City of Seattle

Request for Proposal
RFP No. FAS-070111
TITLE: Fire Boat Chief Seattle Retrofit
Closing Date & Time: 9/2/11, 2:00 PM

Schedule of Events	Date
RFP Release	7/5/11
Pre-Proposal Conference	7/14/11, 9:00 AM – 10:00 AM
Mandatory Ship Check	7/14/11, 10:00 AM – 1:00 PM 7/26/11, 10:00 AM – 1:00 PM
Deadline for Questions & Deadline for PBT Toxin Comments	8/10/11, 2:00 PM
Substitution Requests to the City	8/19/11, 5:00 PM
Sealed Proposals Due to the City	9/2/11, 2:00 PM

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 mailing envelope with RFP #FAS-070111

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AND MUST BE AT THIS LOCATION:

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

Laura Kim
City Purchasing
PO Box 94687
Seattle, WA 98124-4687

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

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

1. BACKGROUND AND PURPOSE.

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

Purpose:

Retrofit of one (1) Fire Fighting Vessel, (F/B Chief Seattle) according to the Contract Design Plans and Technical Specifications and related and supporting documentation furnished with the Proposal Documents.

Background:

The *F/B CHIEF SEATTLE*, O.N. 674678, was built by Nichols Brothers Boat Builders, Freeland, WA, and delivered in 1984. The *CHIEF SEATTLE* is a fully equipped and operational aluminum-hulled fire-fighting vessel in year-round operation in Seattle, Washington. The vessel is not ABS classed, and is not USCG inspected. Following are some principal characteristics:

Length, overall	96'-6"
Length, design load waterline	90'-0"
Length between perpendiculars	85'-0"
Maximum beam at main deck	23'-0"
Design draft	7'-0"
Depth to main deck	10'-7"
Design displacement	80.1 LT
Fresh water capacity	50 gallons
Sewage holding capacity	30 gallons
Fuel oil capacity (@ 95%)	1,425 gallons
Lube oil capacity (@ 95%)	None
Salt water ballast capacity	None
Regulatory gross tonnage	None

The vessel's hull is transversely framed all welded aluminum, configured with the main deck as the bulkhead deck. There are five (5) transverse watertight bulkheads, at Frames 1, 4, 6, 13, and 15. The vessel's superstructure is also aluminum. The vessel's main deck includes an equipment storage room and a medical room. The crew spaces include a day room and head located in the hold level forward of the engine room.

The vessel is currently propelled by three (3) Detroit Diesel 16V-92, 1,012 BHP each, high-speed marine diesel engines driving three fixed-pitch propellers through reduction gears and stern-tube mounted shafting. Steering is via three hydraulic powered spade rudders located aft of the propellers. Ships service electric power loads are served by two John Deere diesel-generator sets at 40 kW each, feeding through a conventional marine electric power and light distribution system.

2. SOLICITATION OBJECTIVES.

The City expects to achieve the following outcomes through a purchase order:
Upgrade and refurbish the F/B Chief Seattle, as described by the Section 1.3 Scope of Work of the Specifications, to include new propulsion engines, new firefighting engines and pumps; engine room ventilation upgrade; new generator sets; replace Pilothouse above bridge deck; new Pilothouse service panel; refurbishment of under-wharf monitors; hull plating replacement; vessel re-coating; bilge system repair; new surveillance system installation; new steering units; new bow thrusters; new foam tanks; options for replacing superstructure above main deck and main switchboard, a new workboat; upgrade of crew spaces; and other work as described in the Specifications, Section 1.3 Scope of Work

3. MINIMUM QUALIFICATIONS.

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

- Must have renovated or constructed, and delivered one (1) aluminum hulled boat of similar size and complexity to the F/B Chief Seattle
- Must have a minimum of four years in building and renovating aluminum hulled vessels**.** That building experience should include four such vessels, at least one which is of the size and complexity of the Fireboat. Equivalent vessel construction experience will be considered

4. LICENSING AND BUSINESS TAX REQUIREMENTS.

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

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

Seattle Business Licensing and associated taxes.

1. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A "physical nexus" means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card https://dea.seattle.gov/self/
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484, or call RCP staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is http://www.seattle.gov/rca/taxes/taxmain.htm.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

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

5. SPECIFICATIONS and SCOPE OF WORK.

Substitution of Material: Where a specific brand name and model is specified, followed by the term "or equal", the Contractor may submit to the Owner written requests for substitution of materials at least ten (10) days prior to the due date of the proposal. The request shall include all relevant data establishing equality or superiority of the substitute as it relates to the following:

A. Performance, size, weight, and durability characteristics.
B. Availability of parts and service in the Pacific Northwest
C. Requisite agency approvals
D. Service history/records of the substitute item
E. Names of the firms who have the item in similar service
F. An analysis of the effect on vessel weight, center of gravity and stability
G. Other salient technical data germane to a comparative analysis

If requested, the Contractor will make arrangements for the Owner to view the proposed substitute item in use elsewhere or deliver a sample to the Owner's office.

The Owner will not consider any request for substitution unless it is in writing and it includes all information specified herein.

All-inclusive requests will be responded to within seven (7) days of either the receipt of the request or the Owner's viewing of the proposed substitute, whichever is later.

The Owner's determination will be considered final.

It shall be the Contractor's responsibility to design, integrate, test and incorporate the "or equal" item in the work. All costs incurred as a result of the substitution, over and above the cost of the Owner-specified item, shall be the Contractor's expense.

No substitution of materials and/or equipment shall be allowed after the award of Contract.

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

changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

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

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

Returns and Restocking:

(a) Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.

(b) Standard Stock items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.

(c) Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Vendor, not in any event to exceed 10% of the total cost of the order.

(d) Fabricated Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the customer expenses incurred up until the date of the cancellation, not in any event to exceed the cost of the order.

(e) Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

Prohibition on Advance Payments.
Herein, the City has indicated a payment schedule for completion of various phases of the project. The Vendor must complete the work that is required for the invoice payment, and the City will pay the invoice upon completion of such work that has been indicated for each invoice. Except as allowed for by the phased invoicing specified herein, the City shall not make advance payment. No request for early payment, down payment or partial payment will be honored; payment shall be made only upon delivery of units or

completion of project milestones. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Rates and Prices: Pricing shall be prepared with the following terms. These are in addition to annual Prevailing Wage adjustments instructions when required that are specified elsewhere within this solicitation. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the vendor rejects in writing immediately upon receipt of such a Change Order.

Requests for Price Decreases: Vendors can offer volume discounts or improved pricing that is more favorable to the City at any time, when a specific order is placed or when a long-term change in costs allows the vendor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

Requests for Price Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. **One-time Purchase Order Prices**: If the Bid is for a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by the Vendor. With this said, the Vendor may submit requests to reduce and decrease the price.

Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Environmental Specifications

Paper and Paper Product Requirements: To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that vendors under City contract use environmentally preferable products in production of City work products.

- The City desires the use of 100% PCF (post consumer recycled content, chlorine-free) to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies. Note - Keeney's is a Women Owned Firm and may be noted on your Inclusion Plan.

- The City prohibits plastic and vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Inclusion Plan.

- Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.

Delivery of Products and Services – Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and delivery location for more than five minutes. The City requires vendors to use practices to reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery. Exceptions to this requirement include when a vehicle makes deliveries and associated power is necessary; when the engine provides power in another device, and if required for proper engine warm-up and cool-down. Examples include "bucket" trucks that allow workers to reach telephone wires or tree branches; and vehicles with a lift on the back to move products in and out of the truck. The City is committed to reduction of unnecessary fuel emissions and intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. A reference sheet regarding Anti-Idling is Attachment #1.

