



PROCUREMENT

Request for Proposal #2022-033

Procurement Professional Point of Contact:
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Water Conservation Products

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	September 20, 2022
Deadline for Final Questions.....	October 10, 2022
Proposal Due Date	October 20, 2022 at 11:59 p.m. Pacific Time
Anticipated Award	November 2022
Anticipated Contract Start Date	November 2022
Anticipated Contract Term	1 year with two (2) one-year extension options at the sole discretion of the City of Everett
E-mailed or delivered Proposals are acceptable. Submit Proposals to: E-mail: bids@everettwa.gov OR Delivery: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201 Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m. excluding city observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus five (5) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.	
Information & Addenda: All Information including Addenda regarding this solicitation can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.	
Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above. Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.	

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.

1.2 OFFER PERIOD

All Proposals submitted must remain open for ninety (90) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide products or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection

and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy

and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.18 COOPERATIVE PURCHASING (NOT USED)

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 – SCOPE OF WORK

2.1 BACKGROUND

The City of Everett provides water to the majority of water systems in Snohomish County, Washington. Since the early 1980s, the city has operated a regional water conservation program in cooperation with local water systems. This program is planned and administered in ten-year cycles with the current program running through 2029. A key element of the Water Use Efficiency (WUE) program is the provision of free water conservation products to residential consumers that target indoor and outdoor consumption.

The indoor water conservation products include low-flow showerheads, low-flow faucet aerators, and low-flow dual-spray kitchen faucet aerators. Traditionally, one (1) showerhead, two (2) faucet aerators, and a small spool of thread sealing tape have been packaged together in a plastic bag and distributed as a “kit.” The kitchen faucet aerators are distributed as separate, stand-alone items. Approximately 2,500 of the “kits” and 1,250 kitchen faucets are planned to be distributed annually from 2023 through 2025.

The outdoor water conservation products include water-efficient hose nozzles, watering timers, and soil moisture meters. Each is distributed as a separate, stand-alone item. Approximately 3,500 hose nozzles, 2,000 watering timers, and 3,500 moisture meters are planned to be distributed annually from 2023 through 2025.

2.2 INTENT

The City is seeking suppliers to provide water conservation products for the City of Everett’s regional Water Use Efficiency (WUE) program. Requirements of Everett’s WUE program are presented in Chapter 5 and in Technical Memos in Appendix K-L of the [City of Everett 2020 Comprehensive Water Plan](#), which was approved by the State of Washington Department of Health on July 13, 2021.

The supplier must demonstrate the products meet or exceed the technical specifications of the program. The City reserves the right to award to supplier(s) that provide the best overall solution and value which may result in multiple contract awards.

2.3 INDOOR WATER CONSERVATION PRODUCTS

The indoor water conservation products are designed to reduce water consumption inside the home. The supplier is responsible for creating an indoor water conservation “kit”, which includes:

- One (1) low-flow showerhead.
- Two (2) low-flow bathroom faucet aerators.
- One (1) small spool of thread sealing tape.
- Individually packaged dual-spray low-flow kitchen faucet aerators.

Kit must be packaged together in a heavy gauge, sealed, clear plastic bag, provided with installation instructions and warranty information for consumers.

Required product features:

1. Low-flow showerheads
 - Flow rate of 1.75 gallons per minute (gpm).
 - Provide a minimum of three adjustable spray patterns.
 - Corrosion-resistant, maintenance-free, high-impact body with metal ball joint.
 - Finish may be white, chrome or brushed nickel.
 - WaterSense certified.
 - Meets American Society of Mechanical Engineers ([ASME](#)) performance requirements.
2. Bathroom faucet aerators:
 - Flow rate of 1.0 gpm.
 - Chrome-plated brass body with needle spray pattern.
 - Dual thread to accommodate both male and female applications.
 - WaterSense certified.
 - Meets [ASME](#) performance requirements.
3. Kitchen faucet aerators:
 - Flow rate of 1.5 gpm or less.
 - Dual spray with a full force spray and bubble/needle spray option.
 - Corrosion-resistant, maintenance-free, high-impact body with 360 degrees swivel capability.
 - Chrome or brushed nickel finish preferred.
 - Dual-thread to accommodate both male and female applications.
 - WaterSense certified.
 - Meets [ASME](#) performance requirements.

