City of Seattle

Request for Proposal

RFP No. 2801

TITLE: Seattle Street Cars

Closing Date & Time: May 3, 2011 @ 4 PM Pacific

Schedule of Events	Date
RFP Release	March 2, 2011
Deadline for Questions	April 19. 2011
Sealed Proposals Due to the City	May 3, 2011 @ 4 PM Pacific
Determination of Competitive Range	May 17, 211
Meetings with Proposer's in Competitive Range	Week of May 23, 2011
Request for BAFOs Issued	June 7, 2011
BAFO Responses Due	June 28, 2011
Final Selection	July 19, 2011
Notice of Intent to Award	July 26, 2011
Contract Award and Start Date	August 16, 2011

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 herein.

Mark the outside of your package with RFP #2801".

If delivered by the U.S. Postal Service, it must be addressed to:

Jason Edens
City Purchasing
PO Box 94687
Seattle WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to

Jason Edens
City Purchasing
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

SECTION 1 - INSTRUCTIONS TO PROPOSERS

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Attachment 1---Performance Security Information

1.1 INTRODUCTION

The City of Seattle requests Proposals for a contract for procurement of streetcar vehicles, i.e. streetcars, and related materials and services. This Request for Proposal (RFP) and resultant contract is with the City of Seattle, the City Purchasing and Contracting Services Division (City Purchasing), on behalf of the Seattle Department of Transportation (SDOT). This RFP sets forth all of the City requirements for this procurement. .

This RFP allows a two-step selection, with an initial written Proposal submittal evaluated by the City as the first step, discussions, and then the option for the City to select a Proposer or multiple Proposers for a Best and Final Offer.

As defined further in the Technical Specifications (TS), the City intends to procure double sided, double ended, partial low floor streetcars approximately 20 to 22 meters in length. The streetcars will operate singly as one car trains and will incorporate an onboard energy storage system (OESS) to permit operation through certain wireless segments in SDOT's First Hill streetcar alignment and potentially other alignments in Seattle.

SDOT anticipates purchasing six (6) streetcars as part of the base order, and reserves the right to purchase additional vehicles. At this time, the City anticipates that the City may purchase as many as ten (10) option vehicles with options to purchase additional vehicles during the life of the contract. The Contract will be a five year contract, with an option to extend for another 5 year period at the option of the City.

This procurement will be funded from local sources. If FTA or other Federal funds become available in the future, the City has attempted to add the usual federal guidelines where appropriate. Any change to Terms or Conditions as stated herein would have to be by mutual consent.

SDOT recognizes that OESS is an emerging technology with no proven examples on streetcars in revenue service in the United States to date. Proposers are encouraged to provide a thoughtful, comprehensive, and detailed response to the OESS requirements in the TS, and SDOT will place an appropriate focus in its evaluation on this aspect of the Proposals.

A Proposer may submit only one Proposal. However, alternate suppliers and system configurations may be offered as described in CP 1.5.2.2.

The successful Proposer will be required to execute a Contract in a Form similar to the sample included in this RFP in Section CP-3 of these Commercial Provisions (CP) after the Intent to Award is issued.

PROPOSAL INSTRUCTIONS AND SUBMISSION

Communications with the City.

All Proposer communications concerning this acquisition shall be directed to the City Purchasing Buyer. The Buyer is:

Jason Edens
Jason.Edens@Seattle.gov
206-733-9583

Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee (other than the Buyer) 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 Buyer. The Buyer will send out information to responding companies as decisions are concluded.

Contact by a Proposer regarding this acquisition with a City employee other than the Buyer or an individual specifically approved by the Buyer in writing, may be grounds for rejection of the Proposer's proposal.

Proposal Response Date and Location

a) Proposals must be received into the City Purchasing Offices no later than the date and time given on page 1 or as revised by Addenda.

If delivered by the U.S. Postal Service, it must be addressed to:

Jason Edens
City Purchasing
PO Box 94687
Seattle WA 98124-4687

If delivered by courier, overnight delivery or other service, address to

Jason Edens
City Purchasing
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

b) The City requires one original (paper) hard-copy delivered to the City and 6 hard copies.

c) The Price Proposal is to be included in the same box/package, but submitted in a separate, sealed envelope clearly marked as PRICE PROPOSAL- STREETCARS.

d) The Proposer shall also submit one (1) CD containing the complete Technical Proposal in PDF format. The Price Proposal shall not be copied to the CD.

e) Fax, e-mail and CD copies **will not** be accepted as an alternative to the hard copy requirement. If a CD, fax or e-mail version is delivered to the City, the hard copy will take priority and be the official document for purposes of proposal review.

f) Responses should be in a sealed box or envelope clearly marked and addressed with the Buyer name, RFP title and number. If RFP's are not clearly marked, the Proposer has all risks of the RFP being misplaced and not properly delivered. The Buyer is not responsible for identifying responses submitted that are not properly marked.

g) Mark the outside of your mailing envelope to say "RFP #2801". This is important to proper handling of your submittal!

h) The RFP response may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.

i) The submitter has full responsibility to ensure the Bid arrives at City Purchasing within the deadline. A Bid submitted or delivered after the time fixed for receipt of Bids will not be accepted unless waived as immaterial by the City for specific fact-based circumstances. Responses arriving after the deadline may be returned unopened to the Proposer; or the City may accept the package and make a determination as to lateness.

Questions

Questions are to be submitted to the Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the bids or 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 Proposer of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Proposer to assure that 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 shall become part of this RFP and included as part of the Contract. It is the responsibility of the Proposer to assure that they have received Addenda if any are issued.

Receiving Addenda and/or Question and Answers.

The City Buyer will make efforts to provide notice, either through the City website or direct e-mail courtesy announcements, that changes or addendums have been posted.

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

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

All Proposals sent to the City shall be considered 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 Proposal 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 that the Buyer must reject the Proposal, or the Buyer may determine that the Proposer failed to incorporate the Addendum changes but that the changes were not material and therefore the Proposal may continue to be accepted by the Buyer.

No RFP Opening – No Reading of Prices.

The City does not conduct a bid opening for RFP responses.

Offer Format.

Proposer shall provide the response in the format and on any forms provided, indicating unit prices as appropriate. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. All prices shall be in US Dollars.

Page Limits.

The City has given page limits in the Proposal Format Section. If a Proposal exceeds the page limit for a given Section, the City reserves the right to either disregard all overage

pages and evaluate only on the pages up to the page limit count, or may reject the Proposal in full if the City finds the overage to affect the intergrity of the Proposal itself in the opinion of the City.

Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to provide a full and complete written response, 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 properly and accurately reflects the Proposer specifications and offering. During scoring and evaluation, 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 as needed by the City.

Tax Revenue Consideration.

SMC 20.60.106 (H) authorizes that in evaluating pricing, 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 of Seattle's Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only Proposers that have a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the price proposal.

Taxes.

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

Contract Terms and Conditions.

Proposers are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Proposer to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. 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 Proposer during the contract.

Effective Dates of Offer.