Environmental Standards: USEPA Standards shall be a minimum specification for products delivered and for those used within services provided to the City, if any such standards have been published by the USEPA, unless specified otherwise herein. See http://www.epa.gov/epaoswer/non-hw/procure/index.htm

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

Unless specifically allowed within this solicitation, all equipment, supplies and other products submitted for Bid/response are to be free of Persistent Bioaccumulative Toxic chemicals including mercury, dioxin, PCB and others as listed in the DOE PBT priority list. If an interested Vendor has a product that contains or releases any PBT materials as defined above, Vendor may notify the City RFP Coordinator on or before the date specified on the schedule (see Page 1). Should the City determine that the product being acquired by the City does not have a reasonable or economically feasible substitute, the City may amend this PBT-Free requirement to allow for -- or provide a maximum of 10% preference for -- products that include or release the least amount of such PBT chemical as practical. The City may reject Bids/responses with PBT content or release, if the Bids/responses is not in accordance with this PBT-Free specification or has not amended the specification otherwise. Additional information about such products is available:
PBT - http://www.ecy.wa.gov/programs/eap/pbt/pbtfaq.html
Mercury - http://www.ecy.wa.gov/programs/eap/pbt/mercuryplan.html
Flame Retardants (PBDE) - http://www.ecy.wa.gov/programs/eap/pbt/pbde/
The City Council Resolution, Attachment #2.

Davis-Bacon Act:
Work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

The Contractor and every Subcontractor must then pay the greater of the State prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification

basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the City. http://www.wdol.gov

Prevailing Wage Requirements

Preparing Offer Forms with consideration of Prevailing Wages.
State of Washington prevailing wage rates apply to this contract work, the Offer submitted must clearly show the intent of the Vendor to pay prevailing wages. The City Buyer will consider whether pricing of the Offer is sufficient to clearly support payment of prevailing wages, and may seek clarification and/or reject the Offer accordingly. Note that your Offer should be sufficient to pay prevailing wages, as well as any vendor costs associated with filing of Intents and Affidavits, including filing of one Intent for the contract or multiple Intents during the life of the contract as required by the Department of Labor & Industries.

Prevailing Wage Requirements

a. This contract has a category of work subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all subcontractors.

b. Filing Your Intent: The City requires an approved Intent from the Vendor for all the work within the contract. The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form(s) concurrent with contract execution and as otherwise required by L&I. The Vendor works directly with L&I to receive an acceptable and approved Intent concurrent with contract execution, and/or multiple intents as required by L&I, which will comply with L&I filing and approval requirements.

- To do so, the Contractor and any subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.
- The Contractor shall promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
- The Contractor also shall require any subcontractor to file an Intent with L&I.
- This must be done online at the L&I website: http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp.
- If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
- The Contractor shall notify the Buyer of the Intents that are filed by both the Contractor and all subs.

c. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of bid opening for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

d. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

e. In certain situations, an Intent is required but the wages may be exempt. The Vendor may indicate that they qualify for an exemption to wages for the following:

- Sole owners and their spouse.
- Any partner who owns at least 30% of a partnership.
- The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
- Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

f. Prevailing Wage rates in effect at the time of bid opening are attached. These wages remain in

effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).

g. It is the sole responsibility of the Contractor to assign the appropriate classification and associated wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.

h. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.

i. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.

j. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.

k. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).

l. For jobs above $10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be postured in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.

m. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

Bid Guaranty

Bid bond, cashier's check or certified check accompanying the Bid as a guarantee that the Bidder will enter into an agreement with the Owner for performance of the work if the Bidder is awarded the Contract.

BID GUARANTY

The Bid Guaranty shall be for a sum equal to five percent of the maximum Bid amount that could be awarded based on the Bidder's Bid, including sales tax, Additives, and Alternates, if applicable. A Bid will not be accepted or considered unless accompanied by a Bid Guaranty.

A Bid shall be accompanied by a Bid Guaranty in the form of:
1. A certified or cashier's check payable to The City of Seattle, or
2. A Bid bond on the form issued by the Surety.

Bid bonds must be issued by a surety company that is authorized to do business in the State of Washington and appears on the current list of authorized insurance companies published by the Office of the Washington State Insurance Commissioner.

Bid bonds shall contain the following:
1) Project name and number;
2) The City of Seattle named as obligee;
3) The amount of the Bid bond stated either as a dollar figure or as a percentage that represents five percent of the maximum Bid amount that could be Awarded;
4) The signature and title of the Bidder's officer who is legally authorized to bind the Bidder; and
5) The signature of the Surety's officer empowered to sign the bond and the power of attorney.

