

**CITY OF SPOKANE  
REQUEST FOR PROPOSALS  
BUS BENCH PROGRAM**

DATE ISSUED: \_\_\_\_\_

TITLE: City Bus Bench Program

INITIAL TERM: 5 years

RENEWAL OPTIONS: One - 5 year renewal

**PROPOSAL RECEIPT DATE / TIME:** \_\_\_\_\_

**PROPOSAL DELIVERY ADDRESS:**

Purchasing Division  
808 W. Spokane Falls Blvd, 4th Floor  
Spokane, WA 99201

**MANDATORY PRE-PROPOSAL CONFERENCE:**

Date  
TIME PDT  
City Council Chambers  
808 W. Spokane Falls Blvd – Lower Level  
Spokane, WA 99201

REQUEST FOR PROPOSALS COORDINATOR: Name

PHONE:

E-MAIL:

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## REQUEST FOR PROPOSALS

### BUS BENCH PROGRAM

#### 1. INTRODUCTION.

##### 1.1 BACKGROUND.

The City of Spokane (the City), Washington, with a population of 192,000 and occupying 59 square miles, is located in the eastern portion of the State of Washington about twenty miles from the bordering State of Idaho. City is the county seat of Spokane County and the second largest city in the State. It has approximately 1,000 miles of streets. Bus service is provided by the Spokane Transit Authority, a separate agency. There are approximately 1,000 bus stops located within the City limits.

##### 1.2 INVITATION TO SUBMIT PROPOSAL.

The City of Spokane invites all qualified firms to submit proposals for a five (5) year Franchise Contract for the installation, maintenance and operation of bus benches and the display of advertising thereon and/or therein. The City expects that purchase or construction, installation, maintenance and operation of all bus benches will be completed by the Franchisee, at no cost to the City, in exchange for granting the Franchisee the rights to place advertising on bus benches. Pursuant to this RFP the City seeks proposals for a Franchisee that will provide decorative bus benches with trash receptacles to the City of Spokane.

##### 1.3 BENCHES

1.3.1 The Franchisee will be responsible for the purchase or construction, installation, maintenance and all operations of bus benches at transit stops within the City of Spokane. The Franchisee will be required to provide maintenance for the bus benches at a minimum twice a week to ensure that the benches are clean, graffiti free and in excellent repair. Additionally, a contact number shall be placed conspicuously on the bus benches to allow bus patrons/community members to report problems with the bus benches. If the bus benches are found to be dirty, graffitied, snow bound or otherwise not in excellent repair, the Franchisee will be required to remedy the problem within 24 hours.

1.3.2 The design, construction, installation, repair and maintenance of a minimum of two hundred (200) bus benches will be the sole responsibility of the Franchisee. City review/approval of the benches, their locations, and the location and installation of advertising on the benches are subject to the review and approval of the Contractor Administrator.

1.4 OBJECTIVE OF SOLICITATION.

The proposal submitted by the Franchisee should clearly articulate a response to the need of the City for bus benches to service bus patrons, especially at locations that cannot accommodate a transit shelter.

1.5 COMPENSATION.

The proposal shall indicate the amount of compensation the Franchisee is willing to offer for the rights granted under the franchise. It must be stated as an annual percentage of gross revenues or a fixed guaranteed amount, whichever is greater.

1.6 MANDATORY PRE-PROPOSAL CONFERENCE.

- 1.6.1 On [REDACTED], at the hour of \_\_\_\_\_ the City will conduct a mandatory Pre-proposal Conference to provide an opportunity for interested parties to gain any necessary clarifications regarding the RFP. The City requests that questions be submitted in writing, to the Request for Proposals Coordinator, by [REDACTED]. During the Conference there will be general discussion and general clarification of the RFP, as well as responses to questions submitted prior to the deadline. All other questions will be reviewed by the City and Proposers will receive written clarifications shortly after the Pre-proposal Conference. **Failure to attend this mandatory pre-proposal conference will result in disqualification of a firm to respond to this RFP.**

**Location:** City Council Chambers  
808 W. Spokane Falls Blvd - Lower Level  
Spokane, WA 99201

- 1.6.2 To maximize the effectiveness of the conference, the City requests, that to the extent possible, Proposers provide questions in writing by [REDACTED], prior to the conference. This will enable staff to prepare responses in advance. Specific questions concerning the RFP should be mailed or hand delivered in writing to the attention of the Request for Proposals Coordinator:

Ms. Thea Bremer  
City of Spokane Purchasing Division  
808 West Spokane Falls Boulevard, 4th Floor  
Spokane, WA 99201

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former City officers or employees

1.8 DEFINITION OF TERMS.

The following terms used in the RFP documents shall be construed as follows:

“City” shall mean the City of Spokane.

