

Request for Proposal (RFP)

Food and Beverage Vending Machine Services

WOMEN AND MINORITY BUSINESSES ARE ENCOURAGED TO SUBMIT A PROPOSAL

Contact Seattle Parks and Recreation, RFP Contact if any special accommodations are required to participate in the Request for Proposal process or Pre-proposal Conference.

Table 1: Request for Proposal (RFP) Schedule

<i>RFP SELECTION SCHEDULE</i>	
<i>Date/Time</i>	<i>Selection Process</i>
<i>Thursday, September 9, 2021</i>	<i>Advertisement for Request for Proposal published</i>
<i>Thursday, September 16, 2021</i>	<i>Advertisement for Request for Proposal -2nd posting</i>
<i>Wednesday, September 29, 2021, at 2:00 PM PST</i>	<i>Optional Pre-Proposal Conference via WebEx</i>
<u>Join Pre-Proposal Conference</u>	See Section 7.B (page 11) for additional options to join the Pre-Proposal conference
<i>Wednesday October 6, 2021</i>	<i>Deadline for questions</i>
<i>Wednesday, October 13, 2021</i>	<i>SPR responses to questions posted to SPR website</i>
<i>Wednesday, October 27, 2021 4:00 pm PST</i>	<i>Bid Response Due</i>
<i>Friday, November 12, 2021</i>	<i>Initial Screening and Bid Response Committee review completed</i>
<i>Wednesday, November 17, 2021</i> <i>Rescheduled to Tuesday, November 16, 2021</i>	<i>SPR interviews with recommended firm(s) (tentative)</i>
<i>Thursday, December 16, 2021</i>	<i>SPR Superintendent announcement of selected proposal</i>
<i>Estimated Fall 2021</i>	<i>Initial one (1) year agreement signed while legislating long term agreement through City Council</i>
<i>February 1, 2022</i>	<i>Vending Concession with successful proposer begins</i>

SPR reserves the right to modify this schedule.

Changes will be posted on SPR website listed below or as otherwise stated.

SPR Website: <https://www.seattle.gov/parks/about-us/do-business-with-us/current-opportunities/food-and-beverage-vending-machine-services-rfp>

RFP Contact Information

RFP Contact: Terri Burns, Parks Concessions Coordinator

Email: terri.burns@seattle.gov

Phone: (206) 684-8008

Unless authorized by the RFP Contact, no other City official or employee may speak for SPR regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer's own risk. SPR is not bound by such information.

Bid Response Submission Due Date

Bid Response must be electronically submitted and received no later than **4:00 pm on Wednesday, October 27, 2021, Pacific Standard Time.** RFP Bid Response Packet is to be emailed to the *RFP – Bid Response submission addresses:*

Bid Response Submission Addresses:
terri.burns@seattle.gov
cc. joanne.orsucci@seattle.gov

Table 2: Table of Contents

Section	Topic	Page Number
1	Purpose and Background	3
2	Agreement Duration	7
3	Objectives	7
4	Minimum Qualifications	7
5	Scope of Work	8
6	Sample Concessions Agreement	10
7	Bid Response Procedure and Requirements	11
8	Bid Response Packet Information	17
9	Selection Process	18
10	Award and Agreement Execution	19

1. Purpose and Background

A. Purpose:

The City of Seattle Parks and Recreation Department (SPR) is requesting proposals from qualified firms (proposers) to provide healthy food and beverage vending machine services at designated SPR facilities. SPR invites firms to submit proposals to install, maintain, operate and service food and beverage vending machines without cost to the Department. SPR will select the proposer who best demonstrates the ability to provide healthy, affordable, safe, and reliable food and beverage vending machine services to SPR patrons and employees while paying reasonable concession fees. The agreement period will be for five years and may be extended for an additional five-year term.

B. Background

SPR is committed to providing healthy food and beverage choices to park guests and their employees. To aid potential firms with understanding our organization's values and goals, SPR has developed the following statements:

Vision:

Healthy people, healthy environment, financial stability, and strong community.

Mission:

Seattle Parks and Recreation provides welcoming and safe opportunities to play, learn, contemplate, build community, and promote responsible stewardship of the land.

Core Values:

Equity, access, opportunity, and sustainability.

SPR Concession Policy

It is the policy of SPR to provide, as appropriate and feasible, concession amenities and activities at our parks and facilities so that our park users' overall recreation experience is enhanced and enjoyable. To that end, concession opportunities shall be conducted in an open and inclusive process that is consistent with SPR's existing policies for concessions and request for proposals (Reference Operating Policies and Procedures Number 060-P3.9.1 and Number 060 P.3.9.1.1). Copies of these procedures can be furnished upon request.