2.4 OUTDOOR WATER CONSERVATION PRODUCTS DESCRIPTION

The outdoor water conservation products are designed to reduce water consumption outside the home. These products would be:

- Individually packaged adjustable flow, pistol-type hose nozzles.
- Individually packaged watering timers.
- Individually packaged soil moisture meters.

Each product must include installation instructions and warranty information.

Required product features:

1. Hose nozzles:

- Pistol-type sprayer with durable, heavy duty metal body and cushioned grip.
- Instant on/off control and multiple, adjustable spray pattern options.
- Maximum flow rate of 2.5 gallons per minute (gpm).
- Quality, rust-resistant exposed metal parts.

2. Lawn watering timers:

- Rugged plastic body with quality, rust-resistant swivel coupling for attaching to hose bib.
- Manual, mechanically operated timer.
- Two functions: manual “on” and timed automatic “off” with a run time from 1 to 120 minutes.
- Clearly marked on/off positions, timing scale and operating instructions on the timer.

3. Soil moisture meters:

- Low-tech meter that accurately measures moisture in the soil.
- Single probe unit.
- Decorative unit to amplify garden or outdoor lawn appearance with the desired outcome of increasing use. In the past, ladybugs and frogs were successful.

2.5 WARRANTY

The supplier must provide at least a standard warranty. Warranty information offered will be for the products proposed in this Request for Proposal. The provided warranty information must clearly state the warranty coverage.

A standard warranty must be included in the price of each product proposed.

2.6 SAMPLES

Suppliers may be required to provide samples with their RFP response. See Section 3.5 Product Evaluations.

2.7 SUPPLIER RESPONSIBILITIES

The supplier will:

- Provide installation instructions and warranty information with each product.
- Have the capability to ship to multiple locations within Washington state.
- Replace all warranted items that fail during the warranty period.

2.8 CITY OF EVERETT RESPONSIBILITIES

The City of Everett will:

- Provide list of addresses to mail products.
- Provide order and delivery instructions.

2.9 CONTRACT TRANSITION

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports, and contract files as agreed with the provided notice of termination.

2.10 DELIVERY

Delivery will be F.O.B. Destination, Freight Prepaid, and Added.

This will mean that the supplier assumes responsibility for the delivery of all products and the City will reimburse the actual shipping and delivery costs. The supplier must provide documentation of the cost with each invoice. No mark-ups on the shipping and delivery costs are allowed or will be reimbursed.

2.11 PRICING ADJUSTMENTS

Prices shall remain firm for the duration of the initial three-month Contract period. Reasonable price changes based on market conditions and price or cost analysis may be requested made on an annual basis after the initial three-month Contract period. The Supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published modification of price change(s).

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Supplier shall give the City of Everett Procurement Division, thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Everett retroactive to the effective date of the price reductions.

2.12 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	150	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: • are realistic for the work to be performed and • demonstrate that the Supplier understands the Scope of Work.
6	Product Evaluation	150	Evaluation of product samples per Section 3.5 below.
	Total	600	

3.5 PRODUCT EVALUATION

The City of Everett will request product samples from the highest-ranked supplier(s). The purpose of the product evaluation is to assess the characteristics of the offered products and determine which proposal provides the best fit and value to the City of Everett. Samples must be submitted at no expense to the City, and returned at the bidder's request and expense, unless they are destroyed during pre-award evaluation. A five (5) person evaluation team will complete the product evaluations per Attachment A. Products delivered under any resulting contract must conform to the approved sample for the characteristics listed for evaluation.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2022-033 WATER CONSERVATION PRODUCTS

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): ☐ Disadvantaged Business Enterprise (DBE) ☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE) ☐ Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- 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.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response 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.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2022-033 WATER CONSERVATION PRODUCTS

Supplier Name:

Prices must include providing all goods and services as detailed in the Scope of Work.