“Franchise Agreement” shall be considered synonymous with the term contract.

“Franchisee” shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.

“Gross revenues” include advertising sales, barter or in-kind services (e.g. airline tickets, hotel accommodations, media access) or any other type of nonmonetary compensation, that are derived by the Franchisee as a result of the installation of franchise bus benches, and the display of advertising thereon or as a result of rental of any franchise bus benches.

“Proposal” shall mean a formal offer submitted in response to this solicitation.

“Proposer” shall mean an individual or company submitting a Proposal in order to attain a contract with the City.

“Request for Proposals (RFP)” means the formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen.

“Snow Bound” shall mean that a bench, or the area immediately surrounding such bench, has a standing accumulation of snow, ice, or any combination thereof, exceeding       (    )       inches in depth.

1.9 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE.

All proposals submitted in response to this RFP shall become the property of the City and subject to the State of Washington Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposers claim are exempt from the Washington State Public Records Act (chapter 42.56 Revised Code of Washington). Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following: "The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof." Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from this disclosure.

## 2. SCOPE OF WORK, REQUIREMENTS AND DESCRIPTION OF MATERIALS AND SERVICES TO BE PROVIDED

### 2.1 GENERAL REQUIREMENTS.

The Franchisee will provide for the construction, installation, maintenance, repair and removal of bus benches within the public right of way within the City of Spokane. The Franchisee will install bus benches at a minimum of (Number of Locations) sites.<sup>1</sup> The Franchisee will be responsible for the cost of any and all permits required for the installation of the bus benches in the street right of way.

### 2.2 DESIGN.

2.2.1 The benches must be both attractive and functional in their design and placement. The goal is to improve the appearance and quality the Spokane City streetscape in compliance with the policies of the City's Comprehensive Plan. The design must be aesthetic and must conform to a coordinated design scheme.

2.2.2 Each franchise bus bench design should be functionally efficient, secure, durable, and must accommodate people with disabilities as required by local, state and federal standards. The footprint and height of the Franchise Bus benches shall be kept as small as possible, consistent with their functional requirements.

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<sup>1</sup> No bench will be placed at a site which already has a transit shelter installed, nor in the downtown central business district as is now or hereinafter defined in the Spokane Municipal Code..



- 2.2.3 All components of the franchise bus benches must be fabricated of high quality, durable and vandal-resistant materials. Painted bus benches should have no less than a baked on porcelain enamel finish or better. To the maximum extent feasible, all surfaces of the franchise bus benches that are accessible to the public must be graffiti resistant. Adequate circulation space must be provided between franchise bus benches and adjacent sidewalks. All benches must be reviewed by the Department of Public Works & Utilities.

## 2.3 DIMENSIONS.

- 2.3.1 The Franchisee is strongly encouraged to propose designs that utilize the minimum area footprint necessary. The benches should be no more than eight (8) feet in length, two (2) feet – six (6) inches in width, and four (4) feet in height. The bench must have a mid-bench arm rest.
- 2.3.2 The Franchisee shall comply with all applicable sections of the codes of the City of Spokane, obtain required permits from the appropriate City department and pay required fees. Quality workmanship shall be employed at all times. After the installation or removal of any franchise Bus benches, the sidewalk immediately under or adjacent thereto shall be restored to a condition conforming to the City's standard by the Franchisee at the Franchisee's sole expense.

## 2.4 MATERIALS.

Except for rental services and specified re-manufactured parts, all materials and equipment furnished shall be new and unused. The requirement shall not preclude the use of recycled material in the manufacturing process.

## 2.5 INSTALLATION.

- 2.5.1 The Franchisee will provide a bus bench installation plan and schedule within 30 days after the execution of the contract. The overall plan and the implementation schedule will be approved at the sole discretion of the Contract Administrator. Failure to adhere to the build-out schedule once approved by the City will be grounds for liquidated damages or termination of all or any part of the Franchise Agreement.
- 2.5.2 During the term of the Franchise, the City may direct the Franchisee to remove or relocate bus benches at the Franchisee's expense if it is found that the bus benches is not maintained to the agreed upon level of maintenance, as set forth in the final Franchise Agreement, if adjacent property owners find it disruptive, if it is in the way of new construction, if to address security concerns or any other reasonable challenge to its location.