Return of Bid Bond:

RETURN OF BID GUARANTY
If the Bid Guaranty submitted by unsuccessful Bidders is in the form of a certified or cashier's check, the funds will be returned after Award. A Bid Guaranty submitted by unsuccessful Bidders in the form of a Bid Bond will be disposed of after Contract Execution, unless an unsuccessful Bidder requests that it be returned.
The Bid Guaranty of the successful Bidder submitted in the form of a check will be returned after the required Payment and Performance Bond and insurance have been approved. A Bid Guaranty in the form of a Bond from the successful Bidder shall be filed with the executed Contract

Contract Bond

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

- **The successful Proposer shall provide a Bond,** executed by a Company included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), and is included on the Washington State Insurance Commissioner's Authorized Insurance Company List and has a rating of A-(VII) or better in the A. M. Best's Key Rating Guide (These materials are also accessible on the Internet at http://www.fms.treas.gov/c570/c570.html).

- **Alternatively, the successful Proposer may instead provide a Letter of Credit,** executed by a Banking Institution that is provided a Moody's Bank Rating of B or better.

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

With Solicitation Response, **Vendors 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 Contract Bond. The Letter shall be from a qualified Bond Agency as specified above and shall confirm the willingness of the Bond Agency to provide a bond at 100% of the contract value that meets the form and requirements of the City Bond Form, should the vendor win award.

- Alternatively, the City will accept a Letter of Commitment for a Letter of Credit. The Letter of Commitment shall be from a qualified Banking Institution as specified above, and confirm the willingness of the Banking Institution to provide a Letter of Credit in 100% of the contract value, should the Vendor win the award.

See the Bond Form, Bond Instructions and instructions for signature in Attachment #3.

6. INSTRUCTIONS AND INFORMATION.

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

Registration into City Registration System.
If you have not previously completed a one-time registration into the City of Seattle Registration system, we request that you register at this time at: http://www2.seattle.gov/VendorRegistration/ . The Registration System is used by City staff to locate your contract(s) and identify companies for bid lists on future

purchases. Bids are not rejected for failure to register, however, if you win a contract and have not registered, you will be required to place yourself, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Communications with the City.

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

Laura Kim
(206) 684-0445
Laura.kim@seattle.gov

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

City Purchasing
PO Box 94687
Seattle, WA 98124-4687

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

City Purchasing
700 5th Ave., #4112
Seattle, WA 98104-5042

Unless authorized by the RFP Coordinator, 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 RFP Coordinator) is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

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

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

Pre-Proposal Conference

The City shall conduct a pre-proposal conference at Fire Station 5, 925 Alaskan Way, Seattle, Washington, on the time and date provided in page 1.

The purpose of the meeting is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

Mandatory Ship Check

A mandatory ship check aboard the Chief Seattle, located at Fire Station 5 will take place after the pre-proposal conference from 10 am – 1 pm. on the date given on page 1. An additional – three hour time slot will be held on July 26, 2011 from 10 am – 1 pm for proposers that were not able to attend the mandatory ship check on July 14, 2011. Proposers interested in performing the ship check must sign up in advance because of limited room on the vessel; please contact Teresa Rodriguez at 206-684-0156 or teresa.rodriguez@seattle.gov no later than three (3) days prior to the ship check date. **Proposals will not be accepted from proposers that do not appear on the sign in sheet.**

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 vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor 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 and shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda if any are issued.

Bid Blog.

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

Receiving Addenda and/or Question and Answers.

The City Buyer will make efforts to provide you notices, either through the RSS Feed or direction e-mail courtesy announcements, that changes or addendums have been posted on our website.

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

Note that some third-party services decide to independently post City of Seattle 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 Bids sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder that the Addendum was received and incorporated. However, the Buyer can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Buyer could decide that the Bidder did incorporate the Addendum information, or could determine that the Bidder failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Bidder failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the Buyer.

