



REQUEST FOR PROPOSALS

(SOLICITATION NO. 3745)

for

Vending Machine Concessionaire

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RFP Issued on:	Proposals Due:
Wednesday, September 12, 2007	2:00 PM on Monday, October 8, 2007

ATTACHMENTS: (Pages 18 to 21)

- Attachment A – Equipment List and Locations
- Attachment B – Estimated Vending Revenue
- Attachment C – Monthly Summary of Sales and Revenue Report
- Attachment D – Beverage and Snack Pricing Proposal

REQUEST FOR PROPOSALS

Vending Machine Concessionaire

The Seattle Housing Authority (SHA) is seeking a qualified Vending Concessionaire to install and operate beverage and snack vending machines in specified SHA facilities. The selected Concessionaire will be granted an exclusive license to install, service and maintain vending machines in SHA facilities listed in this RFP and in other facilities as may subsequently be added by change order to the contract resulting from this RFP.

Pre-Submission Conference: Those interested in responding to the Request for Proposals (RFP) are strongly encouraged to attend a Pre-Submission Conference at 1:00 PM on Tuesday, September 25, 2007. The Conference will be held at the Seattle Housing Authority, located at 120 Sixth Avenue North, Seattle, 98109.

Obtaining the RFP: Visit our website at www.seattlehousing.org/Business/bus00.htm to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may call Pam Montgomery, Senior Contract Administrator at (206) 615-3378.

Questions: Any questions or requests for further information must be submitted in writing no later than 2:00 PM on Wednesday, September 26, 2007 to the Contract Administrator noted above by fax at (206) 615-3410, by e-mail at pamm@seattlehousing.org, or by mail at the address below.

Submission Deadline: Sealed proposals (one original and five (5) copies) must be received not later than 2:00 PM on Monday, October 8, 2007 at SHA's street address below. Proposals sent by U.S. Mail should be addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority
Purchasing Division
Attention: Pam Montgomery, Senior Contract Administrator
120 Sixth Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on SHA contracts.

Rights Reserved: SHA reserves the right to waive as an informality any irregularities in submittals, and/or to reject any and all proposals.

LIZ ALZEER
Contracting and Procurement Manager

Seattle Housing Authority

Request for Proposals (Solicitation No. 3745)

Vending Machine Concessionaire

A. INTRODUCTION

1) General:

The Seattle Housing Authority (SHA) is seeking a qualified Vending Concessionaire to install and operate beverage and snack vending machines in specified SHA facilities. The selected Concessionaire will be granted an exclusive license to install, service and maintain vending machines in SHA facilities listed in this RFP and in other facilities as may subsequently be added by change order to the contract resulting from this RFP.

- 2) Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 24,000 low-income people in Seattle. SHA owns and operates approximately 5,400 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), nearly 1,100 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and almost 900 low- and mixed-income units developed and acquired primarily through the use of debt financing. Approximately 8,400 of the residents are children.

SHA houses nearly 9,000 residents in housing it owns and operates and about 14,600 residents through its HUD-subsidized Housing Choice Voucher Program (also known as Section 8), which makes it possible for residents with low incomes to live anywhere in the city.

SHA owns and operates housing in neighborhoods throughout Seattle. These include the four large family communities of New Holly and Rainier Vista in Southeast Seattle, High Point in West Seattle, and Yesler Terrace in Central Seattle.

SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor and confirmed by the City Council. The Executive Director is appointed by, and reports to, the Board and is responsible for staff hiring and direction. SHA has approximately 585 employees and a total budget of \$301 million for Fiscal Year 2007.

B. SCOPE OF WORK

The selected Vending Concessionaire shall be asked to perform the following tasks, both General and Specific, in this section:

General:

The Seattle Housing Authority (SHA) is seeking a qualified Vending Concessionaire to install and operate beverage and snack vending machines in specified SHA facilities. The selected

Concessionaire will be granted an exclusive license to install, service and maintain vending machines in SHA facilities listed in this RFP and in other facilities as may subsequently be added by change order to the Contract resulting from this RFP. The selected Concessionaire shall be responsible for providing refreshment beverages, food, candy, and snacks, as well as the necessary equipment and equipment service needed to make those products available to the staff and public utilizing the facilities listed in this RFP.

