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**RFP No. CL0-5192**

**TITLE: Skagit Hydroelectric Project Debris Removal Vessel Replacements**

**Table 1 – Solicitation Schedule**

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| --- | --- |
| **Events** | **Date** |
| RFP Issued  | 10/12/2020 |
| Optional Pre-Proposal ConferenceVia WebExPhone: 206-207-1700 or 408-418-9388Meeting Number: 146 982 3845 | 10/21/202010AM PT |
| Deadline for Questions | 10/26/2020 2PM PT |
| Sealed Proposals Due to the City | 11/12/2020 3PM PT |

*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# CL0-5192**

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

**Purpose:**

To replace two (2) Debris Removal Vessels at the Seattle City Light (SCL) Skagit Hydroelectric Project. These vessels are utilized to remove Lake Debris and transport (tow) large debris bags to staging areas on both Diablo and Ross lakes. The Vessels shall have the ability to be trailered out of the water and will include a trailer for that purpose. Initial Inspection Delivery will be to the Fleet and Mobile Equipment at the SCL South Service Center 3613 4th Ave S, Seattle, WA 98136. Final delivery, final sea-trials, and operator/technician training will be at SCL’s boat house on Diablo Lake in Whatcom County.

**Background:**

Seattle City Light operates and maintains several Hydroelectric Dams in Washington State. Removing debris such as logs, branches, and brush that come down river is critical to insure power generation dependability.

**Single Award:** With this solicitation, the City intends to award one contract to one vendor.

1. **SOLICITATION OBJECTIVES**

The City expects to achieve the following outcomes through a new contract.

1. Design and build two (2) debris removal vessels to support the debris removal program.

2. Supply a vessel that will meet the daily demands for debris removal at an altitude of 1400+ feet.

3. Build quality vessels with an expected service life expectancy of 25+ years.

4. Supply vessels of high quality at a competitive price that will best support the SCL debris removal program.

5. Provide local service and support after the purchase to support the vessels and trailers purchased. A service facility shall be within 100 miles of the Newhalem WA. Skagit Hydroelectric Maintenance Facility located in Whatcom County on Hwy 20.

1. **MINIMUM QUALIFICATIONS**

The following are minimum qualifications and licensing requirements that the Vendor must meet to be eligible to submit a RFP response. Proposals from Vendors that do not meet these minimum qualifications shall be rejected by the City without further consideration. Please fill out the Minimum Qualifications Chart on page 22 of this RFP and submit with your proposal. This is a mandatory submittal, or you will be found non-responsive:

1. Vendor is required to have been in business of manufacturing and building aluminum boats for a minimum of five (5) years.

 2. A full-time complete parts and service facility offering factory authorized service technicians with a parts supply adequate to perform complete repairs is required. Provide support documentation with bid proposal. Vendors facility must be within a 100-mile radius of the:

Newhalem Maintenance Facility

500 Newhalem St.

Newhalem, WA 98283

The Vendor, if other than the manufacturer, shall provide upon request a current, dated, and signed authorization from the manufacturer that the Vendor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer’s authorization upon request will result in bid/response rejection.

# LICENSING AND BUSINESS TAX REQUIREMENTS

This solicitation and resultant contract may require additional licensing. The Vendor 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 Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

**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, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor 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 [www.seattle.gov/self](http://www.seattle.gov/self).
7. For Questions and Assistance, call the License and Tax Administration office which issues business licenses and enforces licensing requirements. The general e-mail is tax@seattle.gov. The main phone is 206-684-8484.
8. The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
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.
12. A hard copy version of the Seattle Business license application can be found at <http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

**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, permits 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>

**Permits**: All permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

1. **SPECIFICATIONS and SCOPE OF WORK**

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**CITY’S REPRESENTATIVE**

Upon contract award the City will provide Vendor with the name and contact information for Seattle City Light’s designated representative and provide a list of additional SCL Representatives who are authorized to make shipyard visits.

The City will designate SCL Fleet Manager Rick Haggard as the Owner’s Representative (OR) for the purpose of acting on the City’s behalf in all matters related for the work under the contract, except as hereinafter specified.

**PROPOSER’S REPRESENTATIVE**

Vendor shall provide with its proposal names, addresses, and phone numbers of primary and alternate representatives.

Vendor’s representative shall function as the primary point of contact, shall ensure supervision and coordination and shall take corrective action as necessary to meet contractual requirements.

Vendor’s representative, or designee, shall be available at all times during normal working hours throughout the term of the contract.