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 except as revised by Addenda.

b) The City requires one original hard-copy delivered to the City and four (4) hard copies. The City requests a CD containing the Vendor's entire response.

c) 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.

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

e) **Mark the outside of your mailing envelope to say "RFP #FAS-070111". This is important to proper handling of your submittal!**

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

If delivered by the U.S. Postal Service, it must be addressed to:
Laura Kim
City Purchasing
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to
Laura Kim
City Purchasing
700 5th Ave., #4112
Seattle, WA 98104-5042

g) 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 Vendor; or the City may accept the package and make a determination as to lateness.

Preferred Paper and Binding

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

- Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are available from Keeney's Office Supplies at 425-285-0541 or Complete Office at 206-650-9195. They will provide you City contract pricing for your purchase.

- City seeks and prefers submittals on 100% PCF, consistent with City policy and City environmentally practices. Such paper is available from Keeney's Office Supplies at 425-285-0541 or Complete Office at 206-650-9195. They will provide you City contract pricing for your purchase.

- Please double-side your submittal.

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

Offer Form.

Proposer shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices FOB Destination. All prices shall be in US Dollars.

Proposer Responsibility to Provide Full Response.
It is the Proposer's responsibility to 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 will properly and accurately reflects the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

Tax Revenue Consideration.
SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City 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 vendors 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 lowest bid 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.

Interlocal Purchasing Agreements.

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

Contract Terms and Conditions.

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

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

Effective Dates of Offer.

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

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

Cost of Preparing Proposals

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

Proposer Responsibility

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Washington Revised Statutes.

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

Changes or Corrections in Proposal Submittal.
Prior to the submittal closing date and time, a Vendor may make changes to its proposal, if the change is initialed and dated by the Vendor. 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 Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

Errors in Proposals

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.

Withdrawal of Proposal.

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

Rejection of Proposals and Rights of Award.

The City reserves the right to reject any or all proposals 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 as accepted by the City, shall be binding and incorporated by reference in the City's contract with the Proposer.

Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

Women and Minority Subcontracting.

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Bidders agree to SMC Chapter 20.42, and will require bids with meaningful subcontracting opportunities to also supply a plan for including minority and women owned firms.

If the City believes there is meaningful subcontracting opportunity, the solicitation will require you to submit an Inclusion Plan, which will be a material part of the bid and contract. The Plan must be responsible in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. They City reserves the right to improve the Plan with the winning Bidder before contract execution. Performance will be a material contract provision.

Bidders should use whatever selection methods and strategies the Bidder finds effective for successful WMBE participation. The City may reject bids that do not provide a substantial responsive Plan with an intentional and responsible commitment. The City may use availability based on City analysis, or may use comparative participation from other incoming bids to establish a baseline of responsible efforts.

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

The winning Bidder must request written approval for changes to the Inclusion Plan once it is agreed upon before contract execution. This includes goals, subcontract awards and efforts. See the attached Contract (such provisions are usually number #27, 28 and 29, although it may vary on any individual contract) and/or Terms and Conditions (such provisions are usually numbered #35, 36 and 37, although it may vary on a particular contract).

Insurance Requirements.

Insurance requirements presented in Attachment #8 are mandatory. If none, then Contract requirements apply. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

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

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 bid or proposal submittals, agreement documents, contract work product, or other bid material.

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

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

If you have any questions about disclosure of the records you submit with bids or proposals please contact the City Purchasing Buyer for this project at (206) 684-4440.

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 Vendor 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 Vendor 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 Vendor Questionnaire and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records
The City asks bidders/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.

ETHICS CODE.

The Seattle Ethics Code was recently revised. New requirements became effective June 22, 2009 for City employees and elected officials. Beginning October 22, 2009, the Code covers certain vendors, contractors and consultants. Please familiarize yourself with the new code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 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).

No Gifts and Gratuities. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee 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 vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees

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

Contract Workers with more than 1,000 Hours

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

No Conflict of Interest.

