

**Bid PROPOSAL**

**PREPARED FOR**

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by

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# PURPOSE AND BACKGROUND

**Purpose/Background:**

The City of Seattle is seeking proposals from qualified electrical contractors for the provision, installation, and connection of a new uninterruptible power supply (UPS) system at the Seattle Municipal Tower (SMT). This new UPS system will take the place of several existing UPS systems currently serving the SMT that are at the end of their useful lives. This is a one-time purchase, installation, and connection project.

**Single Award:** With this solicitation, the City intends to award one contract and does not anticipate award to multiple companies.

1. **SOLICITATION OBJECTIVES**

The city expects to achieve the following outcomes.

1. Selection of contractor that has a proven history of successfully installing and connecting new UPS systems of 300 kVA or larger in live production data centers of 15,000 square feet of raised floor space or larger over the last 5 years.

2. Selection of a contractor with an established construction team (including project manager, site superintendent, and foreman) that will be in place on this project, and that has been working together on critical environments projects for a minimum of 5 years, with at least one project of $300,000 or greater per year as a project team for the contractor submitting the proposal.

3. Selection of a contractor with a construction team (including project manager, site superintendent, and foreman) that has been working, together or separately, on critical environments projects for a minimum of 7 years, with at least 1 critical environment project per year for each of the 7 years.

4. Selection of a contractor who currently employs an experienced in-house UPS technician.

1. **MINIMUM QUALIFICATIONS.**

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

Vendor must be a licensed electrical contractor In the State of Washington at time of bid.

# LICENSING AND BUSINESS TAX REQUIREMENTS

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

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

**Seattle Business Licensing and associated taxes**

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

**State Business Licensing and associated taxes.**

Before the contract is signed, you must have a State of Washington business license (a State “Unified Business Identifier” known as 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://bls.dor.wa.gov/file.aspx>

**Letter of Commitment**

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

* This Letter of Commitment may be for a Contract Bond. The Letter shall be from a qualified Bond Agency as specified above and shall confirm the willingness of the Bond Agency to provide a bond at 100% of the contract value that meets the form and requirements of the City Bond Form, should the vendor win award.
1. **SPECIFICATIONS and SCOPE OF WORK**

For the purposes of this Request for Proposal, the term “critical environment” is defined as: a live production data center with a minimum raised floor area of 10,000 square feet that is designed to operate without disruption of power or cooling year-round or 8,760 hours per year.

**Background Checks and Immigrant Status**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at: <http://www.seattle.gov/business/WithSeattle.htm>

1. **INSTRUCTIONS AND INFORMATION.**

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

**Registration into City On-line Business Directory**

If you have not previously completed a one-time registration into the City of Seattle On-line Business System, we request you register at: <http://www.seattle.gov/html/business/contracting.htm> . The City’s On-line Business 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:

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

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

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

**Mandatory Pre-Proposal Conference/Site Visit**

The City shall conduct a mandatory pre-proposal conference/site visit on the time and date in page 1, at the Seattle City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Proposers are required to attend to be eligible to submit a proposal. The meeting answers questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

**Questions**

Questions are to be submitted tothe Buyer no later than the date and time on page 1, to allow sufficient time for the City Buyer to consider the question before the 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 they received responses to Questions if any are issued.

**Changes to the RFP/Addenda**

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

**Bid Blog.**

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

**Receiving Addenda and/or Question and Answers**

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

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

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

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

## Submittal Requirements

This section details City procedures for submittal.

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

**Late Submittals:**

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

**Hard Copy Submittal:**

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

Table 2: Hard Copy Submittal Addresses

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

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

**No RFP Opening – No Reading of Prices**.

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

**Proposer Responsibility to Provide Full Response**

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

**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 must pay Business and Occupation Tax. The city will apply SMC 20.60.106(H) and calculate 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.