Healthy Vending

Access to affordable, healthy, sustainable, and culturally appropriate food is a social justice issue. City of Seattle Healthy Vending Ordinance No. 124128 was adopted in 2013. The ordinance requires that any concessionaire that operates a food and/or beverage vending machine on City property shall stock 50 percent of the items within each machine with items that meet the "Healthiest" or "Healthier" product selection criteria adopted by Seattle King County Board of Health in the *King County Healthy Vending Guidelines* and shall clearly label such items to inform consumers that such item meet the guidelines. Please see **Addendum 1 –Healthy Vending on City Property Ordinance No. 124128**. These guidelines established nutritional and portions size standards for food and beverage vending sold on City Property.

SPR seeks proposals from qualified firms that can provide a variety of food and beverage choices that shall stock 100 percent of the items within each machine with items that meet either the “Healthiest” or “Healthier” product selection criteria adopted by Seattle King County Board of Health.

Current Agreement:

SPR’s current long-term food and beverage vending machine service agreement is with Compass Group USA Inc. D/B/A Canteen. The current agreement with Canteen will expire on January 31, 2022.

Vending Machine Sales, Revenue and Locations:

The following tables summarizes SPR vending machine sales, gross sales, locations, and number of machines per location, and type of products sold for 2018 and 2019 and a table summarizing SPR annual vending commission to SPR from 2016 – 2020. 2020 annual vending commission reflects lower than average revenue due to COVID-19 facilities closures.

Annual Vending Sales Commission Paid to SPR

2016 - 2020

Year	Commissions
2016	\$ 38,885
2017	\$ 42,378
2018	\$ 41,852
2019	\$ 43,242
2020*	\$ 15,671

***2020 annual vending commission reflects lower than average revenue due to COVID-19 facilities closures.**

2018 and 2019 Vending Volume for Food

Food	2018	2019
Cereal Bar	1,815	1,984
Chips	31,617	25,098
Cookies	664	1,781
Crackers	8,345	7,998
Fruit Snack	15,213	11,230
Granola Bars	3,850	2,973
Jerky	2,724	2,919
Nuts	2,024	2,686
Misc.	146	11
Pop Tarts	5,019	4,960
Pretzels	2,408	2,494
Rice Krispee	5,355	3,849
Savory Mixes	4,991	4,567
Trail Mixes	167	489
Total	84,338	73,039

2018 and 2019 Vending Volume for Beverage

Beverages	2018	2019
Isotonic	2,331	1,554
Juice	2,724	1,610
Soda - Diet	18,979	17,593
Soda - Natural	0	1,885
Soda - Reg	1,834	1,757
Tea	45	21
Water - Reg	7,173	7,490
Water - Flavored	11	0
Water - Sparkling	320	95
Water - Vitamin	5,062	7,210
Total	38,479	39,215

2018 and 2019 Annual Gross Sale & Number of machines per location

LOCATION	2018 Sales	2019 Sales	BEV	SNACK	Ice Cream
ALKI	\$ 1,626	\$ 1,953	1	1	
BALLARD CC	\$ 2,468	\$ 4,130	1	1	
BALLARD POOL	\$ 3,052	\$ 4,613	1		
BITTERLAKE	\$ 4,287	\$ 6,572	1	1	
DELRIIDGE	\$ 5,490	\$ 4,157	1	1	1
DENSMORE	\$ 1,458	\$ -	0	0	
DEXTER	\$ 1,643	\$ 2,114	1	1	
GARFIELD	\$ 4,148	\$ 3,539	1	1	
GENESSEE	\$ 484	\$ 728	1		
GREEN LAKE	\$ 5,853	\$ 8,274	1	1	
HIAWATHA	\$ 3,422	\$ 3,040	1	1	
HIGH POINT.	\$ 3,493	\$ 3,593	1	1	
HORTICULTURE	\$ 1,773	\$ 2,353	1	1	
IDCC	\$ 656	\$ 1,480	1	1	
JEFFERSON	\$ 8,023	\$ 6,851	1	1	
LOYAL HEIGHTS	\$ 2,671	\$ 2,911	1	1	
MADISON POOL	\$ 6,040	\$ 2,412	1	1	
MAGNOLIA	\$ 4,127	\$ 4,730	1	1	
MDWBRK COMM	\$ 11,266	\$ 7,758	1	1	
MEDGAR EVERS	\$ 6,217	\$ 565	1	1	
MILLER	\$ 4,752	\$ 4,122	1	1	
MONTLAKE	\$ 4,225	\$ 5,086	1	1	
MOUNGER	\$ 3,192	\$ 4,175		1	
NORTHGATE	\$ 388	\$ 3,622	1	1	
QN ANNE CC	\$ 7,366	\$ 7,218	1	1	
QUEEN ANNE POOL	\$ 3,961	\$ 4,133	1	1	
RAINIER	\$ 6,899	\$ 6,986	1	1	
RAINIER BEACH	\$ 22,695	\$ 20,392	1	1	
RAVENNA-ECKSTEIN	\$ 3,174	\$ 4,124	1	1	
RDA BLDG/EBOP	\$ 1,511	\$ 1,908	1	1	
SAND PT YMCA	\$ 2,162	\$ 2,754	1	1	
SLU - BLDG 2	\$ 1,039	\$ 1,271	1	1	
SOUTH PK	\$ 7,022	\$ 7,223	1	1	
SW COMM CTR	\$ 11,040	\$ 10,115	1	1	
VAN ASSELT	\$ 5,307	\$ 6,520	1	1	
WESTBRIDGE	\$ 3,454	\$ 3,208	1	1	
YESLER	\$ 4,416	\$ 5,912	1	1	
Total Sales	\$ 170,795	\$ 170,540	35	34	1