## 2.6 SITE SELECTION.

- 2.6.1 The Contract Administrator will approve sites for the bus benches in accordance with the criteria specified below. The list will be provided as a guide only and will require site review before approval will be granted. The City will have the right to request up to twenty (20) percent of the sites, however, is not required to exercise that right. The Franchisee will provide a list of areas of interest for the placement of bus benches. The Franchisee should base its distribution plan so as to adequately serve the City of Spokane and to meet the transit needs of its citizens. Final approval of bus bench locations is subject to the Contract Administrator's review.
- 2.6.2 The principal criteria for locating bus benches are as follows:
- 2.6.2.1 Franchisee will be allowed to place up to two bus benches per public transportation stop if no transit shelter exists at the stop, and the location can accommodate two benches in accordance with City standards and American with Disabilities Act (ADA) requirements. If a transit shelter exists at the stop, no benches may be placed.
  - 2.6.2.2 The bus benches must be coordinated with trees, light poles, mail boxes and electrical boxes and other street design elements.
  - 2.6.2.3 The placement of bus benches within City right-of-way must be ADA compliant.
  - 2.6.2.4 Placement may not restrict the line of sight for vehicular traffic.
- 2.6.3 During the term of the Franchise, the Contract Administrator may direct the Franchisee to remove or relocate bus benches at the Franchisee's expense if it is found that the bus bench (a) is maintained below the contractual standard, (b) if adjacent property owner finds it disruptive, (c) if it is in the way of new construction or (d) there is any other reasonable challenge to its location.

## 2.7 MAINTENANCE AND OPERATIONS.

- 2.7.1 Maintenance of the bus benches by the Franchisee shall include inspecting, cleaning, and removing graffiti on at least two non-consecutive days each week. Additionally, the Franchisee shall be responsible for snow removal for all Snow Bound benches and for the immediate area around such benches. If a complaint is registered about the cleanliness of the bench either by the City or by a bus patron/community member, it must be rectified within 24 hours of the complaint. Bus benches will be regularly inspected by the City to ensure compliance with installation, maintenance, operational and repair requirements.

- 2.7.2 Maintenance also includes timely removal of graffiti and stickers on the benches, in addition to debris, on and adjacent to the bus benches, preventative maintenance and prompt repairs. Repairs necessary to ensure public safety, as determined by the City, shall be performed within 12 hours of notification by the City. The Franchisee shall also be responsible for collecting refuse or recyclable materials from any litter and/or recycling bins with the bus benches, each time the bus bench is cleaned or more often if needed.
- 2.7.3 In those instances where the required maintenance is not sufficient, the Franchisee shall increase the frequency of maintenance at no cost to the City. The Franchise Contract will provide for liquidated damages related to the Franchisee's failure to perform such maintenance to the satisfaction of the City. A schedule of liquidated damages will appear in the Franchise Contract; liquidated damages will likely range from \$50 to \$125 per day per breach, based on the severity of the breach. Repeated failure to perform such maintenance to the satisfaction of the City may be deemed a default in performance by the Franchisee and grounds for cancellation of the Franchise Contract.

## 2.8 COMPLAINTS AND RESPONSE PROCEDURES.

- 2.8.1 The City will require the Franchisee to place a telephone number conspicuously on the bus benches which will allow community members to contact the Franchisee if the bus bench is found to be un-clean or in need repair. The franchisee will be required to respond to these complaints within the prescribed 24 hour period.
- 2.8.2 The Franchisee shall be responsible for compiling and providing the City, quarterly, with a log of public complaints along with a documented and detailed account of the Franchisee's response thereto.
- 2.8.3 The City will periodically review all public requests for new installation or removal of bus benches. The Franchisee shall install or remove bus benches at its sole cost and expense upon request of the City.

## 2.9 COMPUTERIZED INVENTORY.

The Franchisee shall be responsible for acquiring and installing, at its sole expense, hardware and software for a computerized inventory system of the Franchise Bus benches and sites. This system shall have a database, mapping (Geo-coding) and graphic capabilities for recording the location, design, and if a trash receptacle is installed at each bus bench location. It should include maintenance dates and repairs and employee identifications numbers for the individuals performing the services, to be provided quarterly.

## 2.10 ADVERTISING.

The City is concerned with the display or placement of tobacco product advertising and alcoholic beverage advertising or any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which could be construed as unlawful or obscene. The City is also concerned with advertising that may constitute the public display of offensive sexual material.

## 2.11 OWNERSHIP OF BUS BENCHES.

2.11.1 The bus benches will remain the property of the Franchisee during the term of the Franchise Agreement. On expiration of the Franchise Agreement, the City will have the Franchisee remove all of the bus benches and restore their sites to their proper condition, which removal and restoration shall be at the Franchisee's sole expense.

2.11.2 In the event the Franchise Agreement is cancelled by the City in whole or in part prior to the expiration date for any reason other than by reason of default of the Franchisee, the City shall have the option to purchase from the Franchisee the then-existing bus benches at a straight line basis annual depreciation rate of ten percent (10%). Alternatively, the City may direct the Franchisee to remove any or all of the franchise bus benches and restore their sites to their proper condition, which removal and restoration shall be at the Franchisee's sole expense.