SHA will work with the current Concessionaire, if necessary, to remove existing equipment once a firm is selected and a contract is signed to provide the services. The current Concessionaire will be given thirty (30) days' notice to remove equipment, unless the firm is selected as the successful firm to provide the services requested under this RFP.

Specific:

1.) Operation of the Vending Program: The Concessionaire shall be responsible for providing the entire vending operation for all facilities listed in Attachment A - Equipment List and Locations, and in any other facilities that may subsequently be added by change order to the Contract resulting from this RFP. This includes performing the requested functions, maintaining, and operating the vending program, including performance of all required duties. These duties shall include but not be limited to the following: stock vending machines and related equipment, install and maintain equipment, stock brand-name products in the machines, fill the machines with products as necessary, collect funds from machines, remit commissions as required, and perform other financial duties related to the commission and record-keeping as requested. The number of residents per building and estimated revenue for each location are listed in Attachment B – Estimated Vending Revenue.

Within 15 days of initial installation, Concessionaire must provide a complete list of installed machines, including product can or bottle, as shown on Attachment A – Equipment List and Locations.

Note: Electrical utility service will be provided by SHA. However, SHA will not be held liable for any interruptions of or curtailment to utility services due to causes beyond its control, including, but not limited to, SHA's alteration, repair or improvement of premises.

2.) Initial Installation. Within thirty days (30) of execution of the Contract resulting from this RFP, or within fourteen (14) days of removal of existing equipment, whichever is later, the Concessionaire shall install and stock soda and snack machines in the designated locations at the SHA facilities listed on Attachment A - Equipment List and Locations. Equipment and product must be equal to the equipment and product currently on-site at all existing locations, unless otherwise negotiated. All machines must comply with all applicable accessibility requirements established by local, State and Federal laws, codes and regulations.

Within 15 days of initial installation, Concessionaire must provide a complete inventory list of installed machines, including product can or bottle as shown on Attachment A – Equipment List and Locations.

3.) Stocking and Equipment Requirements.

a) Stocking. The Concessionaire shall collect monies from and restock the vending machines and related equipment at least monthly with refreshment beverages, food, candy, and snacks to make these products available to the staff and the public who use the facilities listed in Attachment A - Equipment List and Locations and in any other facilities that may subsequently be added by change order to the Contract resulting from this RFP. Amounts of collected money must be reported at least monthly. In addition, the Concessionaire shall provide the equipment and equipment services necessary to provide these services and products.

Subsequent to initial installation, machines shall be kept stocked with fresh, quality, brand-name merchandise. At times, the Concessionaire may be required to provide certain commodities at SHA's request. The Concessionaire shall establish and maintain the ability to provide beverages from multiple beverage companies to conform to customer preferences, such as Coca-Cola, Pepsi-Cola and other brand-names, as requested.

b) Equipment. The Concessionaire shall provide the equipment/machines and equipment services necessary to provide the products and services to staff and public described under item 3.) a) above. In order to provide equitable service to SHA residents, the Concessionaire shall continuously maintain machines (equipment) and product at all sites, regardless of profitability or other considerations, unless removal is authorized in writing by a change order to the Contract resulting from this RFP.

The Concessionaire shall contact the Contract Specialist for all requested or required equipment changes, other than product restocking. The Contract Specialist shall be notified when the change occurs. Machines may be exchanged for like machines. The machine must be equal to the quality of the previous machine, unless otherwise negotiated, and the Concessionaire must advise SHA in writing within seven (7) days following a change of equipment.

At its sole discretion, SHA reserves the right to notify the Concessionaire and to direct the removal of a machine or machines from any or all sites. The Concessionaire shall remove such machines within fourteen (14) calendar days of such notification.

Attachment A - Equipment List and Locations lists the existing equipment. Equipment is defined as follows: 20-oz.-Bottle machine (dispenses 20-ounce bottles of soft drinks/water/juice refreshment beverages), 12-oz.-Can machine (dispenses 12-ounce cans of soft drinks), or Snack machine. Inclusion of the number two (2) indicates two machines of the designated type at this location.