**PRE-CONSTRUCTION MEETING**

Prior to commencement of fabrication of the vessel, and within Three (3) weeks of contract execution, it will be the responsibility of the Vendor to arrange a Pre-Construction Meeting at their facility. The Vendor shall allow a minimum of one (1) working day, not counting travel time.

**NOTICE TO PROCEED AND PROGRESS OF WORK**

1. Production Schedule
The Vendor shall furnish the City, at the Pre-Construction Meeting, a Final Master Construction Schedule showing the order in which the Vendor proposes to carry on the work, the dates in which the Vendor will start the various phases of work and the contemplated dates for completing such work. The schedule shall be in the form of a progress chart of suitable scale and format to permit continuous updating and serve as a production progress report which shall be submitted to the OR whenever a request for payment is made, or on a monthly basis as specified by the OR. The production schedule shall show, at a minimum, the work tasks as indicated in the specifications.
2. Equipment to be Furnished
At the Pre-Construction Meeting the Vendor shall also present final detailed information of all equipment to be furnished as part of the vessel build. The Vendor is to demonstrate that the equipment to be used meets the specifications.
3. Equipment Schedule
The Vendor shall also furnish the City, at the Pre-Construction Meeting, a final equipment schedule in the form of a tabulated chart. Thereafter, the updated schedule shall be submitted to the OR on a monthly or more frequent basis as specified by the OR. That chart shall indicate at a minimum: the item description, the quantity ordered, the date planned to order, the date actually ordered, the purchase order number, the expected delivery date, the date received at the yard, the supplier name, and the invoice number. Any subcontractor work shall be considered as part of the equipment schedule.
4. Labor Incurred Cost Report
The Vendor shall provide the City, at the Pre-Construction Meeting, a labor incurred cost report showing, at a minimum, engineering, administrative and direct labor expenses. The direct labor cost shall be broken down and reported in a format to be determined prior to contract award. Thereafter, an updated labor incurred cost report shall be submitted to the OR on a monthly or more frequent basis as specified by the OR.
5. Notice to Proceed
Upon compliance by the Vendor with the requirements of the Pre-Construction Meeting and as specified in subparagraphs “A” through “D”, above, the City will give the Vendor Notice to Proceed with the construction of the vessel by facsimile message, telex, cable, or other form of written communication. Until receipt of this notice, the Vendor shall not incur construction cost under the contract.
6. Construction Period
The schedules and report specified above on paragraphs “A”, “C” and “D” shall be submitted whenever a request for payment is made.
7. Completion
The City will use the previously specified schedules and reports as an aid in determining, under the Default or Termination Clause, whether the Vendor is planning the contract work to insure its completion within the specified time or the contract, and whether the Vendor is executing said work with such diligence as will insure its completion within the specified time. The schedules and reports will also aid in determining if the equipment and materials used are new and unused, and for the review of progress payment requests.
8. Inspection
The inspection of work in progress will be performed by Seattle City Light, OR, or other authorized representative(s) from Seattle City Light. Deficiencies noted during inspection shall be corrected immediately. Failure to correct the defects shall be considered a material breach of this contract.

Inspections will be performed at the following milestones:

* + 1. Pre-construction meeting
		2. Hull construction complete
		3. Engines and drivetrain installed
		4. House and deck complete
		5. Paint complete
		6. On-site sea trial approval authorization

**MATERIALS AND WORKMANSHIP**

The Vendor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

**LIENS, CLAIMS AND ENCUMBRANCES**

All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the City requests, a formal release of same shall be delivered to the City.

**INSPECTION AND REJECTION**

The initial vessel/trailer inspection shall be performed at the SCL South Service Center equipment maintenance facility prior to being delivered at the Diablo Boat House in the Skagit Hydroelectric Project located on the North Cascades Hwy. 20.

**PRIMARY DELIVERY INSPECTOIN IN SEATTLE.**

The City’s inspection of all materials and equipment upon delivery is for the sole purpose of identification and contractual compliance. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the City will promptly notify the Vendor thereof. Without limiting any other rights, the City at its option, shall require the Vendor to:

* Repair or replace, at Vendor’s expense, any or all of the damaged goods,
* Refund the price of any or all of the damaged goods, or
* Accept the return of any of all of the damaged goods.

**FINAL DELIVERY TO THE SKAGIT DIABLO LAKE BOATHOUSE**
Final delivery of the vessel shall be made during normal work hours, 8:00 a.m. – 4:00 p.m., Tuesday through Thursday, at the City’s Skagit Hydroelectric Facility, Diablo Lake Boathouse. It is the vendor’s responsibility to transport the vessel to the lake and launch it. All vendors that visit the Skagit Hydroelectric facilities are required to provide their own company Job Hazzard Analysis and submit it to the Skagit Safety Specialist for approval prior to arriving. A Skagit work request form will also need to be filled out and submitted for approval prior to visiting the Skagit work sites. Special attention will also be required to follow all SCL Covid-19 guidelines which shall be provided to any visiting vendors. The CO will assist vendors in meeting Compliance Standards.

