blanket Contracts with as needed maintenance work, you also need an estimate of total work orders and locations. The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval. The Contractor shall require every subcontractor to file an Intent as well.
2. File on-line at <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer. Contractor shall notify the Buyer once Intents are filed by the Contractor and all subs.
3. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
4. In certain situations, the Intent is required but the wages may be exempt. The Vendor may indicate they qualify for an exemption to wages for:
	1. Sole owners and their spouse.
	2. Any partner who owns at least 30% of a partnership.
	3. The president, vice-president, and treasurer of a corporation if each own at least 30% of the corporation.
	4. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
5. Prevailing Wage rates in effect at the time of bid opening are to be used. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
6. It is the sole responsibility of the Contractor to assign the appropriate classification and associated wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
7. With each invoice, attach or write a statement that wages paid were compliant to Prevailing Wage rates, including the Contractor and any subcontractors.
8. Upon contract completion, file Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).
9. For jobs above $10,000, Contractor must post the Intent Form for employees’ inspection, including the list of the labor classifications and wages for the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
10. If a dispute arises about prevailing wages and it cannot be solved by the parties, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. The Director’s decision is final, conclusive and binding. If the dispute involves federal prevailing wage, the matter shall be referred to the U.S. Secretary of Labor for a decision and the Secretary’s decision is final, conclusive and binding.

**Prevailing Wage rate changes for Maintenance or Service Contracts greater than one year in duration:**

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

**Paid Sick Time and Safe Time Ordinance**

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

1. **INSTRUCTIONS AND INFORMATION**

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

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

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

Jason Edens

206-733-9583

Jason.edens@seattle.gov

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

Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City RFP Coordinator. The RFP Coordinator will send out information to responding companies as decisions are concluded.

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

**Pre-Proposal Conference:** The City shall conduct an optional pre-proposal conference on the time and date in page 1, at the Seattle City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Proposers are highly encouraged to attend but not required to attend to be eligible to submit a proposal. The meeting answers questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

Those unable to attend in person may participate via Skype. Please see the following information:

🡪 [Join Skype Meeting](https://meet.seattle.gov/jason.edens/PY80TZCB)

Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/jason.edens/PY80TZCB?sl=1)

Join by phone

206-386-1200, access code: 9038673 (US) English (United States)

844-386-1200, access code: 9038673 (US) English (United States)

[Find a local number](https://dialin.seattle.gov?id=9038673)

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

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

**Bid Blog:** Our website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an “RSS Feed” on our new Blog (titled “The Buy Line”). This is optional; it is for your convenience and recommended for those companies familiar with RSS technology. The RSS Feed technology provides alerts for updates, including addenda, or information posted on our blog for the solicitation you are interested in. <http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing>

**Receiving Addenda and/or Question and Answers:** The City Buyer will try to provide you notices, either through the RSS Feed or direction e-mail courtesy announcements, that changes or addendums have been posted on our website.

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

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

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

## Submittal Requirements: This section details City procedures for submittal.

1. Number all pages sequentially. The format should follow closely that requested in this RFP.
2. The City may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for evaluation.
3. The response should be in an 8 1/2” by 11” format. Non-recyclable materials are strongly discouraged. Proposers are encouraged to “double side”. If there are page limitations, one side of a printed page is considered one page.

**Late Submittals:** Proposers have full responsibility to ensure the response arrives at the City within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the City Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or CPCS may accept the package and make a determination as to lateness.

**Hard Copy Submittal:** Submittal Requirements. One (1) original unbound, four (4) copies, and one (1) electronic CD copy of the response must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended. Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City.

|  |  |
| --- | --- |
| **Physical Address (courier)** | **Mailing Address (For US Post Office mail)** |
| City Purchasing and Contracting Services DivisionSeattle Municipal TowerSuite 4112700 Fifth AvenueSeattle, Washington, 98104 | City Purchasing and Contracting Services DivisionSeattle Municipal TowerP.O. Box 94687Seattle, Washington, 98124-4687 |

Table 2: Hard Copy Submittal Addresses

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the CPCS Buyer Name, RFP title and number. If packages are not clearly marked, the Proposer has all risks of the package being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.
3. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer.
4. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
5. Please double-side your submittal.

**No RFP Opening – No Reading of Prices**: The City does not conduct a bid opening for RFP responses.

**Offer Form:** Proposer shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices FOB Destination. All prices shall be in US Dollars.

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

**Partial and Multiple Awards:** Unless stated to the contrary in the Scope of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Proposers are to prepare proposals given the City’s right to a partial or multiple awards. If Proposer is submitting an “All” or “None” offer such offer must be clearly marked as “All” or “None”. Further, the City may eliminate an individual line item when calculating award, to best meet the needs of the City, if a line item is not routinely available or is a cost that exceeds the City funds. For Proposals, the City may negotiate with the successful Proposer, to finalize the work and specifications consistent with the objectives of the RFP.

**Taxes:** The City is exempt from Federal Excise Tax. Washington state tax, use tax if any, and local sales tax will be added onto the resultant Contract cost, although will not be used in evaluation of costs.

## Interlocal Purchasing Agreements: This is for information only and is not be used to evaluate candidates. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. **SMC 20.60.100 also allows non profits to use these agreements.**The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

## Contract Terms and Conditions: Vendors are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Vendor to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements. Submittal of a proposal is agreement to comply without exception, unless modified by the City. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

**Negotiations:** Nothing herein prohibits the City from opening discussions with the highest ranked apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, to align the proposal or the contract to best meet City needs within the scope sought by the RFP.