Equipment with Energy-Savings Devices Required. The equipment installed must be either an Energy Star model or installed with an EnergyMiser, VendingMiser or CoolerMiser or comparable device.

4.) Service Response Times. The Concessionaire shall respond to all service calls within the times specified below:

- If the location calls the Concessionaire by 12:00 Noon, Concessionaire shall provide same day service.
- If the location calls the Concessionaire after 12:00 Noon, Concessionaire shall respond by 12:00 noon of the following day.

5.) Product Pricing and Selection. Pricing for beverages and snacks shall be consistent with the Concessionaire's proposal and/or as amended during contract negotiations. During contract negotiations, SHA, accompanied by resident representation and the Concessionaire, will agree on product stocking and pricing. Pricing shall be established on a building-by-building basis and may not necessarily be uniform throughout all buildings. SHA, accompanied by resident representation and the Concessionaire, will review pricing strategies during quarterly review meetings and will jointly decide to increase or decrease prices for any given building or product.

6.) Concessionaire Representative. The Concessionaire shall designate an agent or representative to monitor and report on the over-all program. Said Concessionaire representative shall attend regularly scheduled quarterly meetings with SHA's Contract Specialist and Accounts Receivable designee, and the resident representation or designees. Said Concessionaire representative shall also be the party to whom all complaints, concerns or service requests shall be addressed. The Concessionaire shall notify SHA in writing within seven days of any change in the name, title, or contact information of its designated agent or representative.

7.) Refunds. It is anticipated that an occasional equipment malfunction will occur and result in loss to vending-machine customers. In such occurrences, the Concessionaire shall provide envelopes for each community building for this purpose and shall provide refunds to residents in the event of equipment malfunction and lost revenue.

8.) Reports. In addition to the Monthly Summary of Sales and Revenue Report (Attachment C) described under B. Scope of Work, 12.) b) below, the Concessionaire shall provide the following revenue check and reports to SHA: a) a monthly revenue check ; b) a monthly revenue statement with the following information: Each Location, Type of Machine, Count of Product Sold, Gross Sales, Sales Tax, Net Sales, SHA's Commission Rate and Amount of Revenue To Be Paid to SHA; and c) a monthly statement showing payments made to the Department of Services for the Blind, described in item B. 9.) below.

Both the revenue check and the monthly statement shall be received by the Contract Specialist no later than twenty (20) days from the last day of the preceding month.

9.) Department of Services for the Blind (DSB). The Concessionaire shall contract with, provide required insurance coverages for, and make monthly payments to the State of Washington Department of Services for the Blind (DSB), as required under State law. The Concessionaire shall provide monthly reports to SHA, showing the record of payments made to the DSB. On an annual basis and in cooperation with SHA's Contract Specialist, the Concessionaire shall verify and audit all locations and commissions reported to the DSB.

10.) Facility Upgrades. Any utility or structural upgrades to a facility that are required in order to install certain machines must be approved by SHA in advance and funded by the Concessionaire. Funds needed for any upgrades shall not diminish in any manner the proposed financial proceeds to SHA.

All equipment and utility or structural upgrades must comply with all local, State, and Federal laws, codes and regulations. All work shall be performed with all required and proper local permits.

Any permanent upgrades made to the facilities by the Concessionaire shall remain at the location and shall become the property of SHA without any further compensation to the Concessionaire by SHA. Permanent upgrades include, but are not limited to, utility upgrades, countertops or any other device or structure attached to the facility. Concessionaire will have access to the buildings during normal working hours, generally 8:00 AM to 4:30 PM. Monday through Friday. Under special circumstances, hours may be negotiated with the Property Manager.

11.) Laws, Permits & Licensees. The Concessionaire shall be responsible for obtaining all licenses, permits and governmental permissions required to perform the work described under this RFP and the Contract resulting from it. Concessionaire shall take into consideration and comply with all applicable current Federal, State and local laws, regulations, statutes, codes and guidelines.