**REPAIR FACILITIES**

Vendor shall provide a list of authorized factory repair facilities within 100 miles of the Newhalem Maintenance Facility, 500 Newhalem St., Newhalem, WA 98283, which will honor the warranty of items on contract. Exception: City-furnished equipment. The list will include the facility (ie), name, address, telephone number and contact person. Documentation showing the qualifications of each facility in addition provide factory trained and factory authorized maintenance technician documentation.

All service and repair of the Vessel must be performed at the Vendor approved repair facility, unless otherwise approved by the CO to perform at the Newhalem repair facility or on at the Diablo Lake Boathouse.

If the warranty service and repairs can be carried out without removing the defective equipment from the vessel, the Contractor shall be responsible for the mobilization and field service costs of the authorized vendor to provide such repairs at the Diablo Lake Boathouse, where the vessel will be moored.

**Milestone Payments**

Payments will be made to the vendor no later than 60 calendar days after completion of the following milestones:

1. Notice to Proceed: 5%

2. Pre-construction meeting and submittals: 15%

3. Hull construction: 15%

4. Engines and drivetrain installed: 15%

5. Deck and cabin installed: 15%

6. Sea trials at vendor’s facility: 15%

7. Delivery, Final Sea Trials at altitude and final acceptance sign off’s at City’s facility: 20%

**Brand Name or Equal**: The manufacturer and model listed indicate a standard of performance acceptable to the City. Any alternate items proposed must clearly meet or exceed the specifications of the equipment listed in both published specifications and actual performance. Alternates will not be considered for those items marked “No Substitutions.” Any alternate item proposed is subject to acceptance at the sole opinion of the City. Such determinations are not subject to protest and remain the sole discretion of the City. If you intend to submit an “or equal” product, you must present sufficiently clear and detailed materials, product specification sheets, manufacturer materials, or other evidence that the product is an “or equal”. See the Evaluation Section for further detail about “or equal” determinations.

**Contract Term**: This contract shall be for three (3) years and/or the vessel warranty expiration date calculated from the City of Seattle Official “In Service date”.

**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 Purchasing and Contracting (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 Purchasing and Contracting 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 will be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation 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 – As called out in the included bid specifications.**

**Delivery/Shipping*: Delivery is required by September 22, 2022***. Any responses received with a delivery date that exceeds this requirement will be rejected as non-responsive and removed from consideration. Vendor agrees to deliver by this time and date. Delivery will be to the Fleets and Mobile Equipment at the SCL South Service Center 3613 4th Ave S, Seattle, WA 98136.

**Service Desk:** The vendorshall provide a telephone service or “service desk” to receive calls from City departments for advice or assistance, recommendations on products, parts, and repairs. The Service Desk shall be available from 7:00a.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 7-5 schedule may be accepted by the City as compliance to this requirement.

**Adequate Response Times:**  The vendor shall provide a Twenty-Four Hour (24) Service response time and Two (2) day delivery for most warranty/repair parts and services provided. Vendor will maintain adequate inventory to stock and provide two (2) day response on the most frequently ordered items.

**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 Two (2) years bow to stern 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.

## Environmental Specifications

**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.](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

**PBT Free Specification - Persistent Bioaccumulative Toxic (PBT) Chemicals – Mercury, Dioxin, PCB. PBDE, Lead, PVC and other:** The City of Seattle adopted Resolution #30487 in 2002. This Resolution requires that Purchasing and Contracting differentiate products that contain PBT chemicals and those that release PBT chemicals during production or disposal, from those products that do not, and requires Purchasing and Contracting reduce acquisition of products that contain or release PBT chemicals. PBT chemicals are defined as mercury, dioxin, PCB, PBDE (polybrominated diphenyl ethers, i.e. flame retardants), or others as identified on the State of Washington, Department of Ecology PBT priority list (for the complete list, see <http://www.ecy.wa.gov/programs/hwtr/RTT/pbt/>.