The Proposal 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.

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.

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 Proposer may make changes to its proposal, if the change is initialed and dated by the Proposer. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the City's published Forms. If you need to change answers that you write on the Forms, make changes in pen, initialed, and of clear 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 Immateriality.

The City reserves the right to reject any or all proposals at any time 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 and as accepted or modified through mutual agreement prior to contract execution, 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 Proposal includes a form titled "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 the Equal Benefit requirements 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 Vendor Questionnaire.

Women and Minority Subcontracting.

The City intends to ensure the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are critical to the economic diversity of the City and are underrepresented. The City requires all Proposers agree to SMC Chapter 20.42, and will require a plan from the Proposer for including minority and women owned firms.

The Vendor Questionnaire requires you to submit an Outreach Plan in a format that is embedded in the Vendor Questionnaire form. That Outreach Plan will be a material part of your proposal and the resultant contract. The Plan must be show good faith efforts to include WMBE firms in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms in your subcontracting. They City reserves the right to discuss improvements to the proposed Plan with the winning Proposer before contract execution.

The City reserves the right to reject Proposals that do not provide a responsive Plan with an intentional and responsible commitment.

Proposers should use whatever selection methods and strategies that the Proposer finds effective for successful WMBE participation.

At the request of the City, Proposers must furnish evidence of the Proposer's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

The winning Contractor must request written approval for changes to the Inclusion Plan once it is agreed upon with the City. This includes goals, subcontract awards and efforts.

You may call the City Purchasing Buyer if you seek assistance in strategizing your WMBE outreach efforts and seeking woman and minority owned firms.

Proprietary Material.
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 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).

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 bids or proposals please contact the City Purchasing Buyer for this project.

Requesting Materials be Marked for Non 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 records you are submitting to the City as part of your bid/proposal or contract work product, are exempt from disclosure you can request that they not be released until you receive notification. To make that request, you must complete the appropriate portion of the Vendor Questionnaire (Non-Disclosure Request Section) and very clearly and specifically identify each record and the exemption(s) that may apply. (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 in the Vendor Questionnaire. Only the specific records or portions of records properly listed on the Vendr Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Vendr Questionnaire, the City will notify you in writing of the request and 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 Vendr Questionnaire and submit it with your solicitation. Should a public record request be submitted to City Purchasing or to SDOT for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a Proposal, the Proposer acknowledges this obligation; the proposer also understands 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/proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

City Ethics Code.

The Seattle Ethics Code was recently revised. New requirements become effective June 22, 2009 for City employees and elected officials. The Code covers certain Proposers, contractors and consultants. Please familiarize yourself with the code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Proposers, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).

contractor-vendorbrochure[1].pdf

No Gifts and Gratuities. Proposers 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 Proposer. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is very 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 of value from Proposers. Promotional items worth less than $25 may be distributed by the Proposer to City employees if the Proposer uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees

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

Contract Workers with more than 1,000 Hours

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

No Conflict of Interest.

Proposer (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 performance. The City shall make sole determination as to compliance.

1.2 PROPOSAL FORMAT AND CONTENT

1.2.1 GENERAL

Proposals shall be written in the English language and each Proposal must include the information listed below in the order it is listed:

Part I. Six (6) copies and one original of the Proposal Letter, serving as an introduction to the Proposer and an overview of the Proposal. No price information shall be included, and the letter without attachments shall not exceed three (3) pages.

Six (6) copies and one original of the following certificates and forms, copies of which are included in CP 2 and made part of this RFP, completely filled in, and signed by authorized representatives of the Proposer.

1. Form I – A – Form of Business
2. Form I – B – Receipt of Addenda
3. Form I – C – Buy America Conformance
4. Form I – D – Proposer Questionnaire including Inclusion Plan

Part II. Six (6) copies and one original of the Proposer's Technical Proposal as detailed in CP 1.5.2.

Proposals shall be submitted on 8½ in x 11 in paper. Foldouts on 11 in x 17 in paper may be used for larger format graphics. Proposals shall use metric (SI) units of measure. Proposals should not include any unnecessarily generic or elaborate promotional material. Proposers shall not submit extensive drawings, catalogs, parts lists or marketing brochures. Extraneous material beyond what is sufficient to present a complete and effective response to this RFP shall not be included.

Technical Proposals shall be limited to a maximum of 150 single sided pages except that the following (see CP 1.5.2) are not included in the page count:

- Form II-A in Sub-part A
- Form II-B in Sub-part A and B
- Any drawings in Sub-part A
- Resumes in Sub-part C
- Any sample QA plans, manuals, or documents in Sub-part D
- Sub-part G

Part III. Six (6) copies and one original of the Proposer's Price Proposal as detailed in CP 1.5.3

1.2.2 TECHNICAL PROPOSAL

Technical Proposals should be clear and concise and explain how the Proposer intends to meet the requirements of this Request for Proposal. Statements merely indicating that the Proposer will meet specific requirements are not sufficient. Unless specifically noted to the contrary as an exception, the City assumes that the Proposer will meet all requirements and conditions.

The schedule for this contract is aggressive; therefore the City is seeking a vehicle that is as close to a service-proven vehicle as possible. The City requests that the Proposers review the Technical Specifications carefully and point out, using exceptions, every requirement that is not met by the service-proven vehicle being proposed.

1.2.2.1 FORMAT AND CONTENT

Technical Proposals are to include all information listed below, organized in three-ring binders, separated by section, and in the sequence indicated.

Sub-part A Vehicle Description as required by CP 1.5.2.2

Sub-Part B Onboard Energy Storage System (OESS) as required by CP 1.5.2.3

Sub-part C Management Approach and Schedule as required by CP 1.5.2.4

Sub-part D System Support Plan as required by CP 1.5.2.5

Sub-part E Qualifications, Experience and References as required by CP 1.5.2.6

Sub-part F Ability to conform to Buy America requirement as required by CP 1.5.2.7

Sub-part G Listing and Description of Exceptions as permitted by CP 1.5.2.8

1.2.2.2 VEHICLE DESCRIPTION

For Sub-part A of the Technical Proposal, the Proposer shall provide the following:

Form II – A – Technical Summary Form

Form II – B – System Supplier Information

Proposers may name one alternate supplier for each major system and shall complete Form II-B for each alternate supplier. All information required by this CP Section 1.5.2.2 shall be provided for each supplier proposed. If an alternate supplier for a particular system is proposed, the Technical Score for that system will be averaged between the first and alternate supplier.

General Description

A. A general overview description of the proposed vehicle

B. Conceptual design drawings of the proposed vehicle, indicating all pertinent dimensions, including:

1. Preliminary artist renderings (45° front / side view)
2. General exterior and interior arrangement plans
3. Floor plan, including passenger seats and standee area (m^2)
4. Exterior side and end elevations
5. Dynamic envelope diagrams
6. Roof and undercar arrangement drawings

These conceptual design drawings are intended to represent a general understanding of the requirements of the Technical Specifications and are not intended to represent precise design for initiation of the design review process.