12.) Revenues. Revenue payments to SHA shall be based upon gross sales. The term “gross sales” is hereby defined to mean receipt at point-of-sale, by cash, check, credit card, or other method of payment, of any payment for commodities dispensed from the machines/equipment placed at SHA sites. Such gross sales shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the Concessionaire or any taxes or fees payable to any governmental entity.

a) Definitions

1. Net Sales: Gross Sales minus Sales Tax
2. Concessionaire’s Commission Rate: The agreed-upon percentage of Net Sales allowed the Concessionaire for services rendered and goods sold.
3. SHA’s Commission Rate: The agreed-upon percentage of Net Sales received by SHA.
4. Amount of Revenue Payable to SHA:
 - a. Resident buildings: $\text{Gross Sales minus Sales Tax} = \text{Net Sales, times SHA's Commission Rate}$
 - b. SHA administrative buildings: $\text{Gross Sales minus Sales Tax} = \text{Net Sales, minus DSB Commission, times SHA's Commission Rate}$.

b) Monthly, the Concessionaire shall be required to provide the items specified below by the 20th day of the following month. (For example, the January report and revenue check must be received by February 20th; the February report and check by March 20th, etc.)

1. Required to SHA

- a. Monthly Summary of Sales and Revenue Report (Attachment C)
- b. Revenue check
- c. Report of payment made to the Department of Services for the Blind (DSB) (see below) or provide amount on the above-referenced Monthly Summary of Sales and Revenue Report - Attachment C.

2. Required to Department of Services for the Blind: Monthly revenue check to the DSB, based on vending sales generated in machines at SHA administrative buildings, as indicated on Attachment C.

c) The required format for a Monthly Summary of Sales and Revenue Report is included as Attachment C.

13.) Tax Obligations. Concessionaire shall be responsible for any tax obligations due as may be required under applicable local, State and Federal laws and regulations, other than leasehold excise taxes payable on remissions by SHA to the State of Washington.

14.) Right to Examine Records. The Concessionaire shall maintain current financial and other records as may be prescribed by SHA or by applicable Federal, State and local laws, rules and regulations. The Concessionaire shall retain these records for a period of three (3) years after the Contract resulting from this RFP ends. These records shall be made available for audit by SHA during the term of the Contract and the subsequent three-year period for examination, transcription, and audit by SHA, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

The Concessionaire must supply any records associated with this account within five (5) business days of receipt of written request by SHA.

C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

To facilitate evaluation, proposals should address and be organized in the order of the outline given below and include the following information. Please refer to the section of this RFP on Submission Requirements for information on Required Number of Copies. Proposals should be limited to a total of six (6) pages (resumes, Section 3 Business Certification, and Section 3 Resident Employment Plan, and other required attachments are not included in the page limitation). Proposers are responsible for checking SHA's website at www.seattlehousing.org/Business/bus00.htm prior to submission of a proposal to review and download any addenda issued.

1.) Company Profile and Qualifications.

a. The first page of the proposal shall:

1. Include the following statement: "I, the undersigned, verify that [Name of Firm] is financially solvent and therein capable of performing the requirements both stated herein in the RFP and, if selected as the successful proposer, in the Contract resulting from this RFP."
2. Statement must be signed by the individual(s) who is/are authorized to bind the Concessionaire contractually. The signature(s) must indicate the classification or position that the individual(s) holds in the firm;
3. Designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.
4. Provide a brief overview of your company's background.
5. Indicate the number of years your firm has been providing vending machine services as described in this RFP.

b. Also include responses to the following, which may continue on subsequent pages:

1. Type of ownership of your company
2. Date of incorporation or business formation
3. Name and title of principals
4. Business address of principals
5. Identify local office that will be directly responsible for servicing this account

6. Number of employees
7. Number of employees who will be working on this Contract should your firm be awarded the Contract
8. Portion of your company owned by another or parent company. The full legal name and address of that company
9. Address of location that will issue commission checks
10. Name, phone number and fax number of individual who SHA may contact regarding commission checks or statements
11. Total number of vending machines under company's control
12. On Attachment D – Beverage and Snack Pricing Proposal, please provide the following:
 - a) The Unit Price and SHA Commission Percentage that your firm proposes for each of the items listed. This list is a sample of snack and beverage products currently available from one of SHA's vending machines;
 - b) In addition, please add to that sample list any other beverage and snack products that your firm currently is able and in the future anticipates being able to provide at SHA sites. Please include your firm's proposed Unit Price and SHA Commission Percentage for each of these additional items.