2. Agreement Duration

SPR will enter into a five-year concession agreement with an optional second term extension of five years if both parties agree to extend. SPR is required to legislate the five-year concession agreement through Seattle City Council and obtain approval from the Mayor. If the long-term agreement is not legislated prior to February 1, 2022, SPR will enter into a one-year agreement with the successful proposer that will begin on February 1, 2022, and expire when the long-term agreement is executed.

3. Objectives

Through this RFP process, SPR expects to identify a proposer who provides a skilled and highly qualified team capable of successfully offering:

- A. Provide a wide variety of food and beverages vending items that meets or exceed the *King County Healthy Vending Guidelines* standard of “Healthiest” or “Healthier” that are reasonably priced.
- B. Provide culturally relevant food and beverages reflecting diverse cultures, races, and communities in Seattle.
- C. Quality and reliable vending machines that are of recent manufacture, meet ADA requirements, meet or exceed Energy Star standards, and that enhance the user experience.
- D. Provide consistent, high-quality vending service in SPR facilities with reasonable service schedule and response time to mechanical issues.
- E. Provide excellent customer service to SPR patron and employees.
- F. Provide refunds to customers that are accurate and timely.
- G. Has experience providing food and vending machine sales and service relative in size to the scope of work outlined in this RFP.
- H. Can provide references that affirm quality service of similar volume at other locations in the local vicinity (King, Pierce, Snohomish counties)

4. Minimum Qualifications

Minimum qualifications are required for a Proposer to be eligible to submit a Bid Response. Your Bid Response must address the minimum qualifications and demonstrate how you meet them. Those that are not responsive to these qualifications shall be rejected by SPR without further consideration.

Successful Proposers to this RFP must be able to meet or exceed the following minimum qualifications:

- A. A minimum of five (5) years’ experience providing vending machine sales and service to a variety of locations that is relative in size to the scope of works outlined in this RFP.
- B. Minimum bid of 25% of adjusted gross sales with an annual minimum revenue of \$25,000 to SPR.

5. Scope of Work

SPR is seeking Bid Responses from qualified firms interested in supplying healthy food and beverage vending machine services. It is SPR intent to enter an agreement with the successful proposer for a five-year period. With mutual agreement between SPR and the successful proposer, the agreement may be extended for an additional five-year term.

The successful proposer will be granted the exclusive right to sell food and beverage through vending machines at all SPR location listed in **Addendum 2 – Vending Locations** which includes community centers, teen centers, pools, and administration facilities.

SPR agrees to provide access to existing, currently available electrical service to operate the vending machines. Modifications to the existing electrical service may be performed with approval by SPR Park Engineer. Upon approval, modifications must be permitted and implemented by a licensed electrician, approved by SPR Park Engineer, at the Proposer's sole expense. Electrical construction project must be inspected and approved by SPR at the ~~Concessionaire's~~ Proposer's expense.

SPR reserves right to offer or to grant any third party the right to offer vending products in locations not listed on **Addendum 2 – Vending Locations**. SPR also reserves the right to cancel and remove any locations listed in **Addendum 2 – Vending Locations** by sending written notice thirty days in advance of cancellation.