C. Description of the OESS should be in Sub-part B per CP 1.5.2.3.

System Requirements

A. Propulsion and braking characteristics for normal (non-OESS) operation[, including graphs of:

1. Vehicle speed vs. time and vehicle speed vs. distance

2. Tractive effort vs. speed for maximum acceleration

3. Tractive effort vs. speed for maximum braking

Indicate if the above plots depict actual performance of an existing car or represent Proposer's estimate of anticipated performance.

B. Performance simulations over a complete round trip on the First Hill line using SDOT's line profiles provided as an attachment to this RFP based on duty cycle requirements in TS 2.5.13.

C. Braking system performance calculations for blended and friction only service braking at maximum command at AW3 loading conditions on level, tangent track. Define the stopping distance and time from 20 kph, 30 kph, 40 kph, 50 kph, and 70 kph for blended and friction-only service braking and emergency braking. Indicate if the above information depicts actual performance of an existing car or represents Proposer's estimate of anticipated performance.

D. Anticipated car weight and axle weight distribution.

E. Exterior and interior noise data for the proposed vehicle. Indicate whether the data are based on an existing vehicle with similar subsystems or are estimates only.

F. Evidence of service proven design for systems and components. SDOT realizes that no existing vehicles may meet all requirements of the TS, and modifications to existing designs will likely be necessary. Proposers should base their overall vehicle design on proven subsystems to the extent possible. Concepts based on a single vehicle or hybrids of two or more existing vehicles are acceptable.

G. Operation with the OESS should be described in Sub-part B per CP 1.5.2.3.

Carbody Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of TS 3, Carbody Structure and TS 14, Interior and Exterior Appointments.

B. Approach used to achieve the carbody structural design load requirements. Indicate previous experience in providing the levels of car body strength similar to those specified. Describe the approach to modify an existing car to be compatible with SDOT's existing fleet. Propose the level of testing necessary for verification.

C. Flooring configuration.

D. Interior step arrangement.

E. Descriptions and locations of all equipment lockers and boxes in the interior.

F. Proposed interior lining and trim materials.

Coupler Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of TS 4, Coupler.

B. Assembly-level drawings.

C. Description of the collision behavior of the coupler/anti-climber system.

D. Description of the features and operation of the coupler shroud, including procedures for opening, closing, stowing and any other operational characteristics.

Operator's Cab Requirements

A. A narrative proposal, which addresses how the Proposer intends to meet or exceed the requirements of Section TS 5, Operator Cab.

B. Operator cab area plan and elevation drawings.

C. Description of the proposed master controller group.

D. Arrangement of the operator's control console.

Passenger Doors and Bridgeplate Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of Section TS 6, Passenger Doors and Bridgeplates.

B. A description of the general arrangement and function of the door system.

C. A description of the general arrangement and function of the bridgeplate.

D. A description of the door and bridgeplate control circuitry and control logic.

E. Pushbutton arrangement.

Heating, Ventilation and Air Conditioning Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of Section TS 7, Heating, Ventilation and Air Conditioning.

B. Cooling and heating capacities of the equipment.

C. General arrangement drawings of the HVAC unit and ducting.

D. Control functions of the heating and the cooling systems.

Lighting System Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of TS 8, Lighting.

Auxiliary Electrical Equipment Requirements

A. A narrative proposal which addresses how the Proposer intends to meet or exceed the requirements of TS 9, Auxiliary Systems.

B. A block diagram showing the proposed auxiliary power generation and distribution.

C. Description of the auxiliary power supply, including anticipate loads, load management and load shedding, technical and performance data, “limp home” capabilities, and diagnostic capabilities.

D. A preliminary listing of anticipated loads connected to the LVPS.

E. A preliminary listing of the anticipated emergency loads connected to the battery.

F. Description of the batteries, battery charger, high-speed circuit breaker, knife switch assembly.

G. Description of the pantograph.

H. Description of car safety grounding and power return arrangement.

I. Description of the on-board energy storage system should be included in Sub-part B per CP 1.5.2.3.

Propulsion System Requirements

A. A narrative proposal addressing how the Proposer intends to meet or exceed the requirements of TS 10, Propulsion System and Controls.

B. Drawings showing the general arrangement and the location of propulsion equipment on the vehicle.

C. Description of spin/slide correction system and its interface with the braking system.

D. Description of traction motor and gear drive.

E. Description of propulsion control system, including interface to friction brake system.

F. Description of the propulsion system diagnostic capabilities.

G. Description of the EMI control.

H. Description of overload and transient protection.

Truck Assemblies Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of TS 11, Truck Assemblies.

B. General arrangement drawings of the proposed trucks.

C. Description of the truck/bolster and the truck to carbody interface.

D. Description of the proposed wheels and axles.

E. Description of the primary and secondary suspension arrangement of the trucks, including anticipated vertical deflection of the vehicle floor from its leveled AW0 position in response to passenger loading for AW1, AW2, AW3 and AW4.

F. Description of suspension adjustment for wheel wear.

Friction Braking Requirements

A. A narrative proposal addressing how the Proposer intends to meet or exceed the requirements of TS 12, Friction Brake System.

B. Description of the electronic control system.

C. Description of hardware components.

D. Description of the diagnostic capabilities.

E. Description of the friction brake blending method.

F. Description of the parking brake system and the parking brake application and release in case of failure.

Vehicle Communications Requirements

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of TS 13, Vehicle Communications.

B. Description of subsystems and components.

Electronic Controls and Software

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of Section TS 17, Monitoring and Diagnostics.

B. Description of vehicle network topology, protocol and architecture.

1.2.2.3 ONBOARD ENERGY STORAGE SYSTEM (OESS)

For Sub-part B of the Proposal, the Proposer shall provide the following:

A. A completed System Supplier Information form for the base supplier and one alternate supplier (if proposed).

B. A narrative proposal addressing how the Proposer intends to meet or exceed the requirements of TS 2, 9, 10, and 15 as they relate to the onboard energy storage system (OESS).

C. A complete description of the OESS, including number, size, weight, and proposed location of the components of the OESS.

D. The maximum acceleration rate and maximum (balancing) speed achievable at AW0 and AW3 on level tangent track, on a 3% uphill grade, and on a 6% uphill grade.

E. The capacity, charging and discharging rates and times, recommended charging and discharging levels, protective measures, and any temperature constraints.

F. The run times and energy expended for operation in the wireless segments on SDOT's First Hill alignment at AW2 and assuming a 20 sec stop at passenger stations and all cross streets.

SDOT has identified minimum performance requirements of an On-Board Energy Storage. System in the Technical Specifications. SDOT is interested in the potential to exceed the minimum performance requirements and anticipates that this will be a significant consideration in evaluation of the Technical Proposals. Proposal narratives and performance simulations should identify the ability to exceed the minimum requirements for:

- maximum acceleration rates and top speeds;
- length of wireless segments;
- number of wireless segments; and/or
- charging time.