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

CITY'S REPRESENTATIVE

The City's Representative for this contract is Teresa Rodriguez, Project Manager, Fleets and Facilities Department, PO BOX 94689, Seattle WA 98124-4689 Phone: 206-684-0156. FAX: 206-684-0525.
The City shall provide to the Vendor a list of additional City Representatives who are authorized to make shipyard visits.

The City may designate, as its representative, an Owner's Representative (OR) for the purpose of acting on the City's behalf in all matters related for the work under the contract, except as hereinafter specified.

The OR will not have the authority to modify any of the terms of the contract, to make final acceptance, or to render decisions regarding disputes between the City and the Vendor. The designation of an OR will be in writing from the City to the Vendor.

PROPOSER'S REPRESENTATIVE
Vendor shall provide names, addresses, and phone numbers of primary and alternate representatives.

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

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

PRE CONSTRUCTION MEETING

Prior to commencement of the retrofitting of the Chief Seattle Fireboat, and within one (1) week of the contract execution, it will be the responsibility of the Vendor, and at the Vendor's expense, to arrange a Pre-Construction Meeting in Seattle, Washington. The Vendor shall allow a minimum of two (2) working days, not counting travel time.

NOTICE TO PROCEED AND PROGRESS OF WORK

A. Production Schedule
The Vendor shall furnish the City, at the Pre-Construction Meeting, a Final Master Construction Schedule showing the order in which the Vendor proposes to carry on the work, the dates in which the Vendor will start the various phases of work and the contemplated dates for completing such work. The schedule shall be in the form of a progress chart of suitable scale and format to permit continuous updating and serve as a production progress report which shall be submitted to the OR whenever a request for payment is made, or on a monthly basis as specified by the OR. The production schedule shall show, at a minimum, the work tasks as indicated in the specifications.

B. Equipment to be Furnished
At the Pre-Construction Meeting the Vendor shall also present final detailed information of all equipment to be furnished as part of the retrofit of the Chief Seattle. The Vendor is to demonstrate that the equipment to be used meets the specifications.

C. Equipment Schedule
The Vendor shall also furnish the City, at the Pre-Construction Meeting, a final equipment schedule in the form of a tabulated chart. Thereafter, the updated schedule shall be submitted to the OR on a monthly or more frequent basis as specified by the OR. That chart shall indicate at a minimum: the item description, the quantity ordered, the date planned to order, the date actually ordered, the purchase order number, the expected delivery date, the date received at the yard, the supplier name, the invoice number, the price paid, and the check number. Any subcontractor work shall be considered as part of the equipment schedule. Whenever the Vendor must make partial payments to a supplier or subcontractor, it shall be reflected as a separate line item on the equipment schedule.

D. Labor Incurred Cost Report
The Vendor shall provide the City, at the Pre-Construction Meeting, a labor incurred cost report showing, at a minimum, engineering, administrative and direct labor expenses. The direct labor cost shall be broken down and reported in a format to be determined prior to contract award. Thereafter, an updated labor incurred cost report shall be submitted to the OR on a monthly or more frequent basis as specified by the OR.

E. Notice to Proceed
Upon compliance by the Vendor with the requirements of the Pre-Construction Meeting and as specified in subparagraphs "A" through "D", above, the City will give the Vendor Notice to Proceed with the construction of the vessel by facsimile message, telex, cable, or other form of written communication. Until receipt of this notice, the Vendor shall not incur construction cost under the contact.

F. Construction Period
The schedules and report specified above on paragraphs "A", "C" and "D" shall be submitted whenever a

request for payment is made.

G. Completion
The City will use the previously specified schedules and reports as an aid in determining, under the Default or Termination Clause, whether the Vendor is planning the contract work to insure its completion within the specified time or the contract, and whether the Vendor is executing said work with such diligence as will insure its completion within the specified time. The schedules and reports will also aid in determining if the equipment and materials used are new and unused, and for the review of progress payment requests.

H. Inspection
The inspection of work in progress will be performed by the City, OR, or other authorized representative of the City of Seattle. Deficiencies noted during inspection shall be corrected immediately. Failure to correct the defects shall be considered a material breach of this contract.

