



**City of Kenmore**  
**Request for Proposals (RFP)**  
**ADDENDUM 1 Issued 1/23/24**  
**Changes in RED**

**RFP Number:** 23-C2991

**RFP Title:** Mitigation Monitoring/Reporting & Volunteer Stewardship Services

**Date Issued:** Tuesday, January 16, 2024

**Submittals Due:** **Monday, February 5, 2024 9:00 AM**

Submittals shall be delivered electronically no later than 9:00 AM on Monday, February 5, 2024. Proposals shall be marked and referenced as "RFP #23-C2991 Mitigation Monitoring/Reporting & Volunteer Stewardship Services".

Proposals submitted after the deadline date and time will not be accepted. Only proposals submitted electronically will be accepted. Proposers should request confirmation that the proposal has been received.

**Publication Dates:** Seattle Times, Daily Journal of Commerce  
Tuesday, January 16, 2024  
Monday, January 22, 2024

**Electronic Submittal:** [bids@kenmorewa.gov](mailto:bids@kenmorewa.gov)

## Section 1 – GENERAL INFORMATION

**1.0 NOTICE:** Notice is hereby given that the City of Kenmore, Washington (the City) seeks Proposals in response to this Request for Proposals (RFP) #23-C2991. Proposal submitted in response to this RFP must be filed with the City electronically by 9:00 AM on Monday, February 5, 2024. The City encourages submittals from a team that demonstrates a commitment to equal employment opportunity.

**1.1 PURPOSE:** The City is seeking a proposal from an experienced team who can provide five years of monitoring and reporting for 5.55 acres mitigation and restoration areas associated with two recently completed park waterfront access improvement projects described in Section 1.6. The proposal must also include services to develop a 5-year quarterly volunteer stewardship program including oversight of volunteers involved **in restoration activities to meet monitoring requirements**.

**1.2 BUDGET:** The budget for this RFP is \$250,000 for a 5-year contracting period (2024-2028). \$150,000 is available if contracts are authorized for another 5-year extension through 2033 for a total project budget of \$400,000.

### **1.3 SCHEDULE**

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

Event	Date
RFP Release	January 16, 2024
Deadline to Submit Questions	January 26, 2024 3:00 PM
Submittals Due	February 5, 2024 9:00 AM
Submittal Evaluation Complete	February 12, 2024
Finalist Interviews	February 14-15, 2024
Selection	February 19, 2024
Contract scope development	February 19 through March 1, 2024
City Council authorize contract execution	March 2024
Execute contract	Late March/Early April 2024

**1.4 DURATION OF SERVICES** The initial term of services shall be from the date of contract execution in 2024 through 2028. The Contracts may be extended through 2033 as described further in Section 2.0 Scope of Work/Services & Cost Proposal.

### **1.5 BOILERPLATE CONTRACT TEMPLATE:**

**Attachment C is the City Contract Template that will be used after Selection and the Contract scope and cost proposal is refined and accepted by the City for execution by both parties after Council authorization as described in Section 1.3 Schedule.**

## 1.6 PROJECT DECSCRIPTIONS

Site Location: Log Boom Park, 17415 61<sup>st</sup> Ave NE, Kenmore, WA 98028  
(3.9 Acre Parcel 1126049148)

Park Improvement Project: 1.5-Acre Lake Washington Waterfront Access Project Completed June 2022 For more project details and background history visit: [www.kenmorewa.gov/wwwlb](http://www.kenmorewa.gov/wwwlb). 0.11 acres off-site mitigation was constructed as part of the Łaŕwadis (Tl' awh-ah-dees) Park project.

0.93 Acres Volunteer Stewardship: RFP scope proposal for this project includes four (4) years (2024-2027) volunteer stewardship of 0.93 acres onsite mitigation and restoration areas as described in Figure 1 and depicted in Figure 2. Year 0 and Year 1 maintenance and monitoring is complete. See Attachment B.