Vending Services

Vending services for SPR will require Proposer to furnish the vending machines and the products, fill and repair the machines, remove money from the machines, count and submit monthly sales reports and commission payments to SPR and Washington State Department of Services for the Blind (DSB) based upon products sold as established by machine counters (subject to audit).

The Proposer is responsible to pay SPR commission for all public serving vending machines and pay DSB commission directly for all vending at SPR administrative vending machines. Vending Commission to SPR and DSB will be the same percentage fee established in the RFP Bid Response submitted by the successful proposer.

- A. The Proposer will be required to provide monthly accounting statements to SPR. The monthly accounting statement should list the following for each machine:
 - 1. Vending machine location
 - 2. Total monthly gross revenues per machine.
 - 3. Total quantity of each product sold.
 - 4. Commission owed to SPR for each public machine or commission owed to DSB for each administrative machine.
 - 5. Total commission owed to SPR for all public vending machines.
 - 6. Total annual commission paid to SPR.

- B. Monthly accounting statements are due by the fifth of the month for the previous month sales. SPR will prepare and send monthly invoices based on the Proposer's monthly sales report. Payment for the monthly invoices will be made to City of Seattle Treasury Department.

- C. The Proposer shall indicate in its proposal and on an annual basis by July 1 of each year, a complete list of all vending products available for sale in vending machines. SPR reserves the rights to approve all products placed in a vending machine.
- D. All vending machines will be of recent manufacture. SPR reserves the right to request replacement of machine that is deemed, in the opinion of SPR, unsuitable and/or unreliable.
- E. All vending machines will be equipped with multiple way to receive payment to include cash and credit/debit.
- F. Vending machines provided by the Proposer shall be generic machines and must not identify with a brand or advertise a particular product, brand, or company, except the button to purchase the product can correctly identify the product being purchased.
- G. ADA Requirement: All vending machines and associated parts must meet current ADA standards; including but not limited to the requirement for all operable parts to meet the required reach ranges, between 15" and 48" above finish floor.
- H. The Proposer shall agree that vending machines may be added or deleted at SPR discretion at any time during the term of the agreement upon 30 days written notice to Proposer. All vending machines will remain the property of the Proposer.
- I. All vending machines provided by the Proposer must be plugged into a vending miser (a power saving device) or be Energy Star certified. Upon agreement termination the Proposer is responsible for removing vending machine from the vending miser without damaging the vending miser or SPR property.
- J. All vending machines must indicate that it is Energy Star certified or be provided with a vending miser sticker indicating such.
- K. Vending machine maintenance and cleaning is the responsibility of the Proposer. Proposer shall clean and service vending machines at least every other week and more frequently if required by SPR.
- L. The Proposer shall service vending machines during the hours that SPR facilities are open to the public. SPR will not furnish the Proposer any facility keys.
- M. Sales guideline and restrictions:
 1. SPR requires that the Proposer stock all SPR vending machines only with food and/or beverage item that meet the requirements for "Healthiest" or "Healthier" product selection criteria adopted by Seattle King County Board of Health in the King County Healthy Vending Guidelines and shall clearly label such items to inform consumers that such item meet the guidelines.
 2. Prices, portions and/or retail prices shall be set in the Proposer's response to the RFP, unless modified in writing.
 3. Price adjustment: Each year, by July 1st, the Proposer may submit a written request to SPR for price increases to reflect inflationary increases that the Proposer absorbs. The Proposer shall document the economic rationale for the proposed increases to the sole satisfaction of SPR. Price increases should align with the Consumer Price Index for All Urban Consumers (CPI-U) for the previous year. Any change to the vending product prices remains subject to Superintendent's approval.
 4. Prohibited products and containers: The Proposer shall not offer for sale: tobacco or smoking, vaping, liquor, marijuana, gambling or weapon products, any products that require the purchaser to be over eighteen (18) years of age, any equipment or supplies

for use with the above items, any illegal or over-the-counter drugs, or any products in glass containers. At the Superintendent's sole discretion, other products may be prohibited for sale. This RFP is for vending only of food and beverages for consumption by all ages.

- N. Proposer personnel shall, always while on SPR premises, wear employer provided identification that is easily recognizable from ten (10) feet away or less. Such identification shall be acceptable to SPR: Company logo on both shirts and jackets, uniforms, and photo identification badges.
- O. The ~~Concessionaire~~ Proposer, its agents, and employees shall render courteous service to the public with a goal of adding to the public use and enjoyment of the Premises. The ~~Concessionaire~~ Proposer shall operate and conduct business in the facilities in a businesslike manner and will not permit any acts or conduct on the part of the ~~Concessionaire~~ Proposer's employees that would be detrimental to SPR's operation of the park or citizen use of the park.
- P. The ~~Concessionaire~~ Proposer shall always staff the vending service operation with sufficient, well-trained staff to serve the vending machines in a safe and efficient manner.