## Effective Dates of Offer: Offer prices and costs in Proposer submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the Buyer prior to the proposal due date.

**Prompt Payment Discount:** On the Offer form or in submittal, the Proposer may state a prompt payment discount term, if the Proposer offers one to the City. A prompt payment discount term of ten or more days will be considered in evaluation.

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

## Proposer Responsibility: It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers 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.

**Prohibited Contacts:** Proposers shall not interfere in any way to discourage other potential and/or prospective Proposers from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the City Purchasing Manager, the Proposer that initiates such contacts may be rejected from the process.

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

**Changes or Corrections in Proposal Submittal:** Prior to the submittal closing date and time, a Vendor may change its proposal, if the change is initialed and dated by the Vendor. No change shall be allowed after the closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the City’s published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form, it must be made in pen, initialed, and be clear in intent. Do not use white-out.

**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.

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

## Rejection of Proposals and Rights of Award: 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.

## Incorporation of RFP 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.

## 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 bid package includes a “Vendor Questionnaire” which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

**Women and Minority Opportunities:** The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Proposers agree to SMC Chapter 20.42

.

## Insurance Requirements: Insurance requirements in Attachment #1 are mandatory. If none, then Contract requirements apply. If formal proof of insurance must be submitted to the City before execution of the Contract, the City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

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

## Proprietary Materials

## The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

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

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

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

## Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by City Purchasing (see attached Form as part of the Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please make your request through the City of Seattle’s Public Records Request Center at [www.seattle.gov/public-records/public-records-request-center](http://www.seattle.gov/public-records/public-records-request-center).

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



**No Gifts and Gratuities:** Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a bid you plan to submit. 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 the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

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

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

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

**Campaign Contributions (Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or polly.grow@seattle.gov.

1. **OFFER SHEET AND MANDATORY SUBMITTALS**

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

1. **Cover letter (optional)**
2. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” Name, or a Nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>
3. **Minimum Qualifications: This is a mandatory submittal.** Provide a document of sufficient length or on the form embedded below to indicate Vendor compliance to the Minimum Qualifications. Describe exactly how you achieve each minimum qualification. The determination you have achieved all the minimum qualifications is made from this or similar document alone and therefore the Buyer is not obligated to check references or search other materials in your proposal to make this decision.

****

1. **Vendor Questionnaire: This form is mandatory.** Submit this questionnaire, even if you have submitted one to the City on previous solicitations or contracts.



1. **Technical Response**: **This is a mandatory submittal**. Elements of this response will be scored or ranked by the Evaluation Committee.



1. **Offer Sheet**. **This is a mandatory submittal.**



**Submittal Checklist**

This checklist is for your convenience only and does not need to be submitted with your proposal. This checklist summarizes each form or other information required to complete and submit your proposal package to the City.

|  |  |
| --- | --- |
| Cover Sheet |  |
| Legal Name |  |
| Minimum Qualifications Page | Mandatory  |
| Vendor Questionnaire | Mandatory |
| Technical Response | Mandatory |
| Offer Sheet | Mandatory |

## EVALUATION PROCESS

**Step #1: Initial Screening**: **Minimum Qualifications and Responsiveness**: City Purchasing shall first review submittals to determine responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications for those specifications upon which the Proposer is submitting, a responsive and responsible Inclusion Plan, and other elements of responsiveness will be screened in this Step.

**Step #2: Proposal Evaluation:** The City will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

**Specifications**: The City will evaluate each Vendor’s compliance with the specifications and other bid requirements in the RFP in the following manner:

Technical Response A = 80 points

Technical response B = Each category will be reviewed in consideration of materials submitted, and proposers will be accepted or rejected for those work categories dependent on qualifications provided.

**Step #3: Pricing**: Labor Category items on price sheets shall then be calculated for award. Labor Categories will be evaluated in the following fashion.

Offer Sheet / Pricing (maximum of 20 points) – To be evaluated using the bid offer sheet items. Additional pricing will be informational only.

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

**Step #5: Selection:** The City shall select the highest ranked Proposer for award, or may consider a combination of awards at the option of the City.

**Step #6: Contract Negotiations:** The City may negotiate elements of the proposal as required 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 Steps**: If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. 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.

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

**Substantially Equivalent Scores**: if the top two Vendors receive the substantially equivalent scores, the contract will be awarded to that Vendor who, in the opinion of the City, best meets the City needs.

**9. AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

The RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation.

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

**Limited Debriefs:** The City issues results and award decisions to all proposers. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

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

If the Vendor was allowed to request exceptions in the instructions and chose to do so, the City will review and select those the City is willing to accept. There will be no discussion on exceptions. Once the Contract is formulated, the City may identify proposal elements that require further discussion to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided only 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may cause Proposer disqualification for future solicitations for this product/service.

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

* Seattle Business License is current and all taxes due have been paid.
* State of Washington Business License.
* Certificate of Insurance (if a hard-copy is required by the specifications)
* Intent to Pay Prevailing Wages (for prime and any subcontractors)

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

****

**Attachments**

For convenience, the following documents have been embedded in Icon form within this document. (**Double click on Icon to open**).

**Attachment #1: Insurance Requirements**

****

**Attachment #2: Contract or Terms & Conditions**



### Prevailing Wage Rates for King County & Benefit Code Key (MM DD, YYYY Wage Publication must be used)

To receive prevailing wage rates you may do the following:

* To download the rates, go to [**https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx**](https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx)
* A copy is available for viewing in City Purchasing Office
* Upon request, a hard copy may be sent to you.