1.04 acres Monitoring/Reporting: RFP scope proposal for this project includes four (4) years (2024-2027) monitoring and reporting for 0.93 acres onsite compensatory mitigation and restoration areas and 0.11 acres off-site compensatory mitigation at Łaŕwadis (Tl' awh-ah-dees) Park.

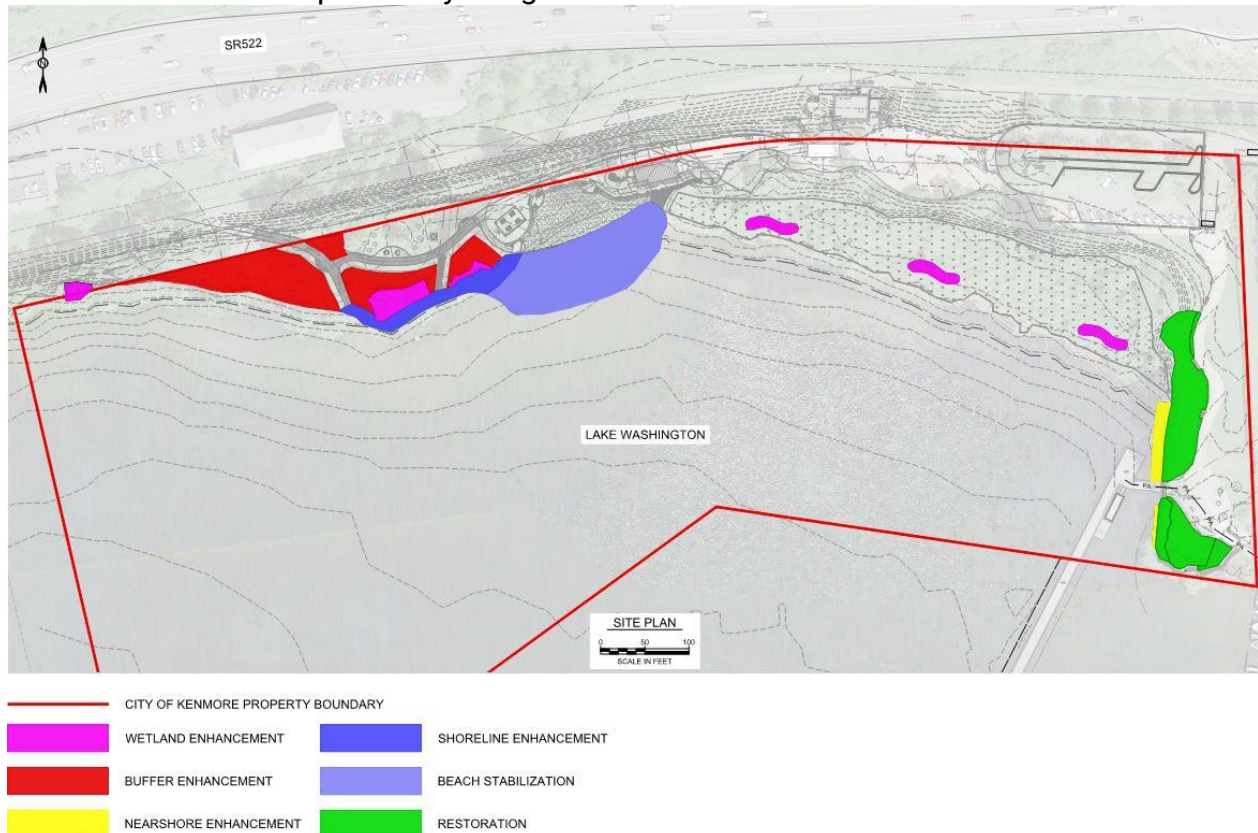
- Figure 1 describes the monitoring/reporting schedule.
- Figure 2 depicts 0.93 acres on-site mitigation.
- Figure 4 depicts Habitat Bench mitigation which includes 0.11 acres of off-site mitigation associated with the Log Boom Park project.
- Attachment C includes Monitoring Performance Standards as part of the approved Habitat Conservation and Stewardship Plan (SCSP).
- Four (4) years of RFP mitigation monitoring/reporting begins in 2024 beginning with Year 2 monitoring through Year 5 monitoring in 2027.
- There is no requirement for a Year 5 wetland delineation/survey exhibit for this project.

