City of Bellevue
Request for Proposal
Legal Notice

Notice is hereby given that the City of Bellevue has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.bellevuewa.gov under "Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs".

RFP #: 12232
RFP Title: City Wide Pipeline Root Removal and Cleaning
RFP Due Date and Time: December 18, 2012 at 4:00 PM
Brief Scope of Services:
Remove roots from sewer conveyance system using mechanical means, such as high velocity pipe cleaning, ensuring maximum capacity of the sewerage system.

Contractor agrees to comply with the provisions of Title VI.

Dated this 3rd day of December, 2012.

Published: Seattle Times: December 3rd & December 10th
Seattle Daily Journal of Commerce: December 3rd & December 10th

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Bellevue, Washington for:

RFP # 12232
City Wide Pipeline Root Removal and Cleaning

by filing with Contracting Services office of the Finance Department, Service First Desk, 450 110th Ave. NE, First Floor, Bellevue, Washington, 98004 until:

Date: **12/18/2012**

Time: **4:00 PM**

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the Contracting Services office located at the above address or by calling (425) 452-7876. The RFP is also available on the City's website at www.bellevuewa.gov, under "Departments", "Finance", "Bid Information" then "Current Bid Opportunities, RFPs and RFQs".

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Bellevue equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or disability.

It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Dated this 3rd day of December, 2012.

Jamie Robinson
Contracting Services Supervisor

City of Bellevue
Request for Proposals

RFP INTRODUCTION:

RFP Number: 12232
RFP Title:
City Wide Pipeline Root Removal and Cleaning
Date Issued: December 03, 2012
Contact Person: Richard Peckler
Email Address: rpeckler@bellevuewa.gov
Proposals Due: December 18, 2012 @ 4:00 PM

SUBMIT PROPOSALS TO:

Physical Address: City of Bellevue
Service First Desk
Attn: Contracting Services
450 110th Ave NE
Bellevue, WA 98004

Mailing Address: City of Bellevue
Service First Desk
Attn: Contracting Services
PO Box 90012
Bellevue, WA 98009-9012

Section 1 - General Information

NOTICE: Notice is hereby given that proposals will be received by the City of Bellevue, Washington, for **RFP #** 12232 **- City Wide Pipeline Root Removal and Cleaning** by filing with the City at the above location.

BRIEF SCOPE OF SERVICES (Additional Detail listed in Attachment "A"):
Remove roots from sewer conveyance system using mechanical means, such as high velocity pipe cleaning, ensuring maximum capacity of the sewerage system.

DURATION OF SERVICES:
The term of the awarded Contract will be for 4 years.

RFP SCHEDULE:
(These dates are estimates and subject to change by the City)

Event	Date
RFP Release:	December 03, 2012
Vendor Questions Due:	December 12, 2012 by 5:00 PM
Responses to Vendor Questions:	December 13, 2012
Proposal Responses Due:	December 18, 2012 by 4:00 PM
New Contract in Place:	January 2013

QUALIFICATIONS: The Vendor is required to have the following qualifications:

- Five (5) or more years of related experience
- Experience working with municipal and regulatory entities
- Strong written, verbal and interpersonal communication skills
- Ability to meet required deadlines as demonstrated by prior project history.
- Ability to assign a consistent project team through project completion.
- Strong expertise, knowledge and/or experience in requested service(s).

SUBMITTAL REQUIREMENTS: Responses to this RFP must include the following:

- A cover letter/statement of interest indicating the Vendor's interest in offering these services.
- A statement of availability for each project member over the duration of the project.
- A description of Vendor's capability, expertise and experience in the requested service areas, particularly relating to similar work performed for public entities.
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form
- A completed and signed Proposer's Qualification Certificate
- A completed and signed Non-Collusion Certificate.
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

REQUIRED NUMBER OF PROPOSALS: three completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

- Price
- Project Understanding
- Response to References: Ability to meet required deadlines; Experience working on similar projects; Expertise of key personnel to be used on the project.

QUESTIONS: Questions regarding this project may be directed to the RFP coordinator via e-mail at

rpeckler@bellevuewa.gov. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:

Definitions:

- Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.
- Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.
- Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

Conduct of Participants: After the issuance of any ***solicitation***, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from ***lobbying*** any City employee, official or representative at any time during the ***blackout period***.