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

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

**Withdrawal of Proposal**

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

## Rejection of Proposals and Rights of Award

The City reserves the right to reject any or all proposals with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

## Incorporation of RFP and Proposal in Contract

This RFP and the Proposer’s response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City’s contract with the Proposer.

## Equal Benefits

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

**Women and Minority Opportunities**

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

**Proprietary Materials**

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are ***public records***.  These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.  Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10)8 describes those exemptions. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

The city will try to redact anything that seems obvious in the city opinion for redaction.   For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

**Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)**

You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products

**Proposal Submittals**

If you wish to assert exemptions in the materials in your proposal, you must identify your exemption request in the Vendor Questionnaire in the Non-Disclosure Request Section.

**Contract Work Products**

If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected.  You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

**City’s Response to a Public Records Act Requests**

The city will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified.The Limited Redaction will be released only after you are provided “third party notice” that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you “third party notice”, giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

**Requesting Disclosure of Public Records**

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced.  This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with re-solicitation.  With this preference stated, the city will continue to respond to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please address your request in writing to: Zuzka Lehocka-Howell at Zuzka.Lehocka-Howell@seattle.gov.

**Ethics Code**

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.

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

**Involvement of Current and Former City Employees**

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

1. **MANDATORY SUBMITTALS**

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

1. **Cover letter (optional)**
2. **Mandatory - Letter from a qualified surety to commit a Bond**
3. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>
4. **Minimum Qualifications: This form is mandatory.** Provide a document of sufficient length or on the form embedded below to indicate Vendor compliance to the Minimum Qualifications. Describe exactly how you achieve each minimum qualification. The determination you have achieved all the minimum qualifications is made from this or similar document alone and therefore the Buyer is not obligated to check references or search other materials in your proposal to make this decision.
5. **Vendor Questionnaire: This is a mandatory submittal.** Submit this questionnaire, even if you have submitted one to the City on previous solicitations or contracts.
6. **Proposal Response**: **This is a mandatory submittal**. Elements of this response will be scored or ranked by the Evaluation Committee. This document illustrates how your team meets the solicitation objectives
7. **Bid Form**: **This is a mandatory submittal**. Use Bid Form located in Section 5 Specifications and Scope of Work, Spec Div. 0; Section 00 41 13.

**Submittal Checklist**

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

|  |  |
| --- | --- |
| Cover Sheet |  |
| Legal Name |  |
| Letter of Bond Commitment | Mandatory |
| Minimum Qualifications Page | Mandatory  |
| Vendor Questionnaire | Mandatory |
| Proposal Response | Mandatory |
| Bid Form | Mandatory |

## 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 in the proposal Response. Responses will be evaluated and ranked or scored.

**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**: Item on bid form shall then be calculated for award.

|  |  |
| --- | --- |
| Evaluation Criteria: | Weight (points) |
| Operational Response | 60 |
| Price | 30 |
| Total | 90 |
| Interviews (If Necessary) | 20 |

**Step #3: Interviews:** The City may interview top ranked firms that are most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. If interviews are conducted, they will be worth 20 additional 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, Site Superintendent, and Foreman that have been named by the Vendor in the Proposal, and may bring other key personnel named in the Proposal. The Vendor shall not bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City Buyer.

**Step #4: Selection:** The City shall select the highest ranked Proposer for award.

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

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

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

1. **AWARD AND CONTRACT EXECUTION INSTRUCTIONS**
2. The Contract will only become effective when signed by the Owner. Prior to the Owner’s signature, any and all costs incurred shall be the sole responsibility of the Proposer
3. Pre‑Award Information:

##### The Owner will evaluate all Proposals to determine the highest scoring proposal of a responsible Proposer. This evaluation may include investigations to establish the responsibility, qualifications, financial resources, construction experience and organization available to do the work pursuant to the Contract. It is within the sole discretion of the Owner to determine the responsiveness of the Proposal and the responsibility of the Proposer.

##### Seattle Business License: The apparent highest scoring Proposer shall have a current Seattle Business License and shall be current on all Business and Occupancy taxes pursuant to SMC 5.55.030A before Award.