Figure 1 Log Boom Park Project  
RFP 4-Year Monitoring/Reporting & Volunteer Stewardship Schedule

Year	Year	Monitoring Period	Reporting	Submit	Stewardship
0	2022	Jul 21-Jun 22	Complete	Approved	Complete
1	2023	Jul 22 -Jun 23	Complete	Approved	Complete
2	2024	Jul 23-Jun 24	Jul-Sep	Due 10/31/24	RFP Apr-Dec
3	2025	Jul 24-Jun 25	Jul-Sept	RFP	RFP
4	2026	Jul 25-Jun 26	Jul-Sept	RFP	RFP
5 *	2027	Jul 26-Jun 27	Jul-Sep	RFP	RFP
	2028	N/A	N/A	N/A	N/A

\*No Wetland Delineation/Survey Required

Figure 2: Log Boom Park Water Access Project  
0.93 Acre Onsite Compensatory Mitigation and Restoration Area\*



\*See Figure 4 Habitat Bench Mitigation for the project's 0.11 Acre Off-Site Mitigation

Site Location: ḷ'ax̌wadis (Tl' awh-ah-dees) Park, 7515 NE 175<sup>th</sup> Street, Kenmore WA 98028 (Parcels 4164100216, 4164100210, 4164100205, 4164100200, 4164100195, 41641001700)

Park Improvement Project: 6.12-acre Water Access project was complete in April 2023 and included the construction of 0.11 acres of off-site mitigation associated with the Log Boom Park project. For more project details and background history visit: [www.kenmorewa.gov/wwtl](http://www.kenmorewa.gov/wwtl).

4.62 Acre Volunteer Stewardship: The RFP scope proposal is for volunteer stewardship to begin May 2024 for five (5) years through the end of 2028 for 4.62 acres which includes on-site mitigation and restoration areas and 0.11 acres off-site mitigation.

- Year 0 maintenance and monitoring is complete.
- Year 1 maintenance is anticipated to be complete at the end of April 2024.
- See Figure 3 for monitoring/reporting and Stewardship schedule.
- See Figure 4 for a depiction of the 4.62-acre **mitigation** areas.

4.51 Acres Monitoring/Reporting: RFP scope proposal for this project includes the first five (5) years (2024-2028) monitoring and reporting of 4.51-acre compensatory mitigation and restoration areas associated with the project's 10-Year monitoring/reporting requirements. Monitoring/Reporting for this project does NOT include 0.11 acres of the site's Habitat Bench mitigation which is associated with the Log Boom Park project.

- Attachment D is the approved Year 0 monitoring report.
- Attachment E includes project monitoring performance standards as part of the approved Habitat Conservation and Stewardship Plan (HCSP) for the project.
- Figure 3 describes the Monitoring/Reporting Schedule.
- Figure 4 depicts 4.51 acres of the project's compensatory mitigation and restoration areas. Depicted Habitat Bench mitigation includes 0.11 acres of off-site mitigation for Log Boom Park project that is not included in the RFP scope proposal for this project.

Figure 3: Łaŋwadis (Tl' awh-ah-dees) Park Project  
RFP 5-Year Monitoring/Reporting & Stewardship Schedule

