



City of Battle Ground Request for Proposal

Utility Bills Printing, Insertion and Mailing

Issue Date: July 30, 2010

Due Date: 4 p.m. (Pacific Standard Time), September 3, 2010
Postmarks will not be accepted.

REQUEST FOR PROPOSALS

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

Utility Bills Printing, Insertion and Mailing

File with Finance and Information Services Department, 109 SW 1st St., Suite 217 Battle Ground WA, 98604 as follows:

Proposals received later than 4 P.M., Friday September 3, 2010 will not be considered. Postmarks will not be considered as well.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at www.cityofbg.org or by contacting this RFP Coordinator: Cathy Huber Nickerson, at catherine.huber@ci.battle-ground.wa.us.

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

The successful vendor must comply with the City of Battle Ground's equal opportunity requirements. The City of Battle Ground is committed to a program of equal employment opportunity regardless of race, color, creed, sex, sexual preference, age, nationality or disability.

Dated this 30th day of July, 2010

Cathy Huber Nickerson MPA, CGFM
Finance and Information Services Department
City of Battle Ground

Published: July 30, 2010

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Part I: General RFP Information

OBJECTIVE OF THIS RFP

The purpose of this RFP is to solicit proposals from vendors qualified to provide printing, inserting and mailing of utility bills. We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will provide current service requirements as well as assist the City of Battle Ground in finding ways to save the City money. The vendor will have some experience in the public sector, and have worked with local governments that are both larger and smaller than City of Battle Ground.

BACKGROUND

The City of Battle Ground is a growing city, recently becoming the second largest city in Clark County. The City is looking at methods of working more efficiently in managing the billing for the City's utilities.

The City of Battle Ground's Finance Department is responsible for banking services, accounts payable, accounts receivable, debt service, cash and investments, budget, and financial reporting. The City currently has 85 full time employees in four different locations. The City collects utility bills for water, sewer and storm drainage. The current 2009/2010 biennial budget is \$ 52,772,112.

THE CITY OF BATTLE GROUND

The City of Battle Ground is located just west of the Cascade Mountains in the center of Clark County, Washington. Battle Ground is a full service city, providing for:

- Public safety functions of police and contracted services for fire protection.
- Law and justice function of municipal court.
- Community development functions of planning and code.
- Public infrastructure such as streets, parks and utilities.

Our population is 17,400. A full community profile can be found on our website.

REQUESTED SERVICES

The City of Battle Ground is soliciting proposals for printing, inserting and mailing utility bills, and late notices to all residential and commercial customers. The services requested need to include the generation of statement forms, printing of all envelopes and providing a PDF file allowing for statement images. Further services are contained within this document.

Mandatory Qualifications:

Proposers must comply with all applicable rules and regulations in the Revised Code of the State of Washington. The City intends to contract in October, 2010 with the company whose proposal is deemed most advantageous to the City and begin receiving services as soon as practical. The contract is for a period of two years with the right to negotiate to extend for two additional two year terms. The service required and the estimated service volumes are identified in pre-formatted proposal forms provided on the City's web site: www.cityofbg.org.

Proposers must meet the qualifications described in this section.

1. Vendors must fill in all information asked for in the blanks provided under each section of Chapter II. Failure to comply may result in rejection of the proposal at the City's option.
2. The total for each proposal submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each proposal. The City cannot determine for the vendor whether or not the proposal is taxable to the City. Such determination must be made by the vendor through the vendor's attorney or tax consultant. Bills submitted for taxes not included in your proposal will not be honored under this contract.
3. Copies of sample bills should be attached to the completed Chapter II.

Services Required:

The City of Battle Ground seeks a vendor to print utility bills, shut off notices and bill inserts as well as to mail these bills and notices to the City's various utility customers both residential and commercial.

Estimated monthly quantities are given for each type of statement:

- 5,400 cycle billing on the last day of the month
- 1,200 shut-off notices on the 25th of the month or 4 business days after due date
- 50 off cycle billings on 1-st through the 5th of the month
- 100 final bills throughout the month

In addition, custom orders should be anticipated on an as needed basis. The specifications for these billings and notices are Form 7 as minimum requirements and are intended to govern, in general, the size and type of utility bills, envelopes and bill inserts printed and mailed. The proposal should address any additional information deemed necessary to demonstrate your company's ability to perform the required effort. Place an "X" in the column to the right of the specification if your company can meet or exceed the specification.

The City at this time will not require an OCR line but anticipate moving toward formatting the utility bills for a lockbox operation in the next two years. Bids will be evaluated as to flexibility in reformatting the bill at a low cost.

The City intends to enter into a two year contract with option of two additional two year periods provided both parties are in agreement.