[Note: Final product selection and pricing will be made with the successful proposer to this RFP during Contract negotiations, as described in Section B. Scope of Work, Item 5.) Product Pricing and Selection.]
13. Explain your methods for providing refunds in the event of a machine malfunction. Please provide the text of your instructions to residents and the mechanism for them to submit for and receive the refund.

2.) Personnel Qualifications

- a. Identify key personnel and their position within the company.
- b. Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and of those individuals who will directly support and be involved in meeting the day-to-day requirements of SHA.
- c. If you plan to subcontract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

3.) Based on previous services you have performed for other firms, demonstrate your firm's ability to provide the services requested under B. Scope of Work above.

- a. Include in this your proven ability to provide accurate reporting, to perform monthly collections and to provide monthly reports as specified in B. Scope of Work above.
- b. Also include in this your proven capability to make the initial installation within 30 days of execution of a contract and replace during the performance of the Contract resulting from this RFP, equipment and product equal to the quality and performance of the existing equipment and product on-site at all existing locations, and that the equipment you will install will comply with all applicable accessibility requirements established by local State and Federal laws and codes.
- c. In addition, please state whether you foresee any difficulties in your firm's ability to meet the service expectations specified in Section B. Scope of Work above, including response time.

d. Also state the specific energy-savings equipment or device you propose to install in the facilities shown on Attachment A - Equipment List and Locations, and whether it is part of or a separate device from the vending machine itself.

- 1) State the annual rate of savings in kwh and dollars, as suggested by the manufacturer (e.g., \$100 savings per machine per year) and
- 2) the expected percentage of energy to be saved (e.g., “anticipated savings of 34% to 40% per year.”)

4.) Financial Statement. Concessionaires must provide a current financial statement or latest annual report. .

By submitting a proposal, all concessionaires agree to allow SHA to obtain all necessary credit reports on the company in order to ensure the ability of the concessionaire to meet all proposed financial obligations: Federal ID number or Dunn & Bradstreet number.

5.) Revenue/Commissions. Complete and include with your proposal Attachment D - Beverage and Snack Pricing Proposal. Failure to include Attachment D with your proposal may be grounds for finding your proposal non-responsive.

References: Please provide three (3) references and contact information for each one, for whom your vending firm has provided, in the past three (3) years, services that are comparable to those requested under Section B. Scope of Work above.

D. CONCESSIONAIRE EVALUATION CRITERIA

Concessionaires’ submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to SHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this document. Because multiple areas of expertise are required for successfully performing this project, the Concessionaire, either through in-house staff or sub-consultants, must demonstrate expertise and have available adequate quantities of experienced personnel in all of the areas described.

Concessionaires are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be included in a separate section of the proposal. In submitting a proposal, the Concessionaire agrees that any costs or prices proposed shall be valid for a minimum of 90 days from the proposal due date.

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate the qualifications of each proposer:

Evaluation Criteria	Weighting (Max. Points)
<p>Company Profile and Qualifications.</p> <p>a. The first page of the proposal shall:</p> <ol style="list-style-type: none"> 1. Include the following statement: “I, the undersigned, verify that [Name of Firm] is financially solvent and therein capable of performing the requirements both stated herein in the RFP and, if selected as the successful proposer, in the Contract resulting from this RFP.” 2. Statement must be signed by the individual(s) who is/are authorized to bind the Concessionaire contractually. The signature(s) must indicate the classification or position that the individual(s) holds in the firm; 3. Designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address. 4. Provide a brief overview of your company’s background. 5. Indicate the number of years your firm has been providing vending machine services as described in this RFP. <p>b. Also include responses to the following, which may continue on subsequent pages:</p> <ol style="list-style-type: none"> 1. Type of ownership of your company 2. Date of incorporation or business formation 3. Name and title of principals 4. Business address of principals 5. Identify local office that will be directly responsible for servicing this account 6. Number of employees 7. Number of employees who will be working on this Contract should your firm be awarded the Contract 8. Portion of your company owned by another or parent company. The full legal name and address of that company 9. Address of location that will issue commission checks 10. Name, phone number and fax number of individual who SHA may contact regarding commission checks or statements 11. Total number of vending machines under company’s control 12. On Attachment D – Beverage and Snack Pricing Proposal, please provide the following: <ol style="list-style-type: none"> a) The Unit Price and SHA Commission Percentage that your firm proposes for each of the items listed. This list is a sample of snack and beverage products currently available from one of SHA’s vending machines; b) In addition, please add to that sample list any other beverage and snack products that your firm currently is able and in the future anticipates being able to provide at SHA sites. Please include your firm’s proposed Unit Price and SHA Commission Percentage for each of these additional items. 13. Explain your methods for providing refunds in the event of a machine 	20