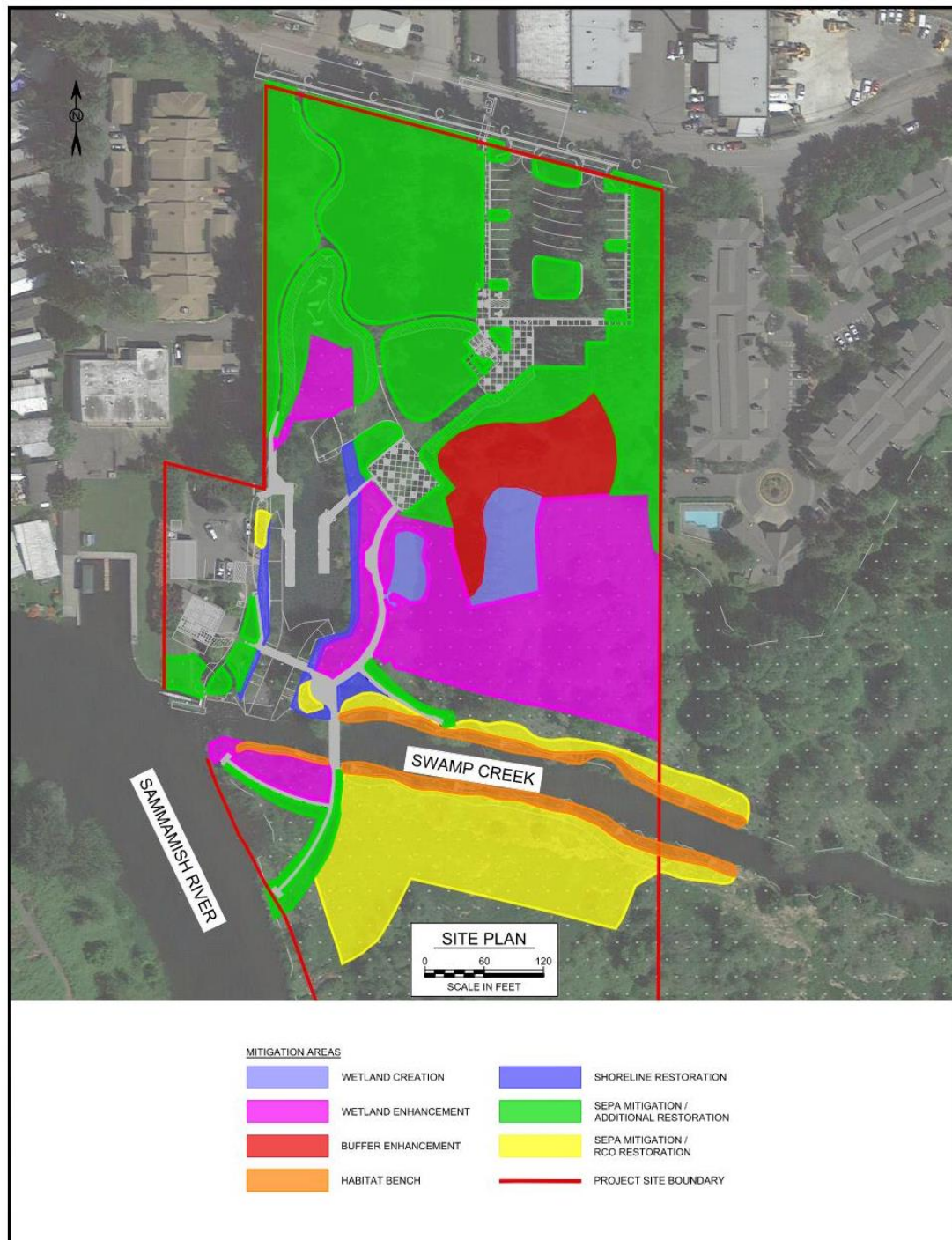
Year	Year	Monitoring Period	Report	Submit	Stewardship
0	2023	Dec 21-Apr 23	Complete	Approved	N/A
1	2024	Apr 23-May 24	July-Aug	Due 8/31/24	RFP May-Dec 2024
2	2025	May-Jun	July-Aug	RFP	RFP
3	2026	May-Jun	July-Aug	RFP	RFP
4	2027	May-Jun	July-Aug	RFP	RFP
5 *	2028	May-Jun	July-Aug	RFP	RFP
6	2029	May-Jun	July-Aug		
7	2030	May-Jun	July-Aug		
8	2031	May-Jun	July-Aug		
9	2032	May-Jun	July-Aug		
10 *	2033	May-Jun	July-Aug		

\*Wetland Delineation/Survey + Survey Exhibit Required Year 5 and Year 10

The City may negotiate to extend contract terms with the RFP awarded team to perform scope of work from 2029 through 2033.