2.11.3 In the event of termination in whole or in part due to the default of the Franchisee, the City has the option to assume ownership of the bus benches with no compensation to the Franchisee. Alternatively, the City may direct the Franchisee to remove any or all of the Franchise Bus benches and restore their sites to their proper condition, which removal and restoration shall be at the Franchisee's sole expense.

## 2.12 CONTRACTOR PERFORMANCE EVALUATION AND SUPPLIER PERFORMANCE FEEDBACK MEETINGS.

The Franchisee is required to attend periodic performance feedback meetings. The meetings will focus on the Franchisee's and the City's performance in fulfilling the service level agreements contained in the contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level agreements, and cost reductions for both parties.

## 2.13 REPLACEMENT OF FRANCHISEE'S STAFF.

The City reserves the right to have the Franchisee replace any contract personnel with equally or better qualified staff upon submitting written notice to Franchisee.

2.14 PRIME CONTRACTOR.

- 2.14.1 The Franchisee must be the prime contractor performing the primary functions of the contract for a total of 51% of the Franchise Agreement. The Franchisee shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.
- 2.14.2 Acceptance or rejection of a Franchisee’s request to use subcontractors is at the sole discretion of the City. With approval of the City, the Franchisee may enter into subcontractors and joint participation agreements with others for the performance of portions of Franchise Agreement.
- 2.14.3 The provisions of the Franchise Agreement shall apply to all subcontractors in the same manner as to the Franchisee. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the Franchise Agreement.
- 2.14.4 Upon written request from the City, the Franchisee shall supply the City with all subcontractor agreements.

3. GENERAL INFORMATION – PROPOSAL PROCESS

3.1 RFP COORDINATOR.

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	NAME
Address	ADDRESS
City, State, Zip Code	CITY STATE ZIP
Phone Number	PHONE
Fax Number	FAX
E-Mail Address	EMAIL

Any other communication will be considered unofficial and non-binding on the City. Proposers are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.

Issue Request for Proposals	ISSUE DATE
Question and answer period	DATES
Pre-Proposal conference (if applicable)	DATE
Issue addendum to RFP (if applicable)	DATE
Last date for questions regarding RFP (optional)	DATE
Proposals due	DATE
Evaluate Proposals	DATES
Conduct oral interviews with finalists, if required	DATES
Announce “Apparent Successful Franchisee” and send notification via fax or e-mail to unsuccessful Proposers	DATE
Hold debriefing conferences (if requested)	DATE
Negotiate contract	DATES
City Council approval of contract	DATE
Begin contract work	DATE

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSAL.

3.3.1 Proposals shall be delivered to the City no later than 1:00 p.m. PDT on [DAY OF WEEK], [DATE]. The City reserves the right to not consider proposals received late.

3.3.2 Submit one (1) original and five (5) copies of the proposal in a sealed envelope. The envelope should be marked "PROPOSAL FOR BUS BENCH PROGRAM. Address the proposal to:

City of Spokane Purchasing Division  
Fourth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

3.3.3 Late proposals will not be accepted and shall be returned to the proposer unopened.

3.4 ACKNOWLEDGEMENT OF PROPOSAL.

Proposals will be acknowledged at the City’s regular bid opening at 1:15 p.m. in the City Council Chambers. The names of the Proposers will be read as a matter of public information.

3.5 PROPOSAL ERRORS.

The Proposer is liable for all errors or omissions incurred by the Proposer in preparing the proposal. The Proposer will not be allowed to alter proposal documents after the due date for submission. The City reserves the right to make corrections or amendments due to errors identified in proposal by the City or the Proposer. This type of correction or amendment will only be allowed for errors such as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to the proposal. All changes must be coordinated in writing with, authorized by and made by the Request for Proposals Coordinator and the Office of the City Attorney.

3.6 WITHDRAWAL OF PROPOSALS.

A Proposer may withdraw submitted proposal in writing at any time prior to the specified due date and time. A written request, signed by a representative of the company authorized to enter into an Franchise Agreement with the City on behalf of the Franchisee, shall be submitted to the Request for Proposals Coordinator. After withdrawing a previously submitted proposal the Proposer may submit another proposal at any time up to the specified due date and times.