Unless specifically allowed within this solicitation, all equipment, supplies, and other products submitted for Bid/response are to be free of Persistent Bioaccumulative Toxic chemicals including mercury, dioxin, PCB and others as listed in the DOE PBT priority list. If an interested Vendor has a product that contains or releases any PBT materials as defined above, Vendor may notify the City RFP Coordinator by the date specified on the schedule (see Page 1). Should the City determine that the product being acquired by the City does not have a reasonable or economically feasible substitute, the City may amend this PBT-Free requirement to allow for -- or provide a maximum of 10% preference for -- products that include or release the least amount of such PBT chemical as practical. The City may reject responses with PBT content or release, if the responses is not in accordance with this PBT-Free specification or has not amended the specification otherwise. Additional information about such products is available at <http://www.ecy.wa.gov/toxhaz.html>

The City Council Resolution is attached:



**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.
11. At the time of contract award, Bidders must have received training on the requirements related to public works and prevailing wage by Labor & Industries or approved training provider per RCW 39.04.350 and chapter 39.12 RCW. Bidders are exempt from training if Bidder has been in business with active Unified Business Identifier (UBI) number for three (3) or more years AND have performed work on three (3) or more public works projects. Bidder exemption status may be verified by entering the Bidder's UBI number, selecting the Bidder's Company, and clicking on the "Public Works Requirements" drop-down menu from the following web site: <https://secure.lni.wa.gov/verify/>.

**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.

## Contract Bond: The successful Vendor must have capacity to furnish a Contract Bond (performance and payment) or a Letter of Credit, as approved by the City, in an amount equal to 100% of the contract price plus sales or use tax. The form required for both the Contract Bond and the Letter of Credit are provided below, with instructions and signature requirements. The firms that supply the Contract Bond and the Letter of Credit must be from an approved list.

* **The successful Proposer shall provide a Bond,** executed by a Company included in the U. S. Department of the Treasury’s Listing of Approved Sureties (Circular 570), and is included on the Washington State Insurance Commissioner’s Authorized Insurance Company List and has a rating of A-(VII) or better in the A. M. Best’s Key Rating Guide (These materials are also accessible on the Internet at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>).
* **Alternatively, the successful Proposer may instead provide a Letter of Credit,** executed by a Banking Institution provided a Moody’s Bank Rating of B or better.
* The Bond or Letter of Credit is required at the time the Contract is signed and returned to the City. The City does not intend to execute the Contract until the proper and approved form of the Bond or Letter of Credit has been accepted by the City.

**Letter of Commitment:** This Letter of Commitment is a letter that confirms the intention of an appropriate surety to provide a bond should the company receive an award. This letter does not supply the bond, but expresses that the surety can provide a qualified bond should an award be given.

* This Letter of Commitment may be for a Contract Bond. The Letter shall be from a qualified Bond Agency as specified above and shall confirm the willingness of the Bond Agency to provide a bond at 100% of the contract value that meets the form and requirements of the City Bond Form, should the vendor win award.
* Alternatively, the City will accept a Letter of Commitment for a Letter of Credit. The Letter of Commitment shall be from a qualified Banking Institution as specified above and confirm the willingness of the Banking Institution to provide a Letter of Credit in 100% of the contract value, should the Vendor win the award.

See the Bond Form, Bond Instructions and instructions for signature in the Icons provided below.

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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 Online Business Directory:** If you have not previously completed a one-time registration into the City of Seattle Online Business Directory, we request you register at [www.seattle.gov/obd](http://www.seattle.gov/obd). The City’s Online 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:

**David McLean**

**206-684-0445**

David.mclean@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-Bid conference (see date and time page 1), via WebEx using the information on page 1. Vendors need not attend to be eligible to submit a Bid. The meeting answers questions potential Vendors may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Vendors 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-bid conference.

**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.

**COVID-19 Procedures:** Proposal submittal procedures have been changed in response to COVID-19 health and safety measures. Proposals shall be submitted using the electronic process provided for below or delivered by U.S. mail or courier services (hand-delivery is only allowed via courier service).

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 Purchasing and Contracting Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or PC may accept the package and make a determination as to lateness.

**Hard Copy Submittal:** Submittal Requirements. One original (1) unbound copy, and one (1) electronic copy (flash drive) 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 flash drive, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City.

Table 2: Hard Copy Submittal Addresses

|  |  |
| --- | --- |
| **Physical Address (courier)** | **Mailing Address (For US Post Office mail)** |
| Purchasing and ContractingSeattle Municipal TowerSuite 4112700 Fifth AvenueSeattle, Washington, 98104**RFP# CL0-5192****David McLean** | Purchasing and Contracting Seattle Municipal TowerP.O. Box 94687Seattle, Washington, 98124-4687**CL0-5192****David McLean** |

**Electronic Submittal:** In lieu of an official paper copy, bidders may submit their proposal documents via an e-mail process described below with all other proposal requirements remaining the same. The City will use a secure mailbox to receive and protect responses for a sealed opening at the designated date and time.