If the requirements for length of wireless segments and number of wireless segments could be achieved by increasing the charging time, the narrative and performance simulations should illustrate this capability.

1.2.2.4 MANAGEMENT APPROACH AND SCHEDULE

For sub-part C of the Proposal, the Proposer shall provide the following:

A. A narrative proposal that addresses how the Proposer intends to meet or exceed the requirements of Section TS 19, Program Control and Quality Assurance. Special consideration shall be given to the contract schedule. Proposals should include suggested measures and methods to assure schedule adherence during design, manufacture and assembly.

C. A complete organization chart, including major sub-contractors, with the following information:

   1. Key individuals and their departments
   2. Their responsibilities within the organization
   3. System integration responsibilities
   4. Design, manufacturing and testing responsibilities of the Contractor and each sub-contractor or supplier for all systems and major subsystems

D. The resumes of key personnel listed in the organization chart.

E. A manufacturing plan indicating plants and locations for manufacture of major components and for final assembly.

F. A comprehensive schedule showing key milestones.

Proposers' ability to comply with the project schedule and provide assurance that the schedule can be maintained will be highly important. The Organization and Management Chart, Resumes, Manufacturing Plan and Schedule in conjunction shall demonstrate that there is sufficient design and production staff and plant capacity available at the times indicated in the schedule, and that processes and structures are in place or are planned to ensure that the schedule will be maintained.

Note that Section TS 19 of the Technical Specifications requires that the Contractor provide a Management Plan and Project Schedule for SDOT's review and approval after a Notice to Proceed is given. The Proposal submittals required by this CP 1.4.2.5 are conceptual in nature and are intended to present a general understanding of the requirements of the Technical Specifications and demonstrate the Proposer's ability to properly perform this project. They are not intended to represent the detailed submittals required by the Technical Specifications for initiation of the design review process.

1.2.2.5 SYSTEM SUPPORT PLAN

For sub-part D of the Proposal, the Proposer shall provide the following:

A. A narrative Proposal that addresses how the Proposer intends to meet or exceed the quality assurance and inspection requirements of the Technical Specifications.

B. Description of the approach applied by the Proposer for the incorporation of safety considerations in its design.

C. A preliminary plan and approach for on-site support during delivery, testing and the warranty period.

D. Representative samples of QA Plans, training materials, maintenance manuals, and parts catalogs from Proposer's previous projects that demonstrate Proposer's experience, capability and approach.

1.2.2.6 QUALIFICATION, EXPERIENCE, AND REFERENCES

For sub-part E of the Proposal, the Proposer shall provide the following:

A. A narrative describing the Proposer's capacity to perform the work under this contract. The capacity information should include annual volume figures for the past five years, facility and resource capabilities, and a listing of current commitments and ongoing projects.

B. A narrative describing how the Proposer delivered streetcars or LRVs on a similar schedule, complete with names of properties, dates of Notice to Proceed, and acceptance and revenue service dates for the vehicles.

C. Three customer references to demonstrate that similar work has been successfully performed in the past. Each referenced project shall include the following information

   1. Customer's name, address, email address and telephone number of current client employee who is familiar with the Proposer's work
   2. Number and type of vehicles supplied
   3. Original amount of Contract
   4. Amount of Change Orders
   5. Amount (if any) of claims (by either party)

1.2.2.7 ABILITY TO MEET BUY AMERICA REQUIREMENTS,

Although this Contract is not federally funded and not subject to Buy America requirements, SDOT considers conformance to Buy America requirements a benefit. For Sub-part F of the Proposal, the Proposer shall discuss and assert whether or not its Proposal conforms to Buy America or to what extent, if any, it conforms to Buy America requirements.

1.2.2.8 EXCEPTIONS

For sub-part G, the Proposer shall certify that the proposed vehicle and terms and conditions meet all the requirements of this RFP or shall list by Section heading any and all deviations or exceptions to the Commercial Provisions and/or the Technical Specifications. For any exception or deviation listed, the Proposer shall provide detailed alternative provisions or specifications as appropriate and its reasoning for such exception or deviation.

1.2.3 PRICE PROPOSAL

All copies of the Price Proposal (and a Letter of Commitment from a surety described below) shall be enclosed in one sealed envelope, which shall be marked as follows:

Price Proposal: STREETCARS
Request For Proposal No.: 2801

Submitted by: _____

All prices shall be indicated on the forms provided in this RFP including:

- Form III, Schedule of Prices--Price Summary
- Form III, Schedule of Prices--Schedule A
- Form III, Schedule of Prices--Schedule B

All blank spaces shall be filled in and no changes shall be made in the wording of the forms. All prices shall be in U.S. dollars and shall be typed or clearly written in ink. All prices in the Price Proposal shall remain valid for a period of one hundred eighty (180) days after the Proposal due date.

Additionally the Proposer shall provide a Letter of Commitment from a surety in accordance with Section 1.7.2.1.

1.3 EVALUATION AND SELECTION PROCESS

The City will award this Contract in accordance with the procedures outlined in this Section.

1.3.1 EVALUATION PROCESS

The City will appoint an Evaluation Committee that will evaluate Proposals to select the Proposal that is responsive, responsible and the most advantageous to the City. The objective of the evaluation is to determine which Proposals provide the best value to the City in terms of acceptability of technical and all other evaluation factors, including a price which is reasonable in relation to the work being performed. The Evaluation Committee will employ only those evaluation criteria set forth in the following CP 1.6.3 of this RFP and in addenda that might be issued. An evaluation criterion is deemed to include any unstated sub-criterion that reasonably might be included within the scope of the stated criterion.

Proposals will be evaluated based on the information received before the Proposal deadline stated in CP 1.4.1. Any part of a Proposal received after the Proposal deadline that the City Buyer declares to be late may be rejected without evaluation in accordance with CP 1.4.2.

City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to evaluation. This review includes such things as timely submittal, compliance to Equal Benefits, inclusion of all required forms such as the Proposer Questionnaire. City Purchasing will review to ensure a responsive and responsible Inclusion (WMBE Subcontracting) Plan.

Technical Proposals will be opened first and reviewed for basic responsiveness and compliance with the RFP by the City. Any Proposals that are egregiously inadequate or incomplete or clearly below the bounds of reasonable standard of care will be considered non-responsive, rejected, and dropped from further consideration. The separate, sealed Price Proposals will then be opened by City Purchasing and checked only to confirm that the forms are included and filled out, i.e. that they are basically responsive.

1.3.2 EVALUATION CRITERIA AND RELATIVE WEIGHTS

The Evaluation Committee will review each responsive Proposal and establish two intermediate scores, a Technical Score and a Price Score, which will then be combined into the Total Score for each Proposal. The City has established the following relative weights for the Technical Proposal and the Price Proposal.