3.7 INFORMATION REQUESTED AND NOT FURNISHED.

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

3.8 ALTERNATIVES.

The Proposer shall not change any wording in the RFP or associated documents. Any explanation of alternatives offered shall be submitted in a letter attached to the front of the proposal documents. All changes made throughout the proposal must be initialed by an individual authorized to enter into an Agreement with the City on behalf of the Franchisee. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

3.9 ADDENDUM(A).

The City reserves the right to submit addendum(a) to this RFP which may add additional requirements to be considered responsive. All Proposers must acknowledge any addendum(a) issued as a result of any change in this RFP on the Proposer's signature declaration page. Failure to indicate receipt of addendum(a) may result in a proposal being rejected as non-responsive.

3.10 MULTIPLE PROPOSALS.

Proposers interested in submitting more than one (1) proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP.

3.11 ADMINISTRATIVE IRREGULARITIES.

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

3.12 COST OF PROPOSAL PREPARATION.

The City is not responsible for any costs incurred by a Proposer while submitting proposals. All Proposers who respond to solicitations do so solely at their own expense.

3.13 REJECTION OF PROPOSALS.

The City reserves the right to reject any or all proposals; to reject any unapproved alternate proposal(s), and reserves the right to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals shall not render the City liable for costs or damages.

3.14 PROPOSAL EVALUATION.

The City does not intend to award a contract solely on the basis of price. Evaluation criteria will include but not be limited to:

<u>Evaluation Factor</u>	<u>Maximum Points</u>
Certification of Qualification for the Bus Bench Program	Pass/Fail
Bench Design and Aesthetics	_____
Siting Plan	_____
Project Schedule	_____
Compensation Package	_____
Maintenance and Service Plan	_____
Franchisee's Financial Stability	_____
Past Performance on Contracts of Similar Size and Scope	_____
Total	100

3.15 ORAL PRESENTATIONS MAY BE REQUIRED.

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Proposer at the oral interview, if any, will be considered binding.



3.16 QUALITY STANDARDS (COST OF TESTING).

If desired by the City, material(s) and/or service(s) in this proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/service(s) submitted for proposal conform to the specifications. Unless otherwise stated in the RFP, the cost of testing, dissection or analysis shall be borne by the Proposer.

3.17 GUARANTEE OF GOOD FAITH AND FIRM PRICE.

Proposals shall remain in effect for a minimum of 180 days from date of the submission deadline, unless extended by mutual consent.

3.18 AWARD OF CONTRACT.

3.18.1 This RFP does not obligate the City to award a Franchise Agreement.

3.18.2 The City of Spokane reserves the option of awarding this Franchise Agreement in any manner most advantageous for the City.

3.18.3 Proposers wishing to protest the award of the Franchise Agreement must make their protests before the City Council at the award hearing.

3.18.4 Award of contract, when made, will be to the Proposer whose proposal is the most favorable to the City, taking into consideration price and the other evaluation factors. The Mayor shall make the recommendation of award to the City Council. The City Council shall make the award of contract or purchase. **Unsuccessful proposers will not automatically be notified of proposal results.**

4. PROPOSAL CONTENTS

4.1 GENERAL REQUIREMENTS.

4.1.1 Proposals shall be based only on the material contained in the RFP, Pre-proposal Conference responses, amendments, addenda, and other material published by the City relating to the RFP. The Proposer shall disregard any previous draft material and oral representations that may have been obtained by the Proposer. Proposals shall be submitted in accordance with the requirements set forth in this RFP.

4.1.2 All proposals must be submitted in writing or typed and proposers shall complete and return all applicable documents including forms, appendices, specifications, drawings, schematic diagrams and any technical and/or illustrative literature. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and copies.

- 4.1.3 Proposals shall be submitted on 8” 1/2 x 11” paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be submitted in the order noted below:

Letter of Submittal.  
Technical Proposal.  
Management Proposal.  
Cost Proposal.  
Proposal Security  
Appendices.

#### 4.2 LETTER OF SUBMITTAL

- 4.2.1 The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

- 4.2.2 Contents of the Letter of Submittal  
The letter of submittal must contain each of the following elements:

- ✓ Introductory remarks
- ✓ Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom the Franchise Agreement would be written.
- ✓ Identify any current or former City employees employed by or on the Proposer’s governing board as of the date of the proposal or during the previous 12 months.
- ✓ Acknowledgement that the Proposer will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.
- ✓ Declaration:

“The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for themselves and advantage over any other proposer.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and I agree to the terms and conditions in this proposal.”

✓ Acknowledgement of Addenda

The Proposer hereby acknowledges receipt of and agrees this submittal is based upon the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposal being rejected as non-responsive.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

✓ Signature Block

Company Name: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

✓ Responsible Entity

Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The letter of submittal must identify the responsible entity.

#### 4.3 TECHNICAL PROPOSAL.

##### 4.3.1 Description of Services

###### 4.3.1.1 Description of Installation

The Franchisee will submit a detailed description of its installation plan bus benches to be provided over the term of the Franchise Agreement.