6. Sample Concession Agreement

SPR Sample Concession Agreement (**Addendum 3 – Sample Concessions Agreement**).

SPR has provided a sample concession agreement so Proposers can be familiar with the normal SPR agreement terms before submitting a Bid Response. Any questions about the SPR sample concession agreement should be made in advance of submittal.

SPR cannot modify provisions mandated by Federal, State or City law: equal benefits, audit (review of ~~Concessionaire~~ Proposer's records), WMBE, confidentiality, and debarment, or mutual indemnification.

SPR does not intend on engaging in lengthy negotiations and will require the finalization of a concession agreement to reflect the scope, requirements and terms set forth in this RFP. Interested Proposers should familiarize themselves with the entire **Addendum 3 – Sample Concession Agreement** prior to submission of any RFP proposal.

7. Bid Response Procedures and Requirements

This section details SPR instructions and requirements for your Bid Response. SPR reserves the right, in its sole discretion, to reject any Proposer's Bid Response that fails to comply with the instructions.

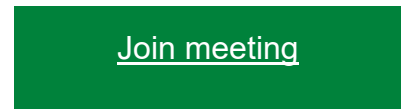
A. Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd>. SPR expects all firms to register. Women and minority owned firms are asked to self-identify. For assistance, call 206-684-0383.

B. Pre-Submittal Conference

SPR offers an optional pre-proposal conference which will be virtual at the time and date indicated on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to submit a Bid Response. The meeting answers questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. 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.

When it is time, join the WebEx meeting click the green box:



More ways to join Pre-Submittal Conference:

Join from meeting link	https://seattle.webex.com/seattle/j.php?MTID=m6a6f390209ddd34d325676ecaf311f5a
Join from a meeting number (access code)	Meeting Number: 1469 93 9342 Meeting Password: PAmBguMi842
Join from a mobile device	+1-206-207-1700,,1469939342## United States Toll (Seattle)
	+1-408-418-9388,,1469939342## United States Toll
Join by phone	Seattle: 1-206-207-1700, Access Code: 187 322 2025
	United States 1-408-418-9388 Access Code: 187 322 2026
Join from a video conferencing system or application	Dial 1873222026@seattle.webex.com You can also dial 173.243.2.68 and enter your meeting number.

C. Questions and SPR method to respond

All questions regarding this RFP must be submitted in writing and submitted via email to the RFP Contact email listed on page 2. Proposers may email questions to the RFP Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Proposer of responsibilities under any subsequent agreement. SPR will provide a response to all questions through an addendum and posted on SPR website by the deadline stated on page 1. It is the responsibility of the interested Proposer to assure they receive responses to questions if any are issued

D. Changes to the RFP

SPR may make changes to this RFP if, in the sole judgment of SPR, the change will not compromise SPR's objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by SPR and shall become part of this RFP.

E. Receiving Addenda and/or Question and Answers

It is the obligation and responsibility of the Proposer to learn of addenda, responses, or notices issued by SPR. Some third-party services independently post SPR solicitations on their websites. SPR does not guarantee that such services have accurately provided all the information published by SPR.

All Bid Responses sent to SPR may be considered compliant with or without specific confirmation from the Proposer that all addenda were received and incorporated into your Bid Response. However, SPR reserves the right to reject any Bid Response that does not fully incorporate addenda that is critical to the RFP review.

F. Proposal Submittal

- RFP-Bid Responses must be received by SPR no later than the date and time on page 1 in the RFP Schedule except as revised by addenda.
- The Proposer has full responsibility to ensure the RFP Bid Responses arrives at SPR within the deadline. RFP Bid Response delivered after the deadline may be rejected unless waived as immaterial by SPR given specific fact-based circumstances
- All pages are to be numbered sequentially, and closely follow the requested formats.
- Page limits to the Bid Response are as follows:
 - Section B – Mandatory - Letter of Interest and Minimum Qualifications maximum limit of two (2) pages typed and formatted to letter size (8.5" x 11") paper.

G. Electronic Submittals

SPR allows and will only accept an electronically submitted Bid Response.