Figure 4: ʔaḥwadis (Tl' awh-ah-dees) Park Water Access Project  
4.62 Acre Compensatory Mitigation and Restoration Areas\*



\*Habitat Bench Mitigation Area includes 0.11 acres Off-Site Mitigation (Log Boom Park Project)

### 1.7 Qualifications:

The City is seeking a team for a team with expertise in wetland biology, land survey and volunteer stewardship services. The team will be selected based on its qualifications, experience, and ability to efficiently (in terms of cost, time, and resources) and effectively perform the services requested as detailed below. The preference is that one team will provide services for all contract work for RFP# 23-2991. The RFP contract(s) will be based on a time and materials basis with a not to exceed budget.

Monitoring and reporting scope must include a qualified Wetland Biologist(s) with expertise to complete wetland delineations, compensatory mitigation monitoring and reporting to comply with required permit conditions from multiple agencies, approved mitigation plans and the Habitat, Conservation and Stewardship Plans (HCSP) for both park sites. The HCSP's include methods, performance measures and documentation requirements needed to address permit conditions from the various regulatory agencies related to compensatory mitigation and restoration. The team must be experienced in adaptive environmental assessment and management techniques to review project sites' mitigation and restoration areas and develop scope of work for quarterly volunteer work party events to ensure annual reporting performance measures are achieved. **The scope must include wetland delineation expertise to complete a Year 5 wetland survey and survey exhibit using GPS and GIS tools with submeter accuracy to capture the wetland delineation for reporting and recording of created wetlands at Łaŋwadis (Tl' awh-ah-dees) Park. The Log Boom Park Project does not require a wetland delineation or survey exhibit.**

Volunteer Stewardship scope must include team members with experience and expertise in developing and implementing a 5-year volunteer stewardship plan including management of volunteers related to quarterly work party events from 2024 through 2028\*

\*The City may negotiate to extend contract terms with the RFP awarded team to perform monitoring/reporting, volunteer stewardship for years 2029 through 2033 and land surveying to complete a final 10 Year wetland survey and survey exhibit for Łaŋwadis (Tl' awh-ah-dees) Park project.

## **Section 2 – SCOPE OF WORK/SERVICES & COST PROPOSAL**

Proposals shall be formatted with the hierarchy shown in Figure 5.5 Approach and Budget Response Format in Section 3 Submittal Requirements for scope of work and cost proposals for a period of five years from 2024 through 2028. The City may negotiate to extend contract terms with the RFP awarded team to perform scope of work through 2033.

### **2.0 Mitigation Monitoring, Reporting & Volunteer Stewardship** **Contract 21-C2991(Consultant Professional Services)**

Task 2.1 Project Management: This task includes but is not limited to:

- Time for monthly communication with the City. Assume a minimum of two virtual meetings per month.
- Regulatory agency coordination including addressing agency comments.
- Work authorization set-up and monitoring.
- Preparing progress reports and invoices.
- Managing budget and schedule.
- Quality control and assurance.

Task 2.2 Year 1 Monitoring/Reporting:

This task includes 2024 Year for Łaŋwadis (Tl' awh-ah-dees) Park only.

**Monitoring:** The team will conduct annual monitoring after Year 1 maintenance (April 15, 2023 -April 15, 2024) and prepare a report. Prior to quarterly (four times per year) maintenance and volunteer work party events, the team will review project sites and provide scope of work.

Annual monitoring site work will include, but is not limited to:

- The site monitoring can be completed by two field staff in two days.
- Conduct a complete stem count and determine survivability for installed shrubs and trees.
- Document invasive species percent cover.
- Qualitatively assess the site for general health and condition of installed and volunteer plants and approximate location and percent cover of weedy plants such as Himalayan blackberry, reed canary grass, or knotweed, and the presence of trash and debris.
- Note wildlife use.
- Photograph the mitigation sites from established ground and aerial points of view to document plant growth during the remainder of the monitoring period. Aerial images with the use of a drone is desirable for report documentation.