- Technical Proposal 60%
- Price Proposal 40%

1.3.2.1 TECHNICAL PROPOSAL EVALUATION

The Evaluation Committee will employ the following main criteria and relative weights in evaluating Technical Proposals:

A.	Proposed Vehicle per Section CP 1.5.2.2	50%
B.	Onboard Energy Storage System per CP 1.5.2.3	20%
C.	Management Approach and Schedule per CP 1.5.2.4	10%
D.	System Support Plan per CP 1.5.2.5	5%
E.	Qualifications, Experience and References in CP 1.5.2.6	10%
F.	Ability to conform to Buy America as discussed per CP 1.5.2.7	5%

The Evaluation Committee may use more detailed unstated evaluation sub-criteria as long as those sub-criteria generally correlate with the main criteria stated in this Section.

1.3.2.2 PRICE PROPOSAL EVALUATION

The basis for evaluation and ranking of Price Proposals will be the Basis for Price Proposal Evaluation (BfPPE), as indicated in and identified in CP 2, Form III Schedule of Prices-Price Summary. The Evaluation Committee will check all Form III forms for mathematical errors and will correct any errors and recalculate prices on the assumption that (the lowest) unit prices are correct and thus predominate. The City may notify the Proposer if corrections are made. The City reserves the right to reject any Proposal with widespread and egregious mathematical errors or with significantly unbalanced unit prices. No breakdown of the Price Score will be used.

1.3.3 EVALUATION METHODOLOGY

The Technical Score will be established by the following procedure: The Evaluation Committee will review each Technical Proposal in accordance with the criteria established in CP 1.6.3 above. Each main criterion set forth in CP 1.6.3 will be assigned a score up to its maximum percentage of 100 points. The evaluation committee will assign scores for each sub-criterion. A maximum score will be given for each sub-criterion for a Proposal that is fully compliant with the specification, has no associated risks and disadvantages and has a preponderance of merit. If the Proposer has proposed two suppliers or configurations for a particular system or subsystem, the Evaluation Committeewill score each and use the average score for the two suppliers or configurations. The sub-criteria scores will be added up to the combined score for each main criterion. Thus, a maximum of its percentage of one hundred (100) points will be possible for each main criterion. The main criteria scores will be added to form the (unweighted) Technical Score. Following this methodology, a maximum unweighted Technical Score of one hundred (100) points will be possible. Proposals that receive an unweighted Technical Score of less than fifty (50) points shall be deemed unacceptable in meeting SDOT's minimum technical requirements. Such Proposals will not be considered further and will be rejected without development of the Price Score.

The Price Score will be established by the following procedure: The sealed envelope of the Price Proposals (i.e. Schedule of Prices) will be opened by the evaluation committee after the technical evaluation has been completed. Based on the Basis for Price Proposal Evaluation, the lowest proposed price will be assigned an unweighted Price Score of one hundred (100) points. All other Price Proposals will be prorated by the following formula:

$$\text{Unweighted Price Score} = \left(2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}}\right) \text{X } 100 \text{ Points}$$

Unweighted Price Scores calculated to be less than zero will retain their negative value.

The unweighted Technical Score and unweighted Price Score will be multiplied by their individual weighting established in CP 1.5.3 and combined to form the Total Score for each Proposer. Proposers will be ranked according to the Total Score achieved, with the highest ranking being that with the highest Total Score.

After ranking, the evaluation committee will decide whether to recommend to:

A. Award to the highest ranked Proposer; or

B. Reject all Proposals; or

C. Establish a competitive range, enter into discussions with all Proposers within the competitive range, and initiate and complete the second step of the two step process.

Clarifications

In the event that clarifications to Proposals are required, the City reserves the right to investigate the qualifications of Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

At any time during establishing the competitive range or discussions with the competitive range or prior to award of contract, the City may visit Proposers' facilities to verify claims made in the Proposal or examine vehicles in service at the transit agencies referenced in the Proposal, and Proposers may be required to arrange such visits. A City representative, upon reasonable advance written notice, shall also have the right to examine any books, records, accounts and other documents of any Proposer to determine the reasonableness, allowability, and allocability of the Proposal.

1.3.4 COMPETITIVE RANGE

After evaluations in step one are complete, the City will select on one or more Proposals that are within a competitive range to proceed forward with further evaluation, unless all Proposals are rejected. The City will determine which proposals are within a competitive range. Proposals will be placed into the competitive range in the order in which they scored, unless a Proposal is so deficient in a particular component, with high associated risks and a low probability of making it acceptable, as to preclude meaningful negotiations.

1.3.5 DISCUSSIONS

Discussions will be conducted individually with each Proposer within the competitive range. Discussions may include meetings or telephone conversations between individual Proposers and all or part of the Evaluation Committee, or written correspondence between the City and the Proposer. However, oral representations by either the City or a Proposer, while useful and necessary to progress the course of the discussions, shall not be considered binding. Discussions shall include any exceptions taken by the Proposer.

1.3.6 REQUEST FOR BEST AND FINAL OFFER

After conclusion of the first step, the City may revise the Commercial Provisions and Technical Specifications to reflect information garnered during the first step and will issue a Request for Best and Final Offer (RBAFO) to the Proposer(s) , selected for this final phase. After receipt, BAFOs will be reviewed, evaluated and ranked, following procedures generally outlined in CP 1.6.2 through 1.6.4 above as modified by the RBAFO. The City may also use a qualitative evaluation, as opposed to a strictly quantitative basis, to assist in ranking of the BAFOs and determining the best value BAFO fort he City.

The Evaluation Committee will recommend that the highest ranked Proposer be selected for award or that the City enter into negotiations with the highest ranked Proposer. Should there be negotiations with the highest ranked Proposer and should they not be successful in the opinion of the City, the City reserves the right to enter into negotiations with the second highest ranked Proposer and award to that Proposer if the negotiations are successful.

Notice of Intent to Award will be sent to the selected Proposer. Following the final approval by the City, originals of the Contract Documents will be forwarded to the successful Proposer for signature.

1.3.7 SINGLE PROPOSER - COST AND PRICE ANALYSIS

If only one responsive Proposal (or BAFO) is received, SDOT may conduct a price or cost analysis, or both, of the Proposal to assess whether the prices offered by the Proposer are fair and reasonable. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost elements. A cost analysis includes the appropriate verification of cost data, the evaluation of specific elements of cost, and the projection of the data to determine the effect on price. If so requested bythe City, the Proposer shall promptly submit cost data and related information on a form provided bythe City. The City may choose to have auditors perform an audit of the Proposer's cost data, and the Proposer shall cooperate with the City and make personnel and cost information available to the auditors.

The City may negotiate with the single Proposer and request a revised Proposal, before requesting detailed cost data for a cost analysis.

1.3.8 PRE-AWARD BUY AMERICA CONFIRMATION

This procurement does not fall under the requirements of 49 CFR Part 663. However, the City may elect to perform a pre-award audit to assess (extent of) compliance with Buy America requirements anyway. After a Proposer has been selected for award and has been sent the Notice of Intent to Award letter, the Proposer, if requested, shall provide cost information of sufficient detail to allow an auditor to determine the extent that federal Buy America requirements are met. Cost information shall be submitted by the successful Proposer and by the Proposer's sub-contractors to an auditor selected bythethe auditor's report will contain only summary data, but not cost and pricing data of individual components.