##### In addition, a Proposer under consideration for Award may be required to furnish additional information as the Owner may request to assist the Owner in ascertaining the Proposer’s general ability to perform the Work.

#### Award of Contract:

##### The Owner will provide the Notice of Award to all Proposers by email or by other writing to the email address furnished by the Proposer on the Proposal. The notice will also be posted to the City’s official electronic Proposal solicitation website. Any Proposer, who has not furnished an email address to the Owner as part of its Proposal, assumes responsibility for monitoring the City’s official electronic Proposal solicitation website for such notice.

##### The Owner will endeavor to Award the Contract within sixty (60) days after the Proposal Due Date. If the Contract is not awarded within that 60-day period, a Proposer may choose to withdraw its proposal in writing at any time on or after the sixty days. All Proposals shall otherwise continue to be eligible for consideration until the City Awards the Contract.

#### Execution of Contract:

##### General:

##### The Owner is prohibited by RCW 39.06.010 from executing a Contract with a Contractor who is not registered or licensed as required by the laws of the State.

##### In addition, SMC Chapter 5.55.030 requires that every person engaging in business with The City of Seattle possesses a City of Seattle Business License, and shall be current on any taxes owed.

##### The Contractor shall be registered on the City’s Business Registration website before Contract Execution, if not currently registered (this is a one-time registration process): http://www2.seattle.gov/VendorRegistration

##### Time to Execute Agreement Form:

##### Within 10 (ten) business days of Award, the successful Proposer shall submit to CPCS:

###### The signed Agreement Form (see Section 00 52 13 Agreement Form) (e-mail or fax is acceptable);

###### The Payment and Performance Bond (see paragraph 1.15 E. below, and Section 00 61 13, Payment and Performance Bond Form); and

###### Acceptable evidence of Insurance (see Section 00 73 16, Insurance Requirements).

##### The above time limit may be extended by mutual agreement between the Owner and the successful Proposer.

##### The Owner will forward a copy of the fully executed Agreement Form to the successful Proposer.

##### No work shall begin within the Project limits or within sites furnished by the Owner until the successful Proposer has received the fully executed Agreement Form and has been given the Notice to Proceed. The Contractor shall bear all risks for any work begun prior to the issuance of the Notice to Proceed except for submittal and procurement work as indicated in Division 01.

#### Payment and Performance Bond:

##### The successful Proposer shall provide an executed Payment and Performance Bond for the awarded Contract Price. The Payment and Performance Bond shall:

##### Be on a form furnished by the Owner (see Section 00 61 13, Payment and Performance Bond Form); and

##### Be signed by an approved Surety (or sureties) that:

###### Is registered with the Washington State Insurance Commissioner;

###### Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner; and

###### Has a current rating of at least A-VII in A.M. Best’s Key Rating Guide or is included in the U.S. Department of the Treasury’s Listing of Approved Sureties (Circular 570).

##### The Owner may require the Surety (or sureties) named on the Payment and Performance Bond to appear and qualify itself. Whenever the Owner deems the security to be inadequate, the Owner may require in writing that the Contractor furnish additional Surety to cover any remaining work. No payments will be made until the added security is furnished.

#### Failure to Execute the Contract:

##### If the Proposer to whom the Award was made fails to:

##### Execute the Agreement Form within the required time period; or

##### Furnish satisfactory bond(s) and insurance(s) within the required time period;

##### The Owner may then award the Contract to the second highest scoring responsible Proposer.

##### If the second highest scoring responsible Proposer fails to execute the Agreement Form and furnish satisfactory bond(s) and insurance(s) within ten (10) business days after Award has been made to the second Proposer, or within the time period mutually agreed upon by the Owner and second Proposer, the Contract may be awarded successively in a like manner to the remaining responsible Proposers until the Agreement Form is executed and bond(s) and insurance(s) furnished by a responsible Proposer or the remaining Bids are rejected.