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

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

DELIVERY

A. Time
Delivery shall be made during normal work hours, 8:00 a.m. – 4:00 p.m., Monday through Friday, at the vendor's facility.

B. Terms
Proposer to propose prices FOB: Destination, Freight Prepaid & Allowed.

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

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

REPAIR FACILITIES
Vendor shall provide a list of authorized factory repair facilities in the Puget Sound area which will honor the warranty of items on contract. Exception: City-furnished equipment. The list will include the facility (ies), name, address, telephone number and contact person. Evidence showing qualification of each facility to perform maintenance must be included.

All service and repair of the boat must be performed in the Puget Sound area at a Vendor approved repair facility.

If the warranty service and repairs can be carried out without removing the defective equipment from the vessel, the Contractor shall be responsible for the mobilization and field service costs for the authorized vendor to effect such repairs at any location within the Puget Sound area where the F/B CHIEF SEATTLE is moored.

Milestone Payments
Based on the Contractor's proposal, adequate funds shall be set aside for the purchase of the equipment described in Section 2.16.1 of the specifications. The remaining funds shall be distributed in accordance to the following milestone events listed below.

Payments will be made to the vendor no later than 30 calendar days after completion of the following milestones:

1. Notice to Proceed: 10%
2. Begin fabrication of superstructure (and Deckhouse): 10%
3. Complete removal of superstructure (and Deckhouse): 15%
4. Complete equipment removals in the engine room: 15%
5. Major equipment in place inside the engine room: 15%
6. Superstructure (and deckhouse) installed on vessel: 15%
7. Start sea trials: 10%
8. Acceptance at Contractor's facility: 10%

7. OFFER SHEET AND MANDATORY SUBMITTALS

Note: If you have not completed a one-time registration into the City Registration system, please register: **http://seattle.gov/purchasing/VendorRegistration.htm**. Proposals are not rejected for failure to register, however, if you are awarded a contract and have not yet registered, your submittal is consent for placement into VCR. Women and minority owned firms are asked to self-identify. Call 206-684-0444 if you need help.

Legal Name. Many companies use a "Doing Business As" name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see **(http://www.secstate.wa.gov/corps/**).

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

1. Cover letter (optional)

2. Mandatory - Letter from a qualified surety to commit a Bond or Letter of Credit.

3. Legal Name: Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company.

4. Minimum Qualifications: Provide a single page that clearly lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination that you have achieved all the minimum qualifications is made from this page. The Buyer is not obligated to check references or search other materials to make this decision.

5. **Mandatory – Attachment #4, Vendor Questionnaire:** Submit Attachment #4 with your proposal package. Be sure to submit this, even if you have sent one in to the City on previous solicitations or contracts.

6. **Mandatory – Attachment #5, Proposal Response**: Submit Attachment #5 with your proposal package. Elements of this questionnaire will be scored or ranked by the Evaluation Committee.

7. **Mandatory – Attachment #6, Pricing Proposal**: Submit Attachment #6 with your proposal package.

Submittal Checklist

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

Cover Sheet	
Letter of Bond Commitment	Mandatory
Bid Bond	Mandatory
Legal Name	
Minimum Qualifications Page	
Attachment #4 - Vendor Questionnaire	Mandatory
Attachment #5 - Proposal Response	Mandatory
Attachment #6 - Pricing Proposal	Mandatory

8. Evaluation Process

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

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

Evaluation Criteria:

1	Price	30
2	Experience	15
3	Technical Support & Management/Staff	10
4	Financial Soundness	5
5	Warranty Support	10
6	Building Facility	10
7	Quality Control	5
8	Customer Support During Construction	5
9	Production Workplan	10
	Total Possible Score – All Evaluation Criteria	100

Price: Price is a large consideration in the selection of a builder, but the award will not be made based on price alone. An important factor together with the price is the Proposer's experience in projects of this type and complexity.

Experience: The Proposer should have a minimum of four years in building and renovating aluminum hulled vessels. That building experience should include four such vessels, at least one which is of the size and complexity of the Fireboat. Equivalent vessel construction experience will be considered. A list of the vessels with the name, address, phone number and/or email address of the firms that contracted for the construction of the vessels must be included in this proposal.