The selected Proposer shall cooperate with the City and its auditors and provide all documentation pertaining to the Buy America requirements as is reasonably required to allow the completion of an audit in sufficient detail to enable SDOT to confirm compliance in the manner set forth in 49 CFR 663.25. Within fourteen (14) calendar days after the Notice of Intent to Award, the selected Proposer shall provide the City's appointed auditor with all such information, records, and data as is reasonably required by the auditor to complete the Buy America audit. Information provided by the Proposer about the actual cost of components and subcomponents (other than costs expressed as a percentage of total vehicle cost) shall be kept confidential to the extent cost data is clearly marked as proprietary by Proposer, and to the fullest extent permitted under applicable state or federal law.

1.4 AWARD AND EXECUTION OF CONTRACT

Instructions to the Apparently Successful Vendor(s).

The Apparently Successful Proposer will receive an Intent to Award Letter from the Buyer 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.

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)
- Approved Contract Bond

Taxpayer Identification Number and W-9.

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

w9 2011.pdf

1.4.1 CONTRACT EXECUTION

The Proposer to whom City Purchasing issues an of Intent to Award shall sign and return the written contract to the City Purchasing Buyer, along with any other required materials. Upon receipt by City Purchasing of all required documentation and submittals, including acceptable performance security (see CP 1.7.2), satisfactory results from the Buy America Pre-Award Audit (see CP 1.6.7) if performed, and the signed Contract, the City Purchasing Director will execute the Contract. SDOT will issue a subsequent written Notice to Proceed (NTP).

1.4.2 PERFORMANCE SECURITY REQUIREMENTS

A performance bond or letter of credit shall be provided by the successful Proposer in accordance with this Section. The Contractor shall provide the bond or letter of credit described below before NTP, at the price shown in the Schedule of Prices.

1.4.2.1 PERFORMANCE BOND OR LETTER OF CREDIT

The Contractor shall provide and continuously maintain for the term of the Contract a performance bond or letter of credit in the amount of one hundred percent (100%) of the total Contract amount including change orders and sales or use tax except that the amount may decrease to fifty percent (50%) of the total Contract amount including change orders and sales or use tax upon Conditional Acceptance of the first vehicle and may decrease to five percent (5%) of the total Contract amount including change orders and sales or use tax after Conditional Acceptance of the last vehicle.

The performance bond shall guarantee faithful performance of the Contract including any changes thereto. The bond shall be payable to SDOT and issued by a good and sufficient surety company:

- authorized to transact business in Washington,
- listed in the then current U.S. Department of the Treasury's Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,
- included on the Washington State Insurance Commissioner's Authorized Insurance Company List, and
- with 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 http://www.fms.treas.gov/c570/c570.html. The Contractor shall deliver the performance bond to SDOT within ten (10) days after it has been notified by SDOT of award.

In lieu of a performance bond as described above, the Contractor may provide an irrevocable letter of credit issued by a bank with an underlying rating of AA- or better by Standard & Poor's or B or better by Moody's Investor Service and subject to SDOT approval.

The performance bond or Letter of Credit is required at the time the Contract is signed and returned to City Purchasing. City Purchasing does not intend to execute the Contract until the proper and approved form of the performance bond or Letter of Credit has been accepted by the City.

As part of its Price Proposal (see Section 1.5.3), Proposers shall submit a Letter of Commitment from an approved surety. 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 actually 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 performance 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 in accordance with the requirements of this Section.

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 accordance with the requirements of this Section.

Additional information regarding proposal security requirements is provided in Attachment 1.

1.4.2.2 CORPORATE GUARANTEE

The City may consider other Contractor-proposed alternates to the bonding requirements described herein, such as a Corporate Guarantee, provided by a sufficiently large and financially stable parent company of the Proposer.

1.4.2.3 PERFORMANCE SECURITY FOR OPTIONS

In the event that the City exercises an option(s) for additional vehicles (see CP 5), prior to receipt of any payment for option(s), the Contractor shall furnish a performance security in accordance with all of the requirements in CP 1.7.2.1 or 1.7.2.2 except that the security may reduce from one hundred percent (100%) of the amount of the option(s) to five (5%) upon Conditional Acceptance of the first option vehicle.

1.4.3 INSURANCE REQUIREMENTS

Prior to contract execution, Proposer shall provide City Purchasing with satisfactory evidence that policies providing such coverages and limits of insurance as indicated in the Special Provisions are in full force or may be obtained by the Proposer prior to issuance of Notice to Proceed. Satisfactory evidence may be demonstrated by a Certificate of

Insurance or letter issued by Proposer's Insurance agent or broker. Note that some insurance requirements may be listed as separate Proposal items, and the cost of this insurance is not to be included in other Proposal items.

1.5 CITY RIGHTS

The City may investigate the qualifications of any Proposer under consideration inclusive of, but not limited to, the information provided in the Proposal. The City may require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this RFP. The City reserves the right to:

1. Seek the assistance of outside technical experts to review Proposals and BAFOs;
2. Approve or disapprove the use of particular subcontractors and suppliers;
3. Award to the highest ranked Proposer in the first step without requesting best and final offers (BAFOs);
4. Establish a competitive range of Proposers eligible for discussions after review of written Proposals and hold discussions with all Proposers in the competitive range;
5. Solicit (BAFOs) from all Proposers in the competitive range;
6. Negotiate with the Proposer that offers the best value Proposal after review of BAFOs or award to the Proposer that offers the best value Proposal after review of BAFOs without negotiations;
7. Select other than the lowest priced Proposal;
8. Disqualify Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
9. Waive any informalities or irregularities in any Proposal, to the extent permitted by law; and
10. Award a Contract without interviews, discussions or negotiations.

This RFP does not commit City Purchasing to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of Proposals or in anticipation of a contract. No Proposer shall have any rights against the City arising at any stage of the solicitation from any negotiations that take place, or from the fact that the City does not select a Proposer for negotiations.

Protests and Complaints.

City Purchasing 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/purchasing for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the

City. Note that 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.

Attachment 1
Performance Security Information

THE CITY OF SEATTLE

PURCHASING SERVICES SECTION

INSTRUCTIONS TO BIDDERS/PROPOSERS/CONTRACTORS/SURETIES REGARDING

CONTRACT, PROPOSAL, & BID BONDS & BONDS IN LIEU OF A RETAINED PERCENTAGE

NOTE TO BIDDERS/PROPOSERS/CONTRACTORS/PROPOSERS/SURETIES: These instructions are applicable to all bonds, including performance, labor and materials, payment, maintenance, personal surety, bonds in lieu of retained percentages of compensation payable to a contractor/Proposer, etc.

1. **TYPE OF FORM THAT'S ACCEPTABLE:** The bond must be on the City's form. No substitutions will be acceptable.