###### 4.3.1.2 Description of Maintenance and Operations Plan

The Franchisee will submit a detailed description of its installation plan bus benches to be provided over the term of the Franchise Agreement

#### 4.3.2 Advertising.

The Proposer shall describe its plans for administering and marketing the franchise bus benches and the advertising thereon, along with any additional computerized, electronic or audio advertising. The Proposer should specify with particularity the proposed size and placement of space reserved for advertising on each bench design submitted.

#### 4.3.3 Detailed Drawings and Photo Renderings

The Proposer shall provide detailed drawings and photo renderings of each typical bench, including a front, side and rear elevation. Detailed drawings shall accurately depict construction methods, including the method of mounting the bench to the sidewalk, structural, mechanical. The drawings must be stamped with a seal and signed by a Washington State Licensed Civil or Structural Engineer.

#### 4.3.4 Bench Design & Construction

##### 4.3.4.1 Basic Design Elements:

Proposers must submit a minimum of two (2) basic designs for the bus bench. Bench designs should demonstrate different looks available to compliment the existing street amenities. Proposers can designate a bench that would be the “default” design, and then one other design which could be used in historic districts and/or other locations with specific Comprehensive Plan elements which have special styles and colors of street amenities currently installed. Designs will be evaluated on the basis of functional efficiency, aesthetics, security, durability, adaptability for various built environments around the City and accommodation of persons with disabilities. The design of the bus benches is subject to the review of the Department of Public Works & Utilities and approval of the Mayor or her designee. The Franchisee will be required to comply with all City of Spokane laws, rules and codes related to materials and construction.

##### 4.3.4.2 Construction Materials

Proposers must describe in detail both the construction and finish materials to be used in each bench design. Further, the Proposer must detail how each of the materials proposed fulfills the criteria detailed in paragraph 2.2.3 hereof that the benches be, “fabricated of high quality, durable and vandal-resistant materials. Painted bus benches should have no less than a baked on porcelain enamel finish or better. To the maximum extent feasible, all surfaces of the franchise bus benches that are accessible to the public must be graffiti resistant”.

#### 4.3.5 Concept Plan for Siting Benches

The Proposer must submit a siting plan for City-wide placement of the benches and include an implementation strategy. The siting plan must provide for siting of \_\_\_\_\_ percent (\_\_\_\_) of the benches to be placed in areas zoned as residential and \_\_\_\_\_ percent (\_\_\_\_) of the benches to be placed in area zoned as commercial. No benches may be sited in the Commercial Business District as is, or may hereafter be, defined in the Spokane Municipal Code. The Proposer will submit two (2) typical siting configurations for intersections and adjacent blocks of different street dedication widths and usage. The drawings must contain a minimum 50 feet to one-inch scale (50 scale) representation of the proposed site covering the area from the property line to the street centerline at the intersection and shall be submitted both in hardcopy and in such electronic format as may be required by the City. The strategy should allow for completion of the installation of all bus benches to take no longer than 180 days from the Notice to Proceed date.

#### 4.3.6 Project Schedule

Include a proposed project schedule. Preference will be given to Proposers with an aggressive project schedule.

### 4.4 MANAGEMENT PROPOSAL.

#### 4.4.1 Business Organization

##### 4.4.1.1 Organization Overview

Provide an overview of the entity submitting this RFP including the following information:

- ◆ Date entity was established and location of entity when established.
- ◆ Location of headquarters.
- ◆ Legal status (sole proprietorship, partnership, corporation, etc.).
- ◆ Total number of employees.
- ◆ Total number of employees in the City of Spokane and Eastern Washington.
- ◆ Annual revenues.
- ◆ Brief history and description of entity.

##### 4.4.1.2 Facilities

Provide the location of the facility from which the Franchisee would operate to fulfill its proposed obligations under the franchise.

4.4.1.3 Project Staffing

The Franchisee shall outline the anticipated number of staff to be employed to conduct administration, marking, installation maintenance and operation services identified in the Technical and Management Proposals contained herein. Furthermore, this submission must include a staffing plan for all aspects of the Franchise.

The Franchisee shall also provide an organizational outline or chart identifying the names and titles of project team members, reporting relationships within the team, a resume or summary of qualifications of each team member and what function they will be performing or responsible for within the City of Spokane Franchise.

4.4.1.4 Proposer Background Information.

The Proposer must provide information regarding its relevant experience and knowledge of bus benches and outdoor advertising media. Each proposal must include a narrative setting forth the background, experience, and qualifications of the firm(s), including a list of previous completed work that is similar or related to the requirements of this document.