The City expects to be able to pay postage to the selected vendor and to receive timely and appropriate accounting for the actual postage expense. The City expects that the best available postage rate can be applied and that any postage savings realized by the vendor are to be passed on to the City.

The City staff may visit and observe the printing, bursting, inserting, sorting and mailing facilities of the chosen vendor. Vendor shall accommodate such visitation. All costs associated with such visitation shall be borne by the City.

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator listed below. 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. Proposers should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator
Cathy Huber Nickerson, Finance and Information Services Director

Address: City of Battle Ground
Finance and Information Services
109 SW 1st Street
Suite 217
Battle Ground, Washington 98604

Telephone: 360 342-5025

E-mail: catherine.huber@ci.battle-ground.wa.us

All questions related to errors, conflicts or inadequate information in the RFP must be submitted in writing to the RFP Coordinator named above. Questions of this nature must be received a minimum of one week in advance of the scheduled deadline for receipt of proposals. A list of questions and answers will be provided only by request. Requests may be made to the RFP Coordinator.

The responsibility for determining and obtaining the full extent of all information needed to respond to the Request for Proposals (RFP) rests with the proposer. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this RFP. Proposers are responsible for checking the City of Battle Ground website for the issuance of any addenda prior to submitting a proposal. The website address is: www.cityofbg.org.

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	July 30, 2010
Vendor Questions (if any) Due	4:00 pm August 13, 2010
Answers to RFP Questions Released	August 20, 2009
Proposal Responses Due	4:00 pm September 3, 2010
Proposal Evaluations Completed	September 10, 2010
Review by City Management Team	September 14, 2010
Recommendation of Award by City Council	September 20, 2010
Contract Negotiations Complete and Contract Signed	On or before October 29, 2010

City reserves the right to change any or all the dates above.

LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by August 6, 2010. An email attachment sent to catherine.huber@ci.battle-ground.wa.us is fine. The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions.

A list of all vendors submitting a letter of intent will be available upon request.

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements may submit written questions to the RFP Coordinator by 4 p.m. (PST) on August 13, 2010. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to catherine.huber@ci.battle-ground.wa.us is fine.

PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Battle Ground is using a “forms-based” approach to this procurement. This will allow all the bids received to be compared in a meaningful way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date: Sealed Proposals must be received by the City Clerk no later than September 3, 2010, at 4 p.m. (Pacific Standard Time). Late proposals will not be accepted nor will additional time be granted to any vendor. All proposals and accompanying documentation will become the property of the City and will not be returned.

Firms submitting proposals assume all risk related to the method of delivery chosen. The City of Battle Ground assumes no responsibility for delays caused by any delivery service. Postmarking by the due day will not substitute for actual proposal receipt. Late proposals will not be accepted, nor will additional time be granted to any firm wishing to submit a proposal. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

Number of Copies: A total of 4 paper copies (3 bound and 1 unbound) and an electronic copy of the vendor’s proposal, in its entirety, must be received as specified above.

Address for Submission: City of Battle Ground
Attention: Claire Lider
Utility Bill Printing, Insertion and Mailing RFP
109 SW 1st Street
Suite 220
Battle Ground, WA 98604

EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist vendors make a presentation to a selection team.

Selection criteria

Factor	Weight Given
Ability to meet proposal requirements and adhere to proposed timelines	25%
Experience/work history/references	15%
Evaluation and review of sample documents	40%
Price	20%
Total Criteria Weight	100%

Each proposal will be independently evaluated all factors above.

APPEALS

Vendors who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the Clerk's Office within SEVEN (7) calendar days of the postmark on the Notice of Award or disqualification.

Appeals should be sent to the following address:

**Claire Lider
City Clerk
City of Battle Ground
109 SW 1st Street, Suite 220
Battle Ground, WA 98604**

The appeal must describe the RFP and specific citation of law, rule, regulation, or common business practice upon which the protest is based. Include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor

disagreement with the procurement process shall constitute grounds for appeal. The City will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing a contract with any other vendor.

Part II: Required Proposal Response Forms

The proposal must provide a summary of the proposer's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included and must be organized in order:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Proposed Services Staff Background Information
- 6) Customer Reference
- 7) Specifications
- 8) Proposed Fee Structure

PROPOSAL PREPARATION INSTRUCTIONS

Proposals are to be prepared on standard letter-size paper, printed not smaller than 11 point. Proposals should be prepared simply and economically, providing a clear, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Special bindings, colored displays, promotional materials are not desired.

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 97 or later is highly recommended).
2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
4. When your proposal is finished, refer to the proposal submission instructions in this document.

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. “Proposal may be released in total as public information in accordance with the requirements of the laws covering same.” (Any proprietary information must be clearly marked.)
2. “Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City.”
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer’s federal and state taxpayer identification numbers.

TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[An overview of your proposal and summary statements associated with the key elements of the RFP. The purpose of the Proposal Summary is to help the evaluation committee determine the proposal's distinguishing characteristics compared to other proposals. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

[Use this space as needed for page 2 of your proposal summary.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

Proposers must return the following certification with their proposals.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 45 days from this date.
2. That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City’s request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand any material omission of required forms or information may result in rejection of this proposal as non-responsive.
5. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this proposal, and is in all respects fair and without collusion or fraud.

Proposer Signature _____ Date _____

Name (printed) _____ Title _____

Company _____

Address _____

Phone _____

Email Address _____

FORM 4: GENERAL VENDOR INFORMATION

1. Provide the location of where the work will be performed and location of the head office.

2. Describe your company – sole proprietorship, partnership, corporation, etc.

3. What is your maximum daily production capacity and how would the City's volume impact your production?

4. Is the vendor's primary business function laser imaging and complete mailing services?

5. Describe your implementation process and plan.

6. Specify what would be a standard set up time for implementation.

7. If a data file is provided by 12:00 AM, provide a time when the complete project would be delivered to the designated post-office for processing?

8. Detail the lead-time and other requirements for special inserts or selective insertions to the statements.

9. Will the vendor provide a dedicated staff member to Battle Ground's account?

10. Is there an additional charge for pickup/or receipt of printed stuffers?

11. Describe the vendor's ability to minimize the environmental impact of completing this project including in uses of recycled products.

12. The vendor will need to include a detailed description of the vendor's disaster recovery plan.

FORM 5: KEY PROPOSED SERVICES STAFF BACKGROUND INFORMATION

[Complete the following table for each of the individuals who will be working on the proposed services and their areas of responsibility including specific experience relative to the request for proposal. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. At a minimum, key staff must include your proposed project manager and key contributors to this project. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time at company	
Proposal responsibilities	

FORM 6: CUSTOMER REFERENCE FORM

[Using the tables below, please provide a listing of at least five (5) current public sector clients similar in size and need to the City of Battle Ground’s size and banking needs. Use your word processor’s copy and paste functions to create additional tables as needed.]

Customer/Client Name			
Reference Name			
Title			
Phone Number			
Mailing Address			
Email Address			
Population	Start Date	End Date	Service Description

FORM 7: SPECIFICATIONS

Please place an "X" in the column to the right of the specification if your company can meet or exceed the specification

Category	Item #	Description	X
Gen. Company Info.	1	Vendor will be responsible for climate-controlled storage and warehousing of forms and envelopes until needed or used. Any costs or fees must be clearly stated in the vendor's response.	
Gen. Company Info.	2	Vendor must be a "full service" vendor capable of providing all services requested without subcontracting any portion of our project, including presorting artwork and programming.	
Gen. Company Info	3	Vendor must be a qualified Manifest Mailer by the USPS	
Billing Details	4	Services are shown separately – not all customers receive all utility services.	
Billing Details	5	There should be room for some narrative regarding each service.	
Billing Details	6	Previous read and current read	
Billing Details	7	Multi metered accounts need to show all meters and what type they are	
Billing Details	8	12 months usage graph	
Billing Details	9	Previous Balance	
Billing Details	10	Payments	
Billing Details	11	Adjustments shown separately	
Billing Details	12	Bill Date	
Billing Details	13	Due Date	
Billing Details	14	Billing Period	
Billing Details	15	Account Number	
Billing Details	16	Service Address	
Billing Details	17	Amount Due	
Billing Details	18	Box for Total Paid	
Billing Details	19	Ability to print bills in at least 3-colors	
Billing Details	20	Message box that can be changed each month	
Billing Details	21	Payment stub will indicate if the customer has a credit	
Billing Details	22	Perforated at the bottom for easy tear off	
Billing Details	23	Payment stub will be at the bottom of the page for ease in automatic processing.	
Billing Details	24	Text Box to print 1 st , 2 nd or 3 rd Notice	
Billing Details	25	Text Box to print duplicate bill for Owner	
Shut-off Notice Details	26	Date of Notice	
Shut-off Notice Details	27	Account Number	
Shut-off Notice Details	28	Service Address	
Shut-off Notice Details	29	Bill Date	
Shut-off Notice Details	30	Amount Past Due	