2. **MANNER IN WHICH BLANK SPACES ARE FILLED IN:** All blank spaces to be filled in must be completed using a typewriter or by handwriting. Photocopied insertions will not be accepted, nor will any bond form on which there is any evidence of correction fluid or tape ("white-out").

3. **IDENTIFICATION OF PRINCIPAL:** The bond must identify as the bond's "Principal" whatever person or entity is legally obligated to provide the bond. The Principal should be identified by its/his/her legal name. If the proposer/bidder/Proposer/contractor does business under an assumed name (a "d/b/a") that has been registered with the State of Washington Dept. of Licenses or an equivalent governmental agency, that name may be separately stated in the separate blank space provided for further identification purposes.

4. **IDENTIFICATION OF SURETY:** The bond must state the Surety's legal name, the state in which the Surety was legally organized, and that the Surety is legally doing business in the State of Washington. Only sureties that are included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), and are included on the Washington State Insurance Commissioner's Authorized Insurance Company List, and have a rating listed in the A. M. Best's Key Rating Guide of "A-: VII" or better are acceptable to the City.

5. **AMOUNT OF BOND:** The dollar amount (the "penal sum") of the bond must be stated as follows:

a. For a contract bond for an awarded contract, the amount of the contract award including sales tax or use tax, whichever is applicable.

b. For a bid bond, five percent (5%) of the amount bid.

c. For a bond in lieu of a retained percentage of compensation payable under the contract (a “retainage bond” or “bond in lieu”), five percent (5%) of the amount of contract, as awarded, including sales or use tax, whichever is applicable.

(Note that for contact bonds and retainage bonds, the amount of the bond is subject to change.)

For each type of bond, the amount should be spelled out and written in numbers. The spelled out dollar amount must be the same as the numerical dollar amount.

6. **CONTRACT/PURCHASE ORDER NUMBER:** The Purchase Order/Proposer Contract number must appear on the Bond. (This requirement does not apply to bid bonds and proposal bonds.)

7. **PERSONS AUTHORIZED TO SIGN BOND FOR PRINCIPAL:** A person authorized to legally obligate the proposer/bidder/Proposer/contractor as the Principal must sign the bond.

   a. **For a corporation** identified in the bond as the Principal, the signature of one of the following will be acceptable:
      (1) the corporation’s president;
      (2) a corporate vice president;
      (3) a person to whom signature authority has been delegated by the president or a vice president through a Power of Attorney (a copy of the Power of Attorney* must be attached); or
      (4) a person authorized by a provision in the Corporate Articles of Incorporation, a By-Law, or Resolution of the Board of Directors (a copy of the pertinent Corporate Article of Incorporation, By-Law or Resolution* must be attached); or
      (5) a person to whom signature authority has been delegated by the corporation’s president or a corporate vice president through a specific delegation letter (a copy of which must be attached*).

b. **For a partnership** identified in the Bond as the Principal, the signature of one of the following will be acceptable:

(1) the managing general partner, or

(2) any general (not a limited) partner, or

(3) a person to whom signature authority has been delegated by a general partner through a Power of Attorney or specific delegation letter (a copy of which Power of Attorney or letter* must be attached).

c. **For a sole proprietorship** identified in the Bond as the Principal, the Bond must be signed as follows:

(1) If the proprietor (owner) is married but owns the business as his/her separate property, or if not married, by the signature of just that one person; or

(2) If the proprietor (owner) is married and does not own the business as his/her separate property, by the signature of both the husband and wife; or

(3) a person to whom signature authority has been delegated by the proprietor through a Power of Attorney or specific delegation letter (a copy of which Power of Attorney or letter* must be attached).

d. **For a Limited Liability Company ("LLC")** identified in the Bond as the Principal, the signature of the following will be acceptable.

(1) The LLC's "Manager," if the LLC has been established under Washington State Law and a Manager has been designated for such entity in the Certificate of Formation filed with the Secretary of State pursuant to RCW 25.15.070 (but if more than one Manager has been designated, then additional documentation must be submitted explaining how many managers must act to bind the LLC, and that number of signatures must be on the bond); or

(2) If the LLC has been established under Washington State Law and no person has been designated as the "Manager" for such entity in the Certificate of Formation filed with the Secretary of State pursuant to RCW 25.15.070, then any person identified in such Certificate of Formation as a "Member" of the LLC; or

(3) If the LLC is established under the laws of any state besides Washington, the legal representative of the LLC that is authorized by that state's laws to execute binding commitments on behalf of the LLC (but documentation of the authority of the person signing the bond for the LLC will have to be provided to the City to establish that the signer is legally authorized to bind the LLC) ; or

(4) A person authorized by Power of Attorney from the LLC's Manager or a member (a copy of the Power of Attorney* must be attached)

7. **PERSON AUTHORIZED TO SIGN BOND FOR SURETY:** The bond must be signed by an authorized agent of the surety company. A currently dated Power of Attorney* for the agent must be attached to the bond.

8. **SIGNER'S NAMES AND TITLES MUST BE PRINTED OR TYPED BESIDE SIGNATURES:** The name and title of the person signing for the Principal and Surety must be legibly printed or typed adjacent to the signature of each such person.

*** SPECIAL INSTRUCTIONS REGARDING SUPPLEMENTARY DOCUMENTATION REQUIRED FOR BONDS:**

Any supplementary material that these instructions indicate must be submitted with a bond, including but not limited to (a) a copy of a Power of Attorney; (b) excerpt from corporate Articles of Incorporation, By Laws or Resolution; (c) letter delegating signature authority; or (d) LLC Certificate of Formation or equivalent document, must be attached to a certificate that states that such material is a true and correct copy of the document that it purports to be, that the facts stated in such material have not been changed in any material respect, and that the authority as stated in such documentation is currently in full force and effect. Such certificate must have been signed contemporaneously with the Bond by a person with the same authority to bind the principal as the person signing the bond for the principal or by a person who has authority to make representations of fact regarding the authority of representatives of the Principal (such as the Secretary of a corporation).

IRREVOCABLE STANDBY LETTER OF CREDIT

Re: Letter of Credit #_____
Beneficiary: The City of Seattle
Applicant: _____
[Insert the full legal name of Applicant]

We,_____(“Bank”), hereby issue this
[Insert full legal name of bank issuing Letter of Credit]

Irrevocable Standby Letter of Credit in the amount of_____
_____/100 Dollars ($_____),
lawful money of the United States of America, available to Beneficiary by draft drawn at sight on the Bank accompanied by the following two documents:

1. Beneficiary’s signed statement that:

   (a) the Applicant is in breach of the contract between it and Beneficiary, contract # _____; **or**

   (b) the Beneficiary has received notice pursuant to Additional Condition No. 1, below, that this Letter of Credit will not be renewed and the Applicant has failed to deliver to the Beneficiary within the period specified in the Beneficiary’s notice to the Applicant either a surety bond or a cash deposit in an amount equal to the amount remaining available to the Beneficiary under this Irrevocable Standby Letter of Credit and either (i) the DEA Director has not yet determined that the requirements of the contract identified in paragraph 1.a, above, have been met or (ii) less than one (1) year has passed since such Director made such determination**.**

and

2. The original of this Letter of Credit and Amendments, if any.

ADDITIONAL CONDITIONS:

1. This Letter of Credit shall be automatically renewed, without amendment, for an additional period of one (1) year from the present expiration date and each future expiration date unless the Bank has notified the Beneficiary in

writing not less than thirty (30) days before such expiration date, that the Bank elects not to renew this Letter of Credit. The present expiration date is _____. All notices to the Beneficiary shall be in writing and sent via courier to the following address:

The City of Seattle, Department of Executive Administration, Purchasing Services, 700 Fifth Avenue, Suite 4112, Seattle, WA 98104.