- The Bid Response is to be e-mailed to the RFP Contact (see page 2), by the Bid deadline listed in the Table 1 - RFP Schedule on Page 1 or as otherwise amended.
- Title the e-mail as follows so that it will not be lost in an e-mail stream.
Healthy Food and Beverage Vending Machine Services RFP Bid (INSERT YOUR COMPANY NAME).
- Any risks associated with an electronic submittal are borne by the Proposer.
- SPR's e-mail system will typically allow documents up to 20 Megabytes.

H. Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by SPR. The Proposer is to provide all requested materials, forms, and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), SPR will rely upon the submitted materials and shall not accept materials from the Proposer after the Bid Response deadline; this does not limit SPR's right to consider additional information (such as references that are not provided by the Proposer but are known to SPR, or past City or SPR experience with the Proposers business), or to seek clarifications as needed.

I. 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 SPR, the Proposer that initiates such contacts may be rejected from the process.

J. License and Business Tax Requirements

The Proposer must meet all applicable licensing requirements immediately after agreement award or the SPR may reject the Proposer. Companies must license, report, and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting a proposal.

Seattle Business Licensing and associated taxes

- i.** If you have a “physical nexus” in the City, you must obtain a Seattle Business License and pay all taxes due before the agreement can be signed.
- ii.** A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) 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.).
- iii.** Provided in the Bid Response Packet is a Proposer Questionnaire, and it will ask you to specify if you have “physical nexus”.
- iv.** All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Proposer.
- v.** The apparent successful Proposer must immediately obtain a Seattle Business license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the Bid Response.
- vi.** The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- vii.** You can find Seattle Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- viii.** Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- ix.** 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.
- x.** The City of Seattle Licensing website is <http://www.seattle.gov/licenses>
- xi.** If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- xii.** 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 Proposer prior to submitting your Bid Response.

K. State Business Licensing.

Before the agreement is signed, you must have a State of Washington Business License (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to SPR. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Proposer. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

L. SPR Rights Reserved

SPR reserves the right to reject all Bid Responses and to re-advertise if desired. Any Bid Response which is incomplete, conditional, obscure, or which contains additions or deletions not called for, or includes irregularities of any kind, may be rejected. Protest regarding the SPR’s decision of a respondent’s qualification status shall be handled as outlined in the Protest Procedure section below.

M. Cost of Preparing Bid Response

All costs incurred in the preparation and submission of a Bid Response are the responsibility of the Proposer(s).

N. Readability

Proposer(s) are advised that SPR’s ability to evaluate proposals depends on the Proposer’s submittal document including organization, level of detail, comprehensive material, and readability.

O. Changes or Corrections to Proposal Bid Response

Prior to the Bid Response due date, a Proposer may change its Bid Response, if initialed and dated by the Proposer. No changes are allowed after the due date and time.

P. Errors in Bid Response.

Proposers are responsible for errors and omissions in their Bid Response. No error or omission shall diminish the Proposer’s obligations to SPR.

Q. No Conflict of Interest

Proposer(s) (including officers, directors, trustees, partners, board members, or employees) must not have a business interest or a close family or domestic relationship with any SPR official, officer or employee who was, is, or will be involved in the selection, negotiation, drafting, signing, administration or evaluation of submitted Bid Response or Proposer(s) performance. SPR shall make sole determination regarding compliance.

R. Protest Procedure

Completed Bid Responses are due by the date specified on the RFP schedule. The Superintendent’s selection of a successful Bid Response is anticipated to occur by Thursday, December 16, 2021, and SPR will provide each Proposer with written notice of the selection. Any Proposer wishing to protest or challenge the Superintendent’s determination must do so within seven (7) calendar days of the notification of selection announcement. The basis for a protest shall be limited to claims of material deviation from the RFP or claims of bias.

All protests must be in writing and signed by the protesting party or its authorized agent(s). Such protest must state all facts and arguments on which the protesting party is relying on for its protest. Copies of all protests should be mailed or delivered to the Superintendent within seven (7) days of notification of the selection. A Proposer's failure to submit a timely notice of appeal constitutes Proposer(s) waiver of all rights to challenge the evaluation and selection.

The Superintendent will review the RFP evaluation panel recommendations and the arguments posed in the protest. The Superintendent will render a written decision within thirty (30) business days after the receipt of the protest, unless additional time is required, in which case, the protesting party will be notified of the delay by the Superintendent's Office. **The decision of the Superintendent will be final.**

S. Marking and disclosing material

Under Washington State Law (RCW Chapter 42.56, the Public Records Act) all written materials prepared, owned, used, or retained by SPR relating to a governmental or proprietary program are public records. These records include, but are not limited to proposal submittals, agreement documents, financial documents, or other written materials.