Following field work, the team will produce a report that documents the findings of the mitigation monitoring conducted in Year 1. The reports will discuss results of a stem count, invasive species presence, detailed mitigation site conditions, and compare the results to the performance standards specified in the Mitigation Plan. Recommendations for maintenance or adaptive management needs will be made if appropriate. Photographs taken of vegetation development will be included in the report.

Annual monitoring methods and findings will be summarized and will include, but are not limited to:

- Provide tables with tree and shrub survival or cover, as appropriate, by species.
- Compare monitoring results with the as-built report.
- Document invasive species and weed and percent cover.
- Provide a general plant health assessment.
- Discuss any wildlife use of the area, specifically herbivore and avian species.
- List recommendations for vegetation maintenance and/or invasive plant removal.
- Present photo documentation of the mitigation site.

Deliverables:

- Draft report (pdf and Word) for internal City review.
- Final report (pdf and Word).

Assumptions:

- Consultant will use the HCSP's final "as-built plan" and/or Year 0 report for mitigation boundaries, photo points, and other project features.
- The City will provide right-of-access.
- The site monitoring shall be completed by qualified field staff.
- Year 1 monitoring includes a complete stem count to determine mortality of installed plants.
- The team will assist City in addressing comments from regulatory agencies.

Task 2.3 Year 2 Monitoring: This task includes Year 2024 for Log Boom Park and Year 2025 for Łaŋwadis (Tl' awh-ah-dees) Park.

The team will conduct annual monitoring (once a year) and prepare a report. Prior to quarterly (four times per year) maintenance and volunteer work party events, the team will review project sites and provide scope of work.

Annual monitoring will include a stem count in Year 2. Use of transects to collect vegetative cover data after Year 1 is proposed because locating individual plants may

become too difficult. The number of transects and location will provide a representative assessment of the planting area. Annual monitoring in Year 2 is expected to begin in the spring/summer (i.e., May through July) with a report completed within two months of the field visit. Annual monitoring reports shall be submitted to the regulatory agencies for review by October 31st of each year.

Deliverables:

- Draft report (pdf and Word) for internal City review.
- Final report (pdf copy)

Assumptions:

- The site monitoring can be completed by two field staff in two days.
- The team will use the HCSP's final "as-built plan" and/or Year 0 report for mitigation boundaries, photo points, and other project features.
- The City will provide right-of-access.
- The site monitoring shall be completed by qualified field staff.
- Year 1 monitoring includes a complete stem count to determine mortality of installed plants.
- City will submit the Final report to the regulatory agencies by the required reporting deadlines.
- The team will assist City in addressing comments from regulatory agencies.

Task 2.4: Year 3, 4 and 5 Monitoring: This task includes Year 2025-2027 for Log Boom Park and Year 2026-2028 for Łaǎwadis (Tl' awh-ah-dees) Park

The team will conduct annual monitoring data comparable to Year 2 monitoring described above during Year 3, 4 and 5. Data collection efforts will entail monitoring transects to determine the percentage of vegetative cover of installed or volunteer native plant species. Annual monitoring is expected to begin in the spring/summer (i.e., May through July) with a report completed within two months of the field visit. Year 5 monitoring will include a site visit with regulators to confirm successful establishment of mitigation sites and wetland delineation and survey records. Annual monitoring reports must be submitted to the regulatory agencies by October 31<sup>st</sup> each year.

Deliverables:

- Draft report (pdf and Word) for internal City review.
- Final report (pdf copy) addressing the City's comments to be delivered electronically to the City Project Manager for the project site.
- Draft Wetland Delineation Survey (pdf) for internal City review.
- Final Survey (pdf and GIS Vector Shapefile) for each project site.

Assumptions:

- The City will provide right-of-access.

- The site monitoring can be completed by two field staff in two days.
- Scope to include coordination with the maintenance team contracted for Contract 23-C2992 Mitigation Planting Maintenance Task Needs regarding invasive species removal and adaptive management.
- On behalf of the City, the Team will submit the Year 5 monitoring report and wetland delineation survey (as required) to the regulatory agencies.
- The city will coordinate and schedule with regulators for the Year 5 site visits (and if applicable Year 10) site visits.
- The Year 5 (and if applicable Year 10) regulator site visit will require 2 hours of prep time and will last one-half day.