2. Partial draws under this Letter of Credit are allowed.

3. Drafts drawn under this Letter of Credit must bear the following clause: "Drawn under _____ Letter of
[Insert full legal name of bank issuing Letter of Credit]

Credit No. _____."
[Insert appropriate number]

4. All banking charges including but not limited to those of the issuing Bank are the responsibility of, and shall be paid by, the Applicant.

5. This Letter of Credit is subject to "The Uniform Customs and Practice for Documentary Credits" (1993 Revision) International Chamber of Commerce Publication No. 500.

6. Pursuant to U. S. law, the Bank is prohibited from issuing, transferring, accepting, or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U. S. Dept. of Treasury, or subject to the denial of export privileges by the U. S. Dept. of Commerce.

7. The Bank hereby engages with the Beneficiary that draft(s) drawn and/or documents presented under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to said Bank.

8. Except to the extent otherwise required by federal law, the Bank shall comply with all applicable laws of the State of Washington, and the applicable provisions of the Charter and ordinances of The City of Seattle.

9. The Bank agrees to be subject to the jurisdiction of the State of Washington, and the venue for any action hereunder shall be the King County Superior Court, King County, Washington.

10. The Beneficiary is authorized to make any draw upon this Irrevocable Standby Letter of Credit at the following location in Seattle, Washington:

_____

[fill in local address of Bank]

By: _____

_____

printed name and title of Bank officer

Legal name of Bank

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR BANK**
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____, is the person(s) described in and who executed the foregoing Letter of Credit, and said person acknowledged to me that he/she signed and sealed said Letter of Credit as the free and voluntary act and deed of the Bank so identified in the foregoing Letter of Credit for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said Letter of Credit for the Bank named therein.

WITNESS my hand and official seal hereto affixed this _____ day of _____, _____.

_____ _____

(Signature of Notary Public) *(Print or type name of Notary Public)*

Notary Public in and for the State of _____ residing at _____

My commission expires _____. **SEAL➔**

Bond No. _____

PAYMENT AND PERFORMANCE BOND
THE CITY OF SEATTLE

We, _____("Principal"), and
[Insert full legal name of Proposer / Contractor]
_____,
a_____ corporation
[Insert legal name of Surety and its state of incorporation]
authorized to transact surety business in the State of Washington, ("Surety"), are held and firmly bound unto **The City of Seattle** ("City"), as Obligee, in an amount equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and City, which total is ***initially*** _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum Principal and Surety bind themselves, their heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for _____ _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and all addenda, amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington and is subject to all provisions thereof and the Charter and ordinances of City insofar as they are not in conflict therewith, and is entered into for the use and benefit of City, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

THE CONDITION OF THIS OBLIGATION is such that if Principal faithfully performs all the provisions of the Contract and pays all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work; and pays all other just debts incurred in the performance of such work (provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to any such contractor or subcontractor or other person in the performance of such work); and to the extent permitted by law indemnifies, defends, and holds City harmless from all cost and damage by reason of Principal's default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by City, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Principal *(i.e.*, Proposer/Contractor). No such change or any combination thereof shall void or impair Surety's obligation hereunder.

(3) Whenever City has declared Principal (*i.e.*, Proposer/Contractor) to be in default and City has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice) specify, in written notice to City, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

(a) Remedy the default within fifteen (15) days after its notice to City; or
(b) Assume within fifteen (15) days following its notice to City, full responsibility for the completion of the Contract in accordance with all of its provisions, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or

(c) Pay City upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by City as a result of Principal's *(i.e.,*Proposer/Contractor's) default, including but not limited to those incurred by City to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a **Bond No.** determination by City and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and City, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion of the Contract less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by City to Principal (*i.e.,* Proposer/Contractor) under the Contract, less the amount properly paid by City to Principal *(i.e.,* Proposer/Contractor).

In addition to (a) through (d) above, Surety shall pay City all other reasonable costs and expenses incurred by City as a result of Principal's (i.e. Proposer/Contractor's) default, and prior to Surety's exercising any option available to Surety under this bond.

(4) The venue for any action arising out of or in connection with this bond shall be in King County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than The City of Seattle and, to the extent required under RCW Chapter 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) Nothing of whatever kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity, or usage relating to the liability of sureties to the contrary notwithstanding.

(7) No rider, amendment, or other document modifies this Bond unless made in writing and accepted by Principal, Surety and the City.

(8) Surety shall give to Principal and to City not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond. Notice to City shall be mailed to: DEA, P. O. Box 94687, Seattle, WA 98124-4687or delivered to DEA at 700 5th Av., Ste. 4112, Seattle, WA 98104-5042.

(9) Principal must provide City with a replacement bond, acceptable to City, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (8) above.

(10)If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (8) above, such failure shall constitute a default under this bond, for which City may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must either appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) or have a current rating of at least A-:VII in A. M. Best's Key Rating Guide. Additionally, every Surety named on this bond must be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company ("LLC") or, if no manager has been designated, a member of such entity; a general partner of a limited liability partnership ("LLP"); or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, power of attorney, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the Seattle City Attorney's Office that such delegation was in effect on the date the bond was signed.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.

Bond No. _____

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

_____
(Type or print name of Attorney-in-Fact)

_____
(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Principal)

_____
(Type or print NAME of signer for Principal)

_____
(Type or print TITLE of signer for Principal)

STATE OF _____)
) ss:
COUNTY OF_____)

ACKNOWLEDGMENT FOR PRINCIPAL

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, said person acknowledged that he/she signed this bond, and on oath stated that he/she was authorized to execute the bond on behalf of the Principal as the Principal's free and voluntary act for the uses and purposes mentioned therein. WITNESS my hand and official seal hereto affixed this _____ day of _____, _____.

_____ _____
(Signature of Notary Public) *(Print or type name of Notary Public)*

Notary Public in and for the state of _____ residing at _____
My commission expires _____.

SEAL➔

STATE OF _____)
) ss:
COUNTY OF_____)

ACKNOWLEDGMENT FOR SURETY

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me as the Attorney-in-Fact for the Surety that executed the foregoing bond, acknowledged that said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed this _____ day of _____, _____.

_____ _____
(Signature of Notary Public) *(Print or type name of Notary Public)*

Notary Public in and for the state of _____ residing at _____
My commission expires _____.

SEAL➔