	malfunction. If this involves supplying envelopes, please state the requested information on the envelope and the process for the SHA resident or employee to request/receive the claimed refund.	
2	<p>Personnel Qualifications</p> <p>a. Identify key personnel and their position within the company.</p> <p>b. Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and of those individuals who will directly support and be involved in meeting the day-to-day requirements of SHA.</p> <p>c. If you plan to subcontract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.</p>	20
3	<p>Based on previous services you have performed for other firms, demonstrate your firm’s ability to provide the services requested under B. Scope of Work above.</p> <p>a. Include in this your proven ability to provide accurate reporting, to perform monthly collections and to provide monthly reports as specified in B. Scope of Work above.</p> <p>b. Also include in this your proven capability to make the initial installation within 30 days of execution of a contract and replace during the performance of the Contract resulting from this RFP, equipment and product equal to the quality and performance of the existing equipment and product on-site at all existing locations, and that the equipment you will install will comply with all applicable accessibility requirements established by local State and Federal laws and codes.</p> <p>c. In addition, please state whether you foresee any difficulties in your firm’s ability to meet the service expectations specified in Section B. Scope of Work above, including response time.</p> <p>d. Also state the specific energy-savings equipment or device you propose to install in the facilities shown on Attachment A - Equipment List and Locations, and whether it is part of or a separate device from the vending machine itself.</p> <p>1) State the annual rate of savings in kwh and dollars, as suggested by the manufacturer (e.g., \$100 savings per machine per year) and</p> <p>2) the expected percentage of energy to be saved (e.g., “anticipated savings of 34% to 40% per year.”).</p>	20
4	<p>Financial Statement. Concessionaires must provide a current financial statement or latest annual report.</p>	20
5	<p>Revenue/Commissions. Complete and include with your proposal Attachment D - Beverage and Snack Pricing Proposal. Failure to include Attachment D with your proposal may be grounds for finding your proposal non-responsive.</p>	20
Maximum Total Points		100

E. SUBMISSION REQUIREMENTS

- 1.) **Pre-Submission Conference:** Concessionaires are strongly encouraged to attend a Pre-Submission Conference at the time and place referenced on page 1 of this Request for

Proposals (RFP), and advertised in the *Seattle Daily Journal of Commerce* newspaper. Failure to attend the Conference will not relieve the concessionaires of any responsibility for information provided at that time.

2.) **Due Date For Questions:** Technical questions regarding substantive matters related to this RFP or requests for further information must be submitted in writing consistent with the deadline and submission requirements on page 1 of this RFP.

3.) **Due Date and Place for Submission of Proposals:** Proposals must be received by the Seattle Housing Authority by the deadline and at the place indicated on page 1 of this RFP.

The deadline is firm as to place, date, and time. SHA will not consider any proposal received after the deadline and will return all such proposals unopened.

All Proposals should be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. Proposers should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems. *NOTE: A faxed or e-mailed Proposal is not acceptable.*

Upon receipt of each Proposal, SHA's Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the proposer with an acknowledgment of receipt. All Proposals received will become the property of the Seattle Housing Authority and will not be returned to the proposer.

4.) **Required Number of Copies:** Proposers responding to this RFP shall submit one original proposal along with the required number of copies of the proposal (see page 1 of this RFP) to the address also indicated on page 1 of this RFP. The original of each of the forms indicated below must also be completed and submitted with the original proposal only. Do not send these forms with the proposal copies.