T. Proprietary Material and Public Disclosure

Washington's Public Records Act requires that public records must be promptly disclosed by SPR upon request unless a judge rules that the RCW referenced below or another Washington State statute exempts records from disclosure. Exemptions are narrow and explicit and are in Washington State Law (Reference RCW 42.56 and RCW 19.108). It is the responsibility of the Proposer(s) to be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions.

If you believe any records you are submitting to SPR, as part of your Bid Response, are exempt from disclosure, you should advise SPR five (5) business days in advance of submitting your Bid Response. SPR will review your request and respond prior to the Bid Response deadline. To make such a request, you must identify each record or document that you believe is exempt from public disclosure, explain why the exemption(s) may apply and refer to the specific Washington State law that applies.

U. Requesting Disclosure of Public Records

SPR 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, SPR 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, visit <https://www.seattle.gov/public-records/public-records-request-center>.

V. Ethics Code

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm.

For an in-depth explanation of the City's Ethics Code for Contractors, Concessionaires, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/fagcontractorexplan.htm>

Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

Common ethic guidelines:

No Gifts and Gratuities.

Proposers shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Proposer. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a Bid Response to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding an agreement but also the administration of the agreement or evaluating agreement performance. The rule works both ways, as it also prohibits City employees from soliciting items from Proposers.

Involvement of current and former City employees.

The Proposal Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded agreement. Update that information during the agreement.

No conflict of interest.

Proposers (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 Proposer's performance. SPR 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 agreements 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. See Initiative 122 or call the Ethics Director with questions.

8 Bid Response Packet Information

Bid Response Packet is a separate document. The Bid Response Packet can be obtained at the following link:

<https://www.seattle.gov/parks/about-us/do-business-with-us/current-opportunities/food-and-beverage-vending-machine-services-rfp>

9 Selection Process

A. Initial Screening

SPR will do an initial screen of all Bid Responses. The initial screening will check to see that the Bid Response submitted follows the required format, instructions, meets or exceeds the minimum qualifications, and all required information, forms and/or documents are submitted. All Bid Responses that pass the initial screening will move forward to be reviewed by the Bid Response Committee.

B. Proposal Evaluation

Bid Response Committee will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Category	Points
Experience and Qualifications	20
Commission to SPR	40
Product Selection and Pricing	20
WMBE Status	10
Terms and Conditions	5
References	5

C. Interviews

SPR may interview top ranked Proposers from the Bid Response Committee review. If interviews are conducted, rankings of Proposers shall be determined by SPR, using the combined results of interviews and Bid Responses submitted. Proposers invited to interview are to bring the assigned key person(s) named by the Proposer in the Bid Response and may bring other key personnel named in the Bid Response. The Proposer shall not bring individuals who do not work for the Proposer without advance authorization by the RFP Contact. If interviews are conducted, they will be worth an additional 50 points.

D. References

SPR may contact one or more references. SPR may use references named or not named by the Proposer.

E. Selection

SPR shall select the highest ranked Proposer(s) for award from Bid Response and the interview (if applicable). SPR reserves the right to make a final selection based on the combined results and/or the consensus of the Bid Response Committee.

F. Agreement Negotiations

SPR cannot modify agreement provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

G. Right to Award to next ranked Proposer

If an agreement is executed resulting from this solicitation and is terminated within 90-days, SPR may return to the RFP process to award to the next highest ranked responsive Proposer by mutual agreement with such Proposer. New awards thereafter are also extended this right.

H. Repeat of Evaluation:

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

10 Award and Agreement Execution

The RFP Contact will provide timely notice of an intent to award to all Proposers responding to the solicitation.

A. Protest.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the RFP Contact.

1. Protest process protocols for purchasing and contracting.

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

B. Limited Debriefs.

SPR issues results and award decisions to all Proposers. SPR provides debriefing on a limited basis for the purpose of allowing Proposers to understand how they may improve in future opportunities.

C. Instructions to the Apparently Successful Proposer

The apparently successful Proposer will receive an intent to award letter from the RFP Contact after award decisions are made by SPR. The letter will include instructions on what the Proposer process will be prior to execution of the agreement.

Once SPR has finalized and issued the agreement for signature, the Proposer must execute the agreement and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License and providing proof of insurance. If the Proposer fails to execute the agreement with all documents within the ten (10) ~~daytime~~ day timeframe, SPR may cancel the award and proceed to the next ranked Proposer or cancel or reissue this solicitation.

D. Checklist of Requirements Prior to Award

The successful Proposer should anticipate the letter will require at least the following:

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance
- Special Licenses (if any)

Proposers are encouraged to prepare these documents in advance, when possible, to eliminate risks of late compliance.