1. Complete the price sheet. Prices must be rounded to the nearest two (2) decimal places.

Indoor Water Conservation Products Kit			
Product or Service	Unit Price	Quantity	Extended Price
Low-flow showerheads	\$	1	\$
Bathroom faucet aerators	\$	2	\$
Small spool of thread sealing tape	\$	1	\$
Packaging material (Enter as a lump sum)	\$	1	\$
Individual Kit Total Cost:			\$
Estimated annual quantity:			2,500
Estimated kit total:			\$

Individually Packaged Product	Unit Price	Estimated Annual Quantity	Extended Price
Dual-spray low-flow kitchen faucet aerators	\$	1,250	\$
Adjustable flow, pistol-type hose nozzles	\$	3,500	\$
Watering timers	\$	2,000	\$
Soil moisture meters	\$	3,500	\$

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** Describe the indoor water conservation products your company is proposing by identifying whether each product either fully meets or doesn’t meet the listed features or characteristics in Section 2.3. Provide additional detail and explanation if the proposed product does not fulfill a characteristic.
- B.** If your company is offering multiple solutions for indoor conservation kits, describe how each variation differs.
- C.** What is the standard method of delivery of kits? Do you offer multiple methods of delivery? Is method of delivery dependent on overall quantity order?
- D.** Provide documentation showing how the proposed indoor water conservation products are WaterSense certified.
- E.** Provide documentation showing how the proposed indoor water conservation products meets or exceeds the ASME performance requirements.
- F.** Describe the warranty your company is providing for each proposed indoor water conservation product. Include information such as when the warranty will commence, length of warranty, exclusions to the warranty, and the effective date of any proposed warranty.
- G.** Describe the outdoor water conservation products your company is proposing by identifying whether each product either fully meets or doesn’t meet the listed features or characteristics in Section 2.4. Provide additional detail and explanation if the proposed product does not fulfill a characteristic.
- H.** Describe the warranty your company is providing for each proposed outdoor water conservation product. Include information such as when the warranty will commence, length of warranty, exclusions to the warranty, and the effective date of any proposed warranty.

3. Communication, Customer Services, and Training

- A.** Describe how your company will keep the City of Everett timely informed of any issues related to delivering the products described in this RFP.
- B.** How does your company determine if a repair is under warranty?

- C.** Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- D.** How does your company prioritize customer support service inquiries? Describe your response timeline in your response.
- E.** Describe your approach to achieving Customer Satisfaction.
- F.** Where is your office located, and what are your customer service hours (Pacific Time)?

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start and completion dates
 - d. Contract description & order / service details
- B.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.
- C.** How long has your product been available commercially?

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2022-033
WATER CONSERVATION PRODUCTS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), _____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Inspection: assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Maintenance: work performed to preserve equipment performance and condition.

Must: see “Shall”.

Offeror: see “Supplier”.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

SECTION 6 - CITY OF EVERETT

GENERAL CONDITIONS

Compliance with Law. Supplier, at its sole cost and expense, must perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Everett; and rules, regulations, orders, and directives of the City.

Amendments/Change Orders. No alteration, change, modification or amendment to this Contract is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Supplier and must be incorporated in written amendments to the Contract.

Assignment. This Contract may not be assigned in any manner or by any means by Supplier without the express written consent of the City.

Waiver and Remedies. City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Purchase Order are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.

Binding Effect. The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

Termination. City, at its sole discretion, may terminate this Contract for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Contract is terminated prior to the full delivery of goods and/or services. Supplier will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Contract.

Severability. Any invalidity, in whole or in part, of any provision of this Purchase Order must not affect the validity of any other of its provisions.