- Section 3, Business Certification Form
- Section 3, Resident Employment Plan

5.) **Addenda:** In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at www.seattlehousing.org/Business/bus00.htm. It is the responsibility of proposers to check this website prior to submission of a proposal to review and download any addenda issued. If you are unable to download the addenda, you may call the Contract Administrator listed on page 1 of this RFP to have a copy of the addenda mailed or e-mailed to you.

6.) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Proposals. SHA will generally not disclose the status of negotiations until SHA's Executive Director has approved the award of a contract for services.

F. SELECTION PROCESS

An evaluation panel will rate all responses to this RFP that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

1. Make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more proposers; or
2. (a) Request additional information from the proposer whose responses appear to have the greatest likelihood of success; and/or
(b) Invite one or more proposer whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then
(c) Make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more proposers.

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1. After proposals are evaluated, for the proposer with the highest-scoring proposal;
2. In the event that interviews are held, for the proposer with the highest-scoring proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the Contract to be executed based on this RFP, SHA may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the Contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the proposer has performed work for SHA, even if the proposer did not identify SHA as a reference.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address: <http://www.seattlehousing.org/business/info/Policies/CurrentAdoptedProcurementPolicies.doc>

G. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified proposer, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a Contract is executed.

SHA expects to execute a Contract for services for one year. At SHA's option, a Change Order may be executed extending the Contract for up to four additional one-year periods, along with appropriate adjustments in the scope of work and compensation.

H. ADMINISTRATIVE INFORMATION

- 1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.
- 2) **Basic Eligibility:** The successful proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful proposer must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.
- 3) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected proposer who must inform all sub-consultants of this provision.
- 4) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the concessionaire and their sub-Concessionaires shall become the exclusive property of SHA.
- 5) **Other Contracts:** During the original term and all subsequent renewal terms of the Contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 6) **Funding Availability:** By responding to this RFP, the proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 7) **Contract Requirements:** Proposers may review SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site: http://www.seattlehousing.org/Business/Info/Klanguage/Consultant_Contract.doc
- 8) **Criminal Background Investigation:** The Concessionaire shall conduct a criminal investigation of all employees performing any work during the term of the Contract resulting from this RFP, who may reasonably be expected to have direct or incidental contact with SHA residents of SHA staff members. In the event that a background check provides evidence of prior felony conviction or imprisonment for a felony within the past seven (7) years, the results of that investigation shall be disclosed to the SHA Contract Specialist. The Concessionaire shall, if requested by SHA, replace such persons with individuals acceptable to SHA.
- 9) **Insurance:** The following are the insurance requirements that will be included in the Contract executed based on this RFP:

A. General Requirements:

1. Prior to undertaking any work under this Contract, the Concessionaire shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Concessionaire, its agents, representatives, employees and/or subcontractors.
2. The Concessionaire's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Concessionaire's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Concessionaire's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Concessionaire to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

B. Required Insurance Coverage: The following are the types and amounts of insurance coverage that must be maintained by the Concessionaire during the term of this Contract. The Concessionaire must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

- \$1,000,000 each occurrence, and
- \$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Concessionaire's contact with minor children, the Concessionaire shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by SHA's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

- \$1,000,000 each accident

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

- \$1,000,000 combined single limit coverage

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Concessionaire shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Concessionaire is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Concessionaire shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

C. Additional Insured Endorsement: The Seattle Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Concessionaire. A policy endorsement (form CG2010B or equivalent) must be provided to SHA as evidence of additional insured coverage.

D. Proof of Insurance and Insurance Expiration:

1. The Concessionaire shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Concessionaire shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Concessionaire's coverage of subcontractors under the Concessionaire's policies is not excluded by any policy provision or endorsement. Alternatively, the Concessionaire shall:
 - a.) Obtain from each subcontractor not insured under the Concessionaire's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
3. The Concessionaire's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The Concessionaire shall not permit any required insurance coverage to expire during the term of this Contract.

4. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of SHA's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of SHA's Risk Manager.