Sanctions: The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website (www.bellevuewa.gov) under "Find", "Bids, RFPs and RFQs", then "Current Bid Opportunities, RFPs and RFQs". It is the Vendor's responsibility to confirm as to whether any addenda have been issued.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure

required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 4:00 PM on December 18, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

A sample City contract is provided on the City's website at www.bellevuewa.gov. To view a PDF version of the sample contract document click on "Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs." It is expected that the Vendor will review this contract prior to submitting a proposal. The City typically does not accept changes to the Professional Services Contract terms and conditions. Should the Vendor wish to propose changes to the Contract terms and conditions, the desired changes must be identified in the Vendor's proposal. The City is under no obligation to accept such proposed changes, and may reject a Vendor's proposal based on proposed changes unacceptable to the City.

The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs

prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Vendors, or use a contract different from the sample City contract.

INVASIVE SPECIES MANAGEMENT: If this project includes work done around streams, streambanks, or wetlands, the following protocols will apply:

New Zealand mudsnails (*Potamoprgus antipodarum*) have been detected in streams within the City of Bellevue. To prevent the spread of this invasive species in accordance with RCW 77.15.253, 77.15.290, and 77.15.250, all stream projects shall meet the following requirements:

- Contractors shall ensure that all equipment is clean and decontaminated of any potential invasive species prior and after working in Bellevue streams. Equipment with mud or debris shall not be allowed to be deployed.
- Workers shall follow the procedures in the Washington Department of Fisheries DRAFT 'Agency Field Gear Decontamination Protocol', dated June 24, 2011 (or the latest version of this document) located at the following pathway: http://www.bellevuewa.gov then go to "Find", "Bids, RFP's and RFQ's". The procedures are listed in "Invasive Species Management Protocols" under "Procurement Documents".
- All equipment shall be quarantined in an area where mud, debris, or water cannot be tracked into other streams or storm drainage catch basins.
- All equipment shall be brushed or sprayed on-site so no invasive species can be dislodged during transport prior to full decontamination. The on-site cleaning shall occur in a way that mud, debris, or water cannot be tracked into other streams or storm drainage catch basins. All equipment shall be decontaminated at a site that drains to wastewater (such as a commercial car wash) prior to use in other stream projects.

Additional information regarding New Zealand mudsnails can be found at the Washington Department of Fish and Wildlife website at http://wdfw.wa.gov/ais/ .

END OF SECTION 1 - GENERAL INFORMATION

Section 2
TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Bellevue equal opportunity requirements. The City of Bellevue is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

TITLE VI: It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B." Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception. Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

PREVAILING WAGE: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City's Business and Occupation (B&O) tax should be directed to the City's Tax office at 425-452-6851.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of a Proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Bellevue to other agencies for the same cost, terms and conditions.

The City of Bellevue does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Bellevue accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

END OF SECTION 2 - TERMS AND CONDITIONS

ATTACHMENT "A"
SCOPE OF WORK

General:

- The vendor shall furnish all labor, equipment, materials, technical expertise, and safety equipment necessary to perform the required services.
- The vendor shall insure that, at all times, personal working in the project area comply with all related OSHA, WISHA, and Labor and Industries safety regulations.
- The majority of the work, shall be preformed from above ground. If, for some reason, confined space entry is required, the vendor is responsible for implementing confined space entry procedures in accordance with all applicable WAC requirements.
- The majority of the work is located in or around residential areas. Most of the pipes are in the streets; however some lines are located off the road and will require remote access.
- The working hours for these services shall be Monday through Friday, 7:00 am to 3:30 pm.
    - No work shall be preformed on weekends and/or City observed holidays
- Any damages caused by the vendor during the root sawing / cleaning process shall be the vendor's responsibility.
- The vendor shall be responsible for making contact with homeowners 24 hours prior to cleaning mainline sewers on private property.

Specific:

- The selected vendor shall be responsible for mechanical root sawing / cleaning the mainline sewer lines designated by the City Of Bellevue (herein City) for cleaning.
- The City shall provide maps of the mainline systems where root sawing / cleaning will be preformed.
- The footages to be root sawed / cleaning vary in a four year cycle ranging from 33,000 feet to 66,000 feet.
    - Approximate footage 2013 - 66440
    - Approximate footage 2014 - 65659
    - Approximate footage 2015 - 33919
    - Approximate footage 2013 - 6644
- All root sawing / cleaning shall start on the Eastside of the service area, going North to South, and East to West.
- All mainlines shall be cleaned from the downstream manhole, unless the contract administrator Richard Peckler, has been notified and preapproved cleaning otherwise.
- A "stovepipe" or other similar device shall be placed inside the downstream manhole, on the downstream side of the channel, to prevent debris from traveling down the system.
- The City will provide a disposal site for debris removed from the mainline sewer.
- Liquids may be decanted in the working manhole.
- Each upstream manhole shall be opened during the root sawing / cleaning process. Vendor shall assign personal to remain on site until all manholes are closed.