Payments. City will pay Supplier submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Supplier has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Supplier to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Supplier agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Supplier agrees to issue a refund of any overages paid in error by the City. The total on the Purchase Order is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Supplier.

Taxes. Supplier must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order; taxes levied on its property, equipment and improvements; and taxes on the Supplier's interest in this Purchase Order.

Warranties. Supplier warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

Ownership of Records and Documents. All materials, writings and products produced by Supplier in the course of performing this Contract must immediately become the property of the City. In consideration of the compensation provided for this

Contract, the Supplier hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Supplier.

Non-Discrimination and Equal Employment Opportunity. During the term of this Purchase Order, Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

Governing Law/Venue. This Contract must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract must be brought in the Superior Court of Snohomish County, Washington.

Independent Contractor. Supplier, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City. The Supplier, its subcontractors, agents and employees, must not, as a result of this Contract, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Supplier, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Supplier must have the authority to control and direct the performance and details of the work described herein.

Insurance. The Supplier must obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work must be by the Supplier, subcontractor or anyone directly or indirectly employed by either the Supplier or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) combined single limit for bodily injury and property damage not less than five hundred thousand (\$500,000) combined single limit for automobile liability. The Supplier agrees to the following requirements relating to insurance coverage:

- a. **Liability Insurance.** All liability insurance required herein must be under a comprehensive or commercial general liability and business, automobile policy or policies. The City must be named as a Certificate Holder and an additional insured with respect to all such policies. Copies of all such policies must be furnished to the City upon request.
- b. **Worker's Compensation.** Supplier must take out and maintain during the life of the Contract, Worker's Compensation, including Washington State Stop Gap, insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Supplier must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Supplier.
- c. **Employment Security.** Supplier must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.

Attachment A – PRODUCTS WILL BE EVALUATED ON THE FOLLOWING PARAMETERS:

- adherence to specifications laid out in RFP
- ease of use or clear instructions
- warranty information clearly displayed
- sturdiness of product with repeated use
- appearance would encourage use

Rate each statement on a scale of 1 to 5, with 1 being *strongly disagree* and 5 being *strongly agree*, for each product as it relates to the parameters listed above.

Product

INDOOR WATER CONSERVATION KIT – PREPARED FOR DISTRIBUTION

The completed indoor water kit adheres to the specifications laid out in the RFP. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Product

LOW FLOW SHOWERHEAD

Manufacture

Model

The product adheres to the specifications laid out in the RFP. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product is easy to use or provides clear instructions. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product's warranty information is clearly displayed. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product remains sturdy with repeated use. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product's appearance would encourage use. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Product

BATHROOM FAUCET AERATORS

Manufacture

Model

The product adheres to the specifications laid out in the RFP. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product is easy to use or provides clear instructions. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product's warranty information is clearly displayed. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product remains sturdy with repeated use. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product's appearance would encourage use. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Product

KITCHEN FAUCET AERATOR

Manufacture

Model

The product adheres to the specifications laid out in the RFP. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product is easy to use or provides clear instructions. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product's warranty information is clearly displayed. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product remains sturdy with repeated use. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The product's appearance would encourage use. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Product	Manufacture	Model				
OUTDOOR HOSE NOZZLE						
The product adheres to the specifications laid out in the RFP.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product is easy to use or provides clear instructions.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product's warranty information is clearly displayed.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product remains sturdy with repeated use.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product's appearance would encourage use.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	

Product	Manufacture	Model				
OUTDOOR LAWN WATERING TIMERS						
The product adheres to the specifications laid out in the RFP.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product is easy to use or provides clear instructions.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product's warranty information is clearly displayed.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product remains sturdy with repeated use.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product's appearance would encourage use.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	

Product	Manufacture	Model				
OUTDOOR SOIL MOISTURE METER						
The product adheres to the specifications laid out in the RFP.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product is easy to use or provides clear instructions.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product's warranty information is clearly displayed.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product remains sturdy with repeated use.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	
The product's appearance would encourage use.	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	