4.4.1.5 Advertising Policy

The Proposer is required to submit a copy of the firm's "Standard Advertising Policy and Practices" and to submit a list of its major advertising clients.

4.5 REFERENCES

Provide reference information for three (3) business references for whom work has been accomplished and one (1) banking reference. The Proposer grants permission to the City to contact the references. Do not include current City staff as references. The City may evaluate references at the City's discretion.

Include the following for each reference:

CUSTOMER REFERENCES	BANK REFERENCES
Company Name	Company Name
Name of Contact	Name of Contact
Title of Contact	Title of Contact
Telephone Number	Telephone Number
Dates and types of Services Provided	Dates of Banking Services used

The City, at its option, may contact other known proposer's customers for references.

#### 4.6 VERIFICATION OF PRIOR CITY CONTRACTS

The Proposer shall provide a list of all City contracts held within the past 10 years. Performance on past contracts with the City of Spokane will be part of the evaluation criteria. Complete the following information for each contract with the City of Spokane within the last 10 years.

City/Department:
Name of Contact:
Title of Contact:
City OPR Contract Number
Dates and Types of Services Provided

#### 4.7 CONTRACT DEFAULT DISCLOSURE.

4.7.1 State if the Proposer has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (i) not litigated due to inaction on the part of the Proposer, or (ii) litigated and such litigation determined that the Proposer was in default.

4.7.1.1 Submit full details of the terms for each identified default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

#### 4.8 PROPOSER AS PRIME CONTRACTOR.

The Franchisee must be the prime contractor performing the primary functions of the contract for a total of 51% of the Franchise Agreement. If any portion of the Franchise Agreement is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the prime contractor on the awarded contract. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

#### 4.9 COST PROPOSAL

##### 4.9.1 Compensation to the City

The City expects the Franchisee to construct, install, maintain and operate the Bus Bench Program at no cost or expense to the City. In exchange for the exclusive right, the City will permit the Franchisee to display advertising on bus benches where, in the sole discretion of the City, it is appropriate to so permit. The City also expects to be fairly compensated for these exclusive rights.

##### 4.9.2 Offer of Compensation.

The Proposer shall make the City an Offer of Compensation (alternatively referred to as "Franchise Fee") for the rights granted under the Franchise Agreement. This Offer of Compensation must be stated as (i) a fixed guaranteed annual minimum fee and (ii) a percentage of the annual gross revenues, and the City is to receive whichever is greater.

##### 4.9.3 Washington State Sales Tax

Do not include Washington States Sales Tax in prices quoted unless otherwise specifically requested. If specifically requested, sales tax must be identified as being included in the pricing.

##### 4.9.4 Payment Terms/Payment Schedules

###### 4.9.4.1 Guaranteed Annual Minimum Fee

Payment of compensation to the City must be made at the effective date of the Franchise Agreement and annually in advance thereafter.

###### 4.9.4.2 Percentage of Gross Revenues

The Percentage of Gross Revenues due the City shall be calculated on an annual basis. The City shall receive a Minimum Annual Payment of \_\_\_\_\_. If the Franchisee Annual Gross Cash Revenue (AGCR) exceeds \$\_\_\_\_\_ the City shall receive **ten percent (10%)** of the difference between the overage and the \$\_\_\_\_\_. Payment should be accompanied by a detailed report indicating individual locations, advertisers, posting dates and contracted amounts.

#### 4.10 PROPOSAL SECURITY DEPOSIT BOND.

Each proposal submitted to the City must be accompanied by a proposal security bond in the amount of Twenty Five Thousand and No/100 Dollars **\$25,000.00** in the form of bid bond with a surety company qualified to do business in the State of Washington and in a form satisfactory to the City or a certified check payable to the City of Spokane. All proposal deposits, as specified above, shall be returned upon final execution of a Franchise



Agreement by the successful Proposer, or if no such Agreement is executed, at the expiration **180** calendar days set from the submission of the proposals.

#### 4.11 APPENDICES.

This part is to be included at the Proposer's option. It may contain any information the Proposer desires to submit to further clarify the proposal. Cross-reference to appropriate proposal sections.

### 5. GENERAL TERMS AND CONDITIONS.

#### 5.1 PRE-AWARD NEGOTIATIONS.

Prior to award of the Franchise Agreement, the successful Proposer may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate Franchise Agreement requirements, compensation, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc., in order to insure successful administration of the Franchise Agreement.

#### 5.2 EXECUTION OF CONTRACT.

5.2.1 A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted. A Franchise Agreement will be formed when the Mayor or designee signs the Franchise Agreement after the City council awards the Franchise Agreement to the selected Proposer.