Traffic Control

- The vendor shall provide **all traffic control** necessary to perform the required services.
- The vendor shall follow all MUTCD Standards and procedures.
- When working in the public Right Of Way, the vendor shall follow the Barricade and Signing Procedures for construction projects, as well as all practices required by the Right Of Way use permit.

Permit Requirements

- Vendor shall be required to obtain a Right Of Way Use Permit from the City Of Bellevue.
- When working in the City of Clyde Hill, vehicles over forty feet long will be required to obtain a permit.
- If confined space entries is necessary the vendor will obtain a Confined Space Entry Permit as required by law.

Required Documentation

- An electronic logbook (Excel spreadsheet) will be kept to track all sewer lines that have been cleaned.
- The logbook will consist of the name of the sewer line, the date the line was cleaned and the name of the person who cleaned the line.
- The City will provide the vendor with the Excel spreadsheet.
- It will be the vendor's responsibility to maintain the spreadsheet on a daily basis.
- For the duration of the contract, a copy of the weeks completed work and the next weeks work plan shall be sent electronically no later than 2:00 pm on Friday to Richard Pecker.

ATTACHMENT "B"
INSURANCE REQUIREMENTS
RFP #: 12232
RFP Title: City Wide Pipeline Root Removal and Cleaning

The Vendor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than $1,000,000 per occurrence/ $2,000,000 annual aggregate.

- Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto.

- Stop Gap/Employer's Liability coverage with limits not less than $1,000,000 per accident/disease.

- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance: N/A

C. Self-Insured Retentions:
Self-insured retentions must be declared to and approved by the City.

D. Other Provisions:
1. Commercial General Liability policies must be endorsed to:
   a. Include the City, its officials, employees and volunteers as additional insured,
   b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. Contractor or it's Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

E. Acceptability of Insurers:
Insurance shall be placed with insurers with a rating acceptable to the City.

F. Verification of Coverage:
Vendor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:
Vendor shall require subcontractors to provide coverage which complies with the requirements stated herein.

ATTACHMENT "C"
PREVAILING WAGE RATE REQUIREMENTS

The State of Washington prevailing wage rates for King County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.

A copy of the applicable prevailing wage rates are available for viewing at the City of Bellevue's Purchasing and Contracting Services office, located at Bellevue City Hall 450 110th Ave NE, Bellevue WA 98004. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

Prevailing Wage rates for prevailing wage contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. Maintenance services (e.g.: janitorial, landscape, etc.) contracts of more than one year duration shall be modified for potential future variance in applicable prevailing wages each year after the first year of the contract. Prevailing wage increases shall be adjusted on the annual anniversary date of the Contract.

Vendor agrees to alter the wages it pays it's employees on an annual basis in order to recognize and follow the most recently promulgated increases in prevailing wage rates established by the State of Washington Department of Labor and Industries (L & I) each year. Vendor acknowledges that the City has borne the cost of the increase in wages due employees under WAC 296-127-023 for the duration of the contract and included these increase in the original contract amount. Should the increase in wages due to employees exceed the contract amount, the Vendor must notify the City forty-five (45) days prior to the anniversary date of the contract in order to amend the contract. Failure of the Contractor to comply with the terms of this section may be considered by the City to be a material breach of this agreement.

Intents and Affidavits
Prevailing Wage contracts require that each and every Vendor and Sub-Contractor ("Contractors") on the contract file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) Public Works contract form. The Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. Once forms are approved by L&I, Vendor shall submit forms to the City. There is no minimum dollar contract amount. Intent and Affidavit forms are required for every prevailing wage contract regardless of the size of the contract.

The Intent form is filed annually on the anniversary date of the contract. The City shall not make the first annual payment until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is filed prior to the final payment of the annual contract. The City shall not release final annual payment until all contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

State of Washington
Department of Labor and Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp

RFP PROPOSAL FORM

RFP # 12232

City Wide Pipeline Root Removal and Cleaning

To: City of Bellevue

From: _____ Company Name

_____ Company Address

_____ City, State, Zip Code

_____ Phone, Email & Fax Number

Submittal Requirements Checklist:

- ☐ A cover letter/statement of interest indicating the Vendor's interest in offering these services.
- ☐ A statement of availability for each project member over the duration of the project.
- ☐ A description of Vendor's capability, expertise and experience in the requested service areas, particularly relating to similar work performed for public entities.
- ☐ A completed and signed RFP Proposal Form
- ☐ A completed and signed Cost Proposal Form
- ☐ A completed and signed Proposer's Qualification Certificate
- ☐ A completed and signed Non-Collusion Certificate.
- ☐ A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

Exceptions:
Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

The signature below represents review and acknowledgement of the City's Insurance Requirements as listed in Attachment "B". Our submittal includes the following verification (please check one):

- ☐ Evidence of Insurance Certificate verifying amounts of coverage.
- ☐ A written statement indicating the company currently has the required coverages or is willing to obtain (at company's own cost) the required coverages if awarded a contract.