E. Insurance Requirements for Successful Proposer (referenced as Concessionaire)

1. **Furnished Coverages and Limits of Liability:** Concessionaire shall, at no expense to City, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Lease:

Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal/Advertising Injury Liability

\$1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop

\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer’s Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; “Claims Made” and “Modified Occurrence” policy forms are not acceptable.

The limits of liability described in Sample Agreement, Exhibit D – Insurance Requirements are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Concessionaire, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Concessionaire regarding this Agreement, nor (2) construed as limiting the liability of any of Concessionaire’s insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

Workers' Compensation insurance securing Concessionaire's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

Property Insurance under which the Concessionaire's furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that Concessionaire makes to the Premises are insured throughout the Lease Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of Concessionaire's business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). City shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions, and improvements under such policy.

In the event that City deems insurance to be inadequate to protect Concessionaire and City, Concessionaire shall increase coverages and/or liability limits as City shall deem reasonably adequate within sixty (60) days after the date of written notice.

2. Terms and Conditions for Concessionaire's Insurance.

The City of Seattle as Additional Insured: The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Concessionaire's insurance shall be primary and non-contributory to any insurance maintained by or available to City. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: Concessionaire's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Concessionaire's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Concessionaire's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Concessionaire's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), (b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied

damages exclusion. Concessionaire's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Concessionaire or reduced and/or offset against the Agreement.

Cancellation Notice: Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). City and the Concessionaire mutually agree that for the purpose of RCW 48.18.290 (1) (b), for both liability and property insurance City is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."

Umbrella or Excess Liability insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000. Each Occurrence and be no less broad than coverages described above.

Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this section, and (2) be issued by an insurer rated A-: VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

Deductible or Self-Insured Retention: Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, City. Concessionaire shall cooperate to provide such information as City may reasonably deem to be necessary to assess the risk bearing capacity of the Concessionaire to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Concessionaire. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Concessionaire or a contracted third-party claims administrator, Concessionaire agrees to defend and indemnify City to the same extent as City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Changes in insurance requirements. The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to Licensor. Should Licensor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

3. City's Property Insurance Coverage and Limits.

City will maintain at its expense Property Insurance or self-insurance under which the Premises, excluding Concessionaire's Business Personal Property and Tenant Improvements, are insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (including earthquake), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises. City's Property Insurance currently is subject to a \$250,000 deductible for most claims for which Concessionaire shall be responsible only to the proportional extent to which the loss or damage is attributable to Concessionaire's negligent acts that are, or should be, covered by Concessionaire's Fire/Concessionaire Legal Liability insurance.

During such time as Concessionaire is engaged in the performance of the Improvements or other renovation of the Premises, the Concessionaire shall maintain in full force and effect "All Risks" Builder's Risk Property insurance or equivalent for the portion of the Premises under renovation, including fire and flood, on a replacement cost new basis subject to a deductible of no more than \$50,000 each loss. In the event of a claim under the builder's risk policy, Concessionaire or its contractor(s) shall be responsible for paying any deductible under the policy if Concessionaire or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Concessionaire's responsibility to properly coordinate with City's Risk Management Division the placement of Builder's Risk Property insurance prior to any new construction on, or structural alteration of, the Premises.

City may change the terms of its insurance in Sections 3.A. and 3.B. at any time based on market conditions, with no compensation due to the Concessionaire.

- 4. Waiver of Subrogation.** Unless such waiver would void the property insurance coverage to be provided pursuant to this section, City and Concessionaire waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by City or the Concessionaire or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.
- 5. Evidence of Insurance.** On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Concessionaire:
- Certification of insurance documenting with the coverage, minimum limits and general requirements specified herein; and

- A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.
- A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement; ending receipt of the documentation specified in this Exhibit D – Insurance Requirements. Concessionaire may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to:

The certificate holder :

City of Seattle c/o Seattle Parks and Recreation
 Attention: Contract Administration and Support Office
 300 Elliot Avenue W
 Seattle, WA 98119
 Phone (206) 684-8008

with an electronic copy to terri.burns@seattle.gov

- 6. Assumption of Property Risk.** The placement and storage of Concessionaire's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Concessionaire.
- 7. Adjustments of Claims:** The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.
- 8. Concessionaire's Responsibility:** The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Concessionaire's liability hereunder. Notwithstanding said insurance, the Concessionaire shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Concessionaire, or any of its agents, officers, and employees or through use or occupancy of the Premises.

THIS IS THE END OF THE RFP PACKAGE.