Task 2.5 Volunteer Stewardship Program Leadership: Provide a scope and cost proposal for developing a Volunteer Stewardship Program to manage and lead quarterly (4/year) 3-hour work party events for a duration of five (5) Years (2024-2028) at ʔaʔwʔadis (Tl' awh-ah-dees) Park and four (4) years (2024-2027) at Log Boom Park from 2024-2027.

. Proposal to including but not limited to:

- Develop a Volunteer Stewardship Plan for each project site.
- Lead community outreach and volunteer recruitment.
- Developing scope of work for volunteer involvement.
- Leading and managing volunteer quarterly work parties.

Deliverables:

- Draft Stewardship Outreach Plan (pdf and Word) for internal City Review.
- Final Plan (pdf and Word copy).
- Conduct community outreach and procurement of volunteers.
- Lead and manage work parties.

Assumptions:

- The team will use the HCSP and Monitoring Reports for developing volunteer work party scope of work.
- The city will provide right-of-access.
- Team to coordinate work party dates/duration with City.
- The City will publicize work parties.
- The work parties shall be led by qualified field staff.
- The City will purchase plants and other materials (topsoil, mulch, seed).

The Volunteer Lead and team may be responsible for any number of tasks related to the volunteer program including but not limited to:

- Promoting the Volunteer Program
- Recruiting Volunteers
- Vetting, Organizing, and Segmenting Volunteers

- Onboarding Volunteers
- Volunteer Training
- Activating and Scheduling Volunteers
- Onsite Volunteer Management
- Volunteer Hours Tracking
- Volunteer Program Data Management
- Regular Volunteer Communication and Outreach
- Community Outreach & Partner Relationship Engagement

## Section 3 – SUBMITTAL REQUIREMENTS

### 3.0 SUBMITTAL REQUIREMENTS:

One electronic copy of no more than 30 pages total (pdf). All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions. The Washington State Public Records Act (Chap. 42.56 RCW) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the act or are otherwise privileged. Qualifications submitted under the RFP process shall be considered public records and with limited exceptions will be subject to disclosure under state law.

Responses to this RFP must include the following in all responses:

3.1 Demonstrate experience in working with public organizations, federally monitored projects, other permitting agencies.

3.2 A statement describing demonstrable experience and expertise in providing the services described above.

3.3 Identification of the individual(s) in charge of the team designated to perform the services described above. Identify the individual who will administratively manage the contract.

3.4 Resumes for the individual(s) to be assigned to the team designated to provide the services described above.

3.5 Recent Project Examples: Submit a representative of prior project examples in Washington State within the last five years with examples of work performed. For each of the projects, include the name, title, and phone number of a responsible, local reference associated or familiar with the project:

- No more than five (5) completed projects providing Monitoring and Reporting services.
- On more than five (5) completed projects providing Volunteer Stewardship services.

3.6. Use Figure 5 Approach and Budget Response Format to provide proposed approach, schedule, and cost proposal for providing the services described In Section 2.0 above. Cost proposal should include: (1) a breakdown of total cost per task; (2) the team member(s) and/or position(s) needed, number of hours, and hourly rate for each task; (3) other costs needed to support the project.

Figure 5. Approach and Budget Response Format



2.0 Monitoring, Reporting & Community Stewardship  
Contract 21-C2991 (Consultant Professional Services)

Task 2.1 Project Management

Task 2.2 Year 1 Monitoring

Task 2.3 Year 2 Monitoring

Task 2.4 Year 3, 4 and 5 Monitoring

Task 2.5 Volunteer Stewardship Program Leadership

## REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Proposal **and Addenda**, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of Kenmore, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of Kenmore.

Signature \_\_\_\_\_

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

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

UBI No: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL**

## SECTION 4 -EVALUATION

### 4.0 EVALUATION PROCEDURES

Submittals will be evaluated by a Selection Committee. The Selection Committee will consider the completeness of a Team's submittal and how well the qualifications of the team meet the needs of the City as outlined in this RFP.