Signed: _____ Dated: _____

Title: _____

PRICING FORM
RFP 12232
City Wide Root Removal & Cleaning

COST PER FOOT	EASEMENT	STREET
Mechanical root cutting / cleaning for 6" mainline	$	$
Mechanical root cutting / cleaning for 8" mainline	$	$
Mechanical root cutting / cleaning for 10” mainline	$	$
Mechanical root cutting / cleaning for 12" mainline	$	$
Mechanical root cutting / cleaning for 15" mainline	$	$
Mechanical root cutting / cleaning for 16" mainline	$	$
Mechanical root cutting / cleaning for 21" mainline	$	$
Mechanical root cutting / cleaning for 24" mainline	$	$

*An Easement is considered any mainline or manhole located outside the City Right-of-Way

Signature _____ **Date**_____

PROPOSER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

l. Name and Address _____
_____
_____

2. State of Washington Registration UBI # _____ Expires: _____/_____/_____
mo day yr

3. Number of years in business under present name: _____

4. City of Bellevue Business License # _____ (required prior to start of contract).

5. Company Federal ID #._____

6. State of Washington Contractor's/Professional License (if applicable) #:_____

7. Particular types of work performed by your company:
_____
_____
_____
_____

8. List several recent projects of similar scope and size performed:

Amount	Type	Owner	Name	Phone

9. Gross amount of contracts now in hand $_____

10. List all your companies applicable Licenses and Certifications:

11. List below your companies qualifications related to the services described in the Qualifications section of this RFP (if you need additional room, please attach a separate document titled "Qualifications"):

12. Select one of the following:

- ☐ Proposer has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- ☐ Proposer is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW:

13. Select one of the following:

- ☐ Proposer's Washington Employment Security Department registration number is: _____
- ☐ Proposer is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

14. Select one of the following:

- ☐ Proposer's Washington State Department of Revenue registration number is : _____; or
- ☐ Proposer is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW:

I am the _____(title of Proposer), have authority to bind this company, am over the age of 18 and have personal knowledge of the facts set forth above.

Dated this_____day of_____, 2012 at

_____(City), Washington.

By:_____

Authorized Signature

_____

Printed Name

VENDOR SIGNATURE

All Proposers Must Complete and Sign In The Space Provided Above And Submit This Form.

NON-COLLUSION CERTIFICATE

STATE OF _____)
ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

RFP # 12232 – City Wide Pipeline Root Removal and Cleaning

_____

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this_____day of _____2012.

Notary Public

CORPORATE SEAL:

EQUAL OPPORTUNITY REQUIREMENTS
& AFFIDAVIT OF TITLE VI COMPLIANCE

Equal Opportunity Requirements Section:

General Instructions:

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all Vendors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

City contact: The City's Compliance Office is the Procurement Services Division, and specific questions pertaining to this section may be directed to the Procurement Services Division at (425) 452-7876.

Bellevue City Code Excerpt:

Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Vendor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Vendor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women Vendors shall be notified in writing of any bids advertised for subcontract work.
3. Vendor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Vendor shall actively consider for promotion and advancement available minorities and women.
5. Vendor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Vendor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Vendor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Division shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section."

Interpretations:

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

Requirement 1. When a Vendor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a Vendor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women Vendors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a Vendor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.
Requirement 4. If and when a Vendor promotes or advances employees, the Vendor must consider all eligible employees.
The City of Bellevue reserves the right to audit all Vendors for compliance with the requirements set forth in BCC 4.28.143.

Affidavit of Title VI Compliance Section:

Assurances for Contractors, Subcontractors, Consultants, Suppliers and Manufacturers.

- **Compliance with Regulations**: The Vendor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination**: The Vendor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiations made by the Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Vendor of the Vendor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports**: The Vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance**. In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    a. Withholding of payments to the Vendor under the contract until the contractor complies, and/or;
    b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions**. The Vendor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Vendor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE

_____ certifies that:

Vendor

1. If necessary to recruit additional employees, it has:

   a. Notified relevant minority and women's organizations, or

2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.

3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.

4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.

5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: _____

(authorized signature)

Title: _____

Date: _____