* + 1. To submit an electronic copy, proposers can e-mail their proposal documents on or before the proposal due date and time as shown on Table 1 - Procurement Schedule or as otherwise amended to: securebid@seattle.gov

 Note: Do not e-mail your proposal to any other e-mail address.

* + 1. Title the e-mail with the RFP title, number and company name.
		2. Any risks associated with the electronic transmission of the bid submittal are borne by the Proposer.
		3. The City e-mail system will generally allow documents up to, but no larger than, 20 Megabytes.
		4. If the proposer also submits a paper-copy, the City will determine which form takes precedence in the event of discrepancies.

6. The City intends to send a confirming e-mail in reply. However, a proposer may also call (206) 684-0444 to confirm that their proposal has been received by the City.

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

**Pricing Form:** Proposer shall specify response on the specification and pricing document embedded in section 7.7 below, indicating unit prices if appropriate, and attaching additional pages if needed. 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 nonprofits 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 Purchasing and Contracting 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, and will require proposals with meaningful subcontracting opportunities to also supply a plan for including minority and women owned firms.

A Woman and Minority Inclusion Plan is a mandatory submittal with your RFP response, and is provided for you in the Submittal Instruction section of this RFP document. The City requires all vendors to submit an Inclusion Plan.  Failure to submit a plan will result in rejection of your RFP response. The inclusion plan will be scored as part of the evaluation.  The Inclusion Plan is a material part of the contract.  Read the Inclusion Plan carefully; it is incorporated into the contract.  At City request, vendors must furnish evidence of compliance, such as copies of agreements with WMBE subcontractors.    The plan seeks WMBE business utilization as well as recognizes those companies or respondents that have a unique business purpose for hiring of workers with barriers.

## Insurance Requirements: Insurance requirements in Attachment #A are mandatory. 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 Purchasing and Contracting 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 Purchasing and Contracting (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 Purchasing and Contracting 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 Purchasing and Contracting 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 Purchasing and Contracting 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 206-684-8500 with questions.

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. **Mandatory - Letter from a qualified surety to commit a Bond or Letter of Credit.**
3. **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>
4. **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. **Inclusion Plan: This form is mandatory.**

****

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

****

**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 |  |
| Letter of Bond Commitment | Mandatory |
| Legal Name |  |
| Minimum Qualifications Page | Mandatory  |
| Vendor Questionnaire | Mandatory |
| Inclusion Plan  | Mandatory |
| Proposal Response and Pricing | Mandatory |

## EVALUATION PROCESS

**Step #1: Initial Screening**: **Minimum Qualifications and Responsiveness**: Purchasing and Contracting 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 and shall make determinations of “or equal” alternates prior to calculation of Vendors. If the proposer attaches manufacturing line cards or specification sheets as supporting documentation of compliance to technical specifications, the Buyer may rely upon such attachments to make determinations of whether the product properly complies with City requirements. Likewise, the Buyer may obtain and rely upon a manufacturer line card if the Buyer desires verification that the OEM product is compliant. In the event a manufacturer’s material differs from the proposer’s written response, it is your responsibility to clearly explain why the manufacturer specification sheet would be different, or the Buyer may rely upon the manufacturer specification materials to make the determination.

**Evaluation Criteria: Weight (points)**

|  |  |
| --- | --- |
| Technical Specifications | 50 |
| Price | 20 |
| Warranty/Product Support/Repair Facility | 15 |
| Inclusion Plan | 10 |
| Build Time from Notice to Proceed | 5 |
| **Total** | **100** |

**Step #3: Pricing**: Items on price sheets (pages 26 and 27 of specification Sheet) shall then be calculated for award. Item totals will be totaled for all items for a tabulated total. If an error in math occurs, unit pricing will be considered the correct price and will be used. If any cost item is missing from a proposed Offer Form, the City reserves the right to reject that response or to calculate and compare responses without that cost item considered.

Discounts for prompt payment shall be reviewed for acceptance and shall be calculated into the Vendor’s response for evaluation.

**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 #4: Interviews:** The City may interview the top ranked firm. If interviews are conducted, they will be pass/fail, starting with the top ranked firm.

The Vendor is to submit the list of names and company affiliations with the Buyer before the interview. Vendors invited to interview are to bring the assigned Project Manager that has been named by the Vendor in the Proposal and may bring other key personnel named in the Proposal. The Vendor shall not bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City Buyer.

**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)
* Special Licenses (if any)
* Approved Contract Bond (if applicable)
* 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.

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**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**

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**Attachment #2: 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 Purchasing and Contracting Office
* Upon request, a hard copy may be sent to you.