Technical Support & Management/Staff: Proposer shall provide evidence of experience and competency of principal officers and key staff, including superintendents. Proposer shall submit details of engineering and construction support that will be utilized for this project (both in-house and subcontracted). Include names, phone numbers, pertinent education, licensure and years of experience, in section 7 of the Qualifications Questionnaire

Financial Soundness: The Proposer must demonstrate the ability to financially support the payroll and purchasing demands of a project of this size. A credit rating and bonding capacity that will permit the purchase of materials and services to keep the project on schedule must be confirmed.

Warranty Support: The Proposer must include a description of the part of their organization that is in place to perform warranty service within the Puget Sound area. The description must include an outline for the method of response to warranty problems during the warranty period after delivery of the vessel.

A list of the Proposer's completed contracts that received warranty service must be included with the proposal. The list will include the name, address, phone number and/or email; address of the customer's representative.

Building Facility: All proposals must include a description of the facility, or facilities, where the Proposer intends to perform the work. This description will include, but not be limited to the following:

a. Fabrication facilities for aluminum, joiner work, etc.
b. Machine, piping, electrical, and carpenter shops.
c. Drydocking facilities.
d. If the vessel is to be overhauled at a yard that is part of a larger organization a description of the total organization is to accompany the proposal.

Quality Control: The Proposer is to describe the quality control program that is in place to assure scheduled tests and inspections are performed and documented.

Customer Support During Construction: The Proposer is to describe the system that is in place to work with customer's principals, owner's representatives, and vendors. A shipyard organizational chart with the names of the management, key personnel, and department heads, and the name and resume of the Proposer's proposed project manager must be included. A proposed schedule of progress meetings, and samples of the scheduling systems, and reporting systems are to be included.

Specifications: The City will evaluate each Vendor's compliance with the specifications and other bid requirements set forth in the RFP.

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

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

Pricing: Items on price sheets shall then be calculated for purposes of award. If any cost item is missing from a bidder Offer Form, the City reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

Step #3: Interviews: The City may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms and award configurations (i.e. partial and/or multiple awards) shall be determined by the City, using the combined results of interviews and proposal submittals. If interviews are conducted, they will be worth 25 points.

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

Step #4: Selection: The City shall select the highest ranked Proposer for award, or may consider a combination of awards at the option of the City.

Step #5: Contract Negotiations. The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation Steps: If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

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

Substantially Equivalent Scores: In the event that the top two Vendors receive the same total score, the contract will be awarded to that Vendor who, in the opinion of the City, best meets the City needs.

8. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

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

Protests and Complaints.
The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at http://www.seattle.gov/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 Bidders have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

No Debriefs.
The City issues results and award decisions to all proposers. The City does not provide debriefs.

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

If the Vendor was allowed to request exceptions in the instructions (Section 6), and chose to do so, the City will review and select those the City is willing to accept. There will be no discussion on exceptions. Once the Contract is formulated, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

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

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

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance (if a hard-copy is required by the specifications)

- Special Licenses (if any)
- Approved Contract Bond (if applicable)
- Intent to Pay Prevailing Wages (for prime and any subcontractors)

Taxpayer Identification Number and W-9.
Unless the Vendor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Vendor must execute and submit this form prior to the contract execution date, see Attachment #7.

Attachments

Attachment #1: **Anti-Idling Provision**

Attachment #2: **Resolution #30487 PBT**

Attachment #3: **Contract Bond Instructions/Letter of Credit**

Attachment #4: **Vendor Questionnaire**

Attachment #5: **Proposal Qualification Questionnaire**

Attachment #6: **Pricing Proposal**

Attachment #7: **W9 Form**

Attachment #8: **Insurance Requirements**

Attachment #9: **Sample Contract**

Attachment #10: **State of Washington Prevailing Wages**

Attachment #11: **Davis Bacon Rates (To be provided through an addendum)**

Attachment #12: **Port of Tacoma FEMA Grant Terms and Conditions**

Attachment #13: **Port of Seattle FEMA Grant Terms and Conditions**