5.2.2 Any Franchise Agreement made pursuant to this RFP must be accepted in writing by the Proposer. If for any reason the Proposer should fail to accept the Franchise Agreement in writing, any conduct by the Proposer which recognized the existence of a Franchise Agreement pertaining to the subject matter hereof shall constitute as acceptance by Proposer of the Franchise Agreement and all of its terms and conditions.

#### 5.3 AMENDMENTS / MODIFICATIONS.

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions or resultant Franchise Agreement must be made by a written amendment approved by the Mayor or designee, the Office of the City Attorney and the Franchisee. If the Franchisee performs any modification without a written amendment, the City shall neither pay for nor be obligated to accept the modification.

5.4 CONTRACTOR'S ADDRESS.

The address given in proposal response shall be considered the legal address of the Franchisee and shall be changed only by written notice to the City. The Franchisee shall supply an address to which certified mail can be delivered. The delivery of any communication to the Franchisee personally, or to such address, or the depositing in the United States Mail, certified with postage prepaid, addressed to the Franchisee at such an address, shall constitute a legal service thereof.

5.5 QUANTITY (ESTIMATED QUANTITY/USAGE).

The quantities stated herein are the City's minimum requirements. The Franchisee agrees to furnish more than the minimums in accordance with actual needs as they occur throughout the Franchise Agreement period at the unit price(s) and service levels negotiated by the Contract Administrator.

6. CONTRACT REQUIREMENTS.

6.1 CONTRACT TERM.

The term of the Franchise Agreement shall be for a period of five (5) years from the effective date of the Franchise Agreement and approval by the Mayor's Office, City Council and the authorized Franchisee. The City reserves the right and option to renew the Franchise Agreement for one (1) additional five (5) year period.

6.2 INSURANCE.

During the term of the Franchise Agreement, the Franchisee shall maintain in force at its own expense, each insurance noted below:

- 6.2.1 Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- 6.2.2 General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Franchisee's services to be provided under the Franchise Agreement; and
- 6.2.3 Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Franchisee or its insures) to the City. As evidence of the insurance coverages required by the Franchise Agreement, the Franchisee shall furnish acceptable insurance certificates to the City at the time the Franchisee returns the signed Franchise Agreement. The certificate shall specify all of the parties who are additional insured, and will include applicable policy endorsements, the 30 day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

### 6.3 CITY OF SPOKANE BUSINESS LICENSE.

Persons / firms doing business with the City must have a valid City of Spokane business license if they maintain a permanent location within the City; or maintain a permanent location outside the City having an employee who solicits business from the City. Questions may be directed to the City's taxes and licenses division at (509) 625-6070.

### 6.4 ANTI-KICKBACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Franchise Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

### 6.5 NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Franchise Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

### 6.6 GOVERNING LAW.

All matters relating to the formation, validity, construction, interpretation, performance and enforcement of the RFP and resultant agreement, shall comply with all applicable laws of the United States of America, the State of Washington and the City of Spokane.

### 6.7 LIABILITY.

The Franchisee will be liable for, and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any and all claims of damages to persons or property be reason of the installation, operation or maintenance or the Franchise Bus benches.

The Franchisee waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance (this provision has been specifically negotiated).

#### 6.8 SECURITY FUND.

Prior to the execution of the Franchise Agreement, the Franchisee will be required to deposit with the City the sum of **One Hundred Fifty Thousand and No/ 100 Dollars (\$150,000)** in cash or securities of equal value approved by the **Chief Financial Officer**, as a Security Fund to ensure the faithful performance by the Franchisee of all conditions, provisions, and requirements of the Franchise Agreement, specifically including strict compliance with the installation timeline agreed to in the Franchise Agreement. The City will be authorized to make withdrawals from the Security Fund should the Franchisee fail to pay the required compensation or taxes. The City also will be authorized, in the event the Franchisee fails to cure a breach of the Franchise Agreement after notice from the City, to cause the necessary work to be done and collect the cost thereof from the Security Fund. The City also will be authorized to assess and collect liquidated damages from the Security Fund. A portion of the Security Fund will be reduced or returned to the Franchisee upon successful installation of the Franchise Bus benches, in accordance with a schedule to be determined in the Franchise Agreement.

#### 6.9 LIQUIDATED DAMAGES.

The Franchise Agreement will provide for liquidated damages related to the Franchisee's failure to perform required services to the satisfaction of the City. A schedule of liquidated damages will appear in the Franchise Agreement; liquidated damages will **likely range from \$50 to \$125 per** day per breach, based on the severity of the breach. Repeated failure to correct such breach to the satisfaction of the City may be deemed a default in performance by the Franchisee and grounds for cancellation of the Franchise Agreement. The City will have the right to inspect the franchise bus benches and to order compliance with installation, maintenance, operational, repair or other requirements.