Category	Item #	Description	X
Shut-Off Notice Details	31	Delinquent charges due date	
Shut-off Notice Details	32	Customer Name	
Shut-off Notice Details	33	Late Fee	
Shut-off Notice Details	34	Total Due	
Shut-off Notice Details	35	Different Color Paper	
Shut-off Notice Details	36	Box indicating Shut-Off Date	
Shut-off Notice Details	37	Perforated at bottom for easy tear off	
Shut-off Notice Details	38	Payment stub at the bottom of the page for ease in automatic processing.	
Shut-off Notice Details	39	Language regarding delinquency fee	
Shut-Off Notice Details	40	Text Box to print duplicate bill for Owner	
Shut-off Notice Details	41	Text Box for varied information	
Performance	42	Ability to fit a #10 white window envelope with mailing address clearly showing. For a shut-off notice the #10 envelope must have yellow flood coat printed on the front.	
Performance	43	Must include a blue #9 window return envelope for mailing a regular payment. A yellow A#9 window envelope must be included for mailing payments of a shut off nature.	
Performance	44	Insertion and folding of statements and return envelopes to be included in pricing.	
Performance	45	Special inserts may be required and selective insertions should be an option.	
Performance	46	Standard statement will be printed on pre-printed, pre-perforated forms.	
Performance	47	Residential statements will contain a bar graph showing comparative usage for a running 12 month period.	
Performance	48	Statements will be easily read and shall be limited to one-page front and back to ensure favorable postage rates.	
Performance	49	Statements should be easily reproduced by vender singly-upon request.	
Performance	50	Statements should be easily reproduced by print, fax, or email by the City personnel in house.	
Performance	51	The City will customize a file to meet vendor's requirements. Vendor can supply the file format within a week of accepting the bid award.	
Performance	52	Un-deliverable statements will be returned to the City weekly.	
Performance	53	The City will have the ability to have a statement or a group of statements "pulled" from the run if necessary, or inserts only put in part of the full run.	
Performance	54	The City's mailing addresses require a "zip plus 4" CASS certification for the best rate on postage. Additionally, postal bar coding that is visible through the envelope window will be the responsibility of the selected vendor.	
Performance	55	Form creation, printing detail and placement of print is extremely important. Format for each statement must have the City of Battle Ground's final	

Category	Item #	Description	X
		approval.	
Performance	56	Vendor can provide sample bills each cycle and confirmation of received data prior to job being run, including the total record count processed , the total dollar amount due to the City (what was billed to customers and is due to the City)	
Performance	57	Vendor will be able to provide and have a working tested module of print view, Electronic Bill Presentment, and Bill Pay Program to be used on the internet.	
Performance	58	Vendor will be able to household merge/purge multiple statements into the same envelope.	
Performance	59	Multiple statements to the same owner and mailing address shall be matched and had inserted in one appropriate envelope metered first class separately and delivered to the USPS at the same time all other bills are delivered.	
Performance	60	The Vendor will seal, bundle, meter and place utility bills in mailing trays that are in presort order, enabling us to get the lowest qualifying first class postal discount rates possible.	
Performance	61	The Vendor will provide programming for initial set up of each routine and custom form creation and subsequent modifications.	
Performance	62	The City of Battle Ground must be able to communicate directly with vendor's programmer when ever needed.	
Performance	63	Vendor will have the capability to allow City to view pdfs in a searchable file that is secured with passwords and kept on another site other than the City's. The City should be able to search for an individual statement a number of ways, by Customer Name, Service Address, Account Number, or Any Part of a Name. This includes a minimum of 3 months of customer history.	
Performance	64	Have the ability to courier items, do special services, and pick up/deliver as needed on a tight time frame.	
Performance	65	Statements can be laser printed with color options to highlight key data as specified.	
Performance	66	Invoices provide detail as to postage usage for each level of postage usage.	
Performance	67	Invoices provide detail of all types of bills generated by the vendor on behalf of the City.	
Performance	68	Management reports are available to the City that summarize services provided, dates, costs incurred, etc.	
Technology Specs	69	Ability to accept upgrades to current customer billing system.	
Technology Specs	70	Ability to accept data transmission anytime.	

FORM 8: PROPOSED FEE STRUCTURE

The items listed are current ongoing services and reflect the current service provider’s terminology. Also included is transition/setup costs. Estimated volume is intended to serve as a guide only and not a guarantee of minimum or maximum activity. Please provide proposed fee structure for the services identified in this attachment and any other services and/or fees proposed. Provide more detail cost data under each description if needed.

Utility Billing Pricing

Service	Volume Total	Unit Cost	Annual Costs	Explanation
Utility Billing and Shut Off Notices				
Utility Billing	64,800			
Utility Billing Postage	64,800			
Shut-Off Notices	14,400			
Shut-Off Notices Postage	14,400			
Custom Bill Inserts	custom			
Other Services				
Off-cycle billing	600			
Final bills	1,200			

Appendices

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Battle Ground, this RFP may be terminated and re-advertised.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Battle Ground Business License.

PUBLIC RECORDS

"Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address

given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The City reserves the right to request clarification of information submitted and to request additional information from any proposer.
- Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety days (90) days to sell the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney.
- If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Proposer shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer 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.

OWNERSHIP OF DOCUMENTS

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

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer'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.