4.1 EVALUATION CRITERIA: Submittals will be evaluated based upon the responsiveness of the proposal to this RFP. Evaluations will be based on criteria outlined herein, which may be weighted by the City in any manner it deems appropriate. Interviews through the online TEAMS platform will be held with selected Teams based on an evaluation of the submitted proposal. All submittals will be evaluated using the same criteria and weighting.

Evaluations of the proposal will be based on the criteria listed below:

- Team's approach to Kenmore Mitigation, Monitoring/Reporting and Volunteer Stewardship
- Team's past experience performing similar work.
- Cost proposal
- Evidence of past performance and references

### 4.2 QUESTIONS

Questions regarding this RFP project may be directed to the Kenmore City Clerk via e-mail at [bids@kenmorewa.gov](mailto:bids@kenmorewa.gov). Please place "RFP 23-C2991 Kenmore Mitigation Maintenance, Monitoring/Reporting and Volunteer Stewardship" in the subject line. The deadline for questions is January 26, 2024 3:00 PM. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

All questions and answers will be posted on the City's website at <https://www.kenmorewa.gov/government/departments/finance-administration/working-with-the-city/requests-for-proposals>.

It is the responsibility of individual agencies to check the website for any amendments or Q&A's related to this RFP.

## **SECTION 5 - CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS**

### **5.0 DEFINITIONS**

Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications, Request for Information, or any other method of obtaining competitive offers.

Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.

Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking, or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

### **5.1 CONDUCT OF PARTICIPANTS**

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

### **5.2 SANCTIONS**

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

### **5.3 REJECTION OF SUBMITTALS**

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

### **5.4 RFP ADDENDUMS**

The City reserves the right to change the RFP schedule or issue addendums to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website (<https://www.kenmorewa.gov/government/departments/finance-administration/working-with-the-city/requests-for-proposals>).

It is the agencies' responsibility to confirm whether any addenda have been issued.

### 5.5 QUALIFICATION MODIFICATION & CLARIFICATIONS

The City reserves the right to request that any team clarify its submittal or to supply any additional material deemed necessary to assist in the evaluation of the submittal.

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

### 5.6 EXCEPTIONS

If a team takes exception to any term or condition set forth in this RFP and/or any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying team's proposal and identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

### 5.7 QUALIFICATION SIGNATURES

An authorized representative must sign submittals, with the team's address, telephone, and email information provided. Unsigned submittals may not be considered.

### 5.8 CONTRACT AWARD

The City reserves the right to make an award without further discussion of the submittals. The team selected as the apparently successful team will be expected to enter into a contract with the City. The City shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The City reserves the right to award multiple contracts to multiple agencies for this scope of service if it is in the best interest of the City or use a contract different from the sample City contract.



## **SECTION 6 - TERMS & CONDITIONS**

### **6.0 EQUAL OPPORTUNITY EMPLOYMENT**

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

### **6.1 TITLE VI**

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

### **6.2 INSURANCE REQUIREMENTS**

The selected team(s) shall maintain insurance that is sufficient to protect the team's business against all applicable risks, as set forth in the City's Standard contract (available upon request).

### **6.3 INDEMNIFICATION**

The selected team will be required to indemnify the City in the manner identified in the City's Standard contract (available upon request).

### **6.4 BUSINESS REGISTRATION AND TAXATION**

If applicable, the team(s) awarded the contract will be subject to City of Kenmore Business Registration and Business Taxation as presented in the Kenmore City Code.

### **6.5 NON-ENDORSEMENT**

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

### **6.6 NON-COLLUSION**

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

#### 6.7 COMPLIANCE WITH LAWS AND REGULATIONS

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

#### 6.8 OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the team and submitted to the City shall become the property of the City.

#### 6.9 CONFIDENTIALITY OF INFORMATION

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

#### 6.10 FEDERAL DEBARMENT

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)). Any team currently debarred or suspended by the Federal government or having an "active exclusion" will be automatically disqualified.