**cid:image001.jpg@01CD0129.EC063890** **City of Seattle**

**Invitation to Bid #**CTY-3731

**Encampment and Other Related Cleaning/Services**

Table 1: Solicitation Schedule

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| --- | --- |
| **Event** | **Date** |
| ITB Issued | 5/9/2017 |
| (Optional) Pre-Bid Conference | 5/17/2017, 9:00am-10:00am |
| Deadline for Questions | 5/25/2017, 5:00pm |
| Sealed Bids Due to the City | 6/1/2017, 3:00pm |

The City may modify this schedule. Changes to the Due Date are posted on the City website and by amendment.

Bids must be received by the due date and time

To the location specified in Section 6 “BID INSTRUCTIONS & INFORMATION”

or as amended.

Sara Schutt, Procurement Strategic Advisor

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BACKGROUND AND PURPOSE

The City of Seattle seeks homeless encampment and other related cleanup services, which would be as needed when the City has sites and locations that require clean-up. The resultant contracts from this Invitation to Bid will supplement and not be the only source of clean-up crews, but would be one resource available for the City when clean-up efforts are required.

The City expects to spend to spend approximately $1 million annually on encampment and other related cleanup services.

Service providers (SP) will provide comprehensive homeless encampment site clean-up and other litter pick up services to remove garbage, bulky items, bio-hazardous material, and other encampment waste. Sites likely contain various materials and waste products, including hazardous materials, bio-hazards, garbage, propane tanks, gasoline containers, used batteries, contaminated soil, general debris, human waste, needles, urine, potentially infectious human body fluids, constructed temporary shelters, and other bulky items associated with homeless occupancy.

Pool Contracts: The City intends to award a pool of eligible, qualified, and competitive contracts for these products and/or services. The City may place orders with any of the resultant contract Service Providers, selecting the Service Provider the City wishes to use in any manner that the City department placing the order chooses.

SOLICITATION OBJECTIVES

The City expects to achieve the following outcomes through this solicitation:

* Establish a pool of Service Providers that are readily available, dependable and have the expertise in cleaning homeless encampments and providing other related cleaning services.

MINIMUM QUALIFICATIONS

The ITB requires a minimum of **1 year of experience** doing encampment cleaning for private entities or other public agencies. Responses must show compliance to this qualification. The City reserves the right, but is not obligated, to clarify if compliance to the minimum qualifications is not clear in Service provider’s response. Those not responsive shall be rejected by the City without further consideration.

Prohibitions on Background Checks, Immigrant Status and Religious Affiliation Inquiries

The City has strict policies regarding the use of Background checks, criminal checks, immigrant status and religious affiliation inquiries. Background checks are prohibited for workers that will be performing the work under this contract. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>

LICENSING AND BUSINESS TAX REQUIREMENTS

The winning Service Providers must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the SP before contract execution. Carefully consider related costs before submitting their offer, as the City does not separately pay or reimburse licensing costs.

**Seattle Business Licensing and associated taxes**

If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.). We provide a Vendor Questionnaire Form in our submittal package items later in this ITB, and it will ask you to specify if you have “physical nexus”. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Service provider and not charged separately to the City.

The apparent successful Service Providers(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the bid/proposal. Self-Filing: You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/> For questions and assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484, the licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>. The City of Seattle website allows you to apply and pay on-line with a credit card if you choose. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Service provider prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.



St**ate Business Licensing and associated taxes**

Before the contract is signed, provide the State of Washington business license (a State “Unified Business Identifier” known as a UBI Number). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Service provider and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>.

SPECIFICATIONS/SCOPE OF WORK

Each resultant contract shall be for one (1) year with an option to extend in additional one-year increments at the option of the City for a total of seven (7) years. The resultant contracts require the payment of prevailing wages and as part of compliance with the prevailing wage requirements, the successful Service Providers will be required to provide a Statement of Intent to Pay Prevailing Wages, approved by L & I, at the beginning of each year and an Affidavit of Wages Paid, approved by L & I, annually at the end of the contract period. See Prevailing Wage Requirements section of this ITB for more information on these requirements.

There will be several different City staff working on, requesting, and directing work under these contracts. The Department of Finance and Administrative Services (FAS) will be the most common department to use these contracts, although the Seattle Public Utilities (SPU) will also likely use these contracts, as may other departments. Service Providers should therefore expect to work with several different departments and accommodate slightly different approaches and expectations in addition to those outlined herein. this ITB established competition compliant to City competitive proposal laws; the City Project Manager may place an order with any pool service provider or may solicit multiple quotes to select among the pool service providers. If departments request quotes, the Service Providers must use the costs and hourly rates specified in the contract.

Service Providers will be as needed to respond to City requests for clean-up services at specified locations. The Service Provider will perform comprehensive homeless encampment site clean-up and/or other related clean up services to leave behind a safe and clean site. The City will be responsible for preserving important documents and other personal items that campers may have left behind in the encampments and may be of value. Sites likely contain various materials and waste products, including hazardous materials, bio-hazards, garbage, propane tanks, gasoline containers, used batteries, contaminated soil, general debris, human waste, needles, urine, potentially infectious human body fluids, constructed temporary shelters, and other bulky items associated with homeless occupancy, and the SP will be responsible to understand proper removal methods accordingly.

Certain sites will require working on uneven terrain, overgrown vegetation and in forested locations that require caution for worker safety and to minimize impact to any intentional landscaping, wetlands, and unstable sloped soils. Some areas may have uneven terrain sufficient to require fall protection, and if so, only those SPs that have fall protection training and gear would perform services on such locations. The City Project Manager intends to identify such areas as part of the pre-assessment for the site conditions before work begins; however, the SP shall not deploy the crew into any location without fall protection if needed and appropriate to the work.

Emergency Response: The City may require an SP to respond to urgent requests by the City PM within 24 hours with the appropriate crew. If the emergency requires overtime, night-time holiday or weekend pay, the Contractor shall pay the workers and the City shall compensate an increased amount as invoiced by the SP. based upon the delta increase for such costs.

Start of Work for Encampment Clean Up Services

1. The services will be provided as needed and only upon City request. Except as may be described for Other Related Cleaning services, the City Project Manager (PM) will email the SP to specify site location, dates, and estimated work crew size, to request whether the SP is available and has capacity for the clean-up project. The City will then prepare and send the SP an Encampment Estimate Form for the site. This will designate the minimum labor hours, crew composition and crew size for the clean-up, which shall form a “lump sum” price based on the hourly rates and other costs specified in the contract. The services include surveying the site, collecting debris, dismantling tents etc. removing trash and disposing of all debris (i.e. hazardous waste, universal waste, medical waste, and other items at the site. The SP shall supply of all labor, materials, tools, heavy machinery and equipment, vehicles, personal protective equipment, portable bathroom facilities, dumpsters, and other supplies that may be required to remove tons of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsite that may be in heavy foliage, poison oak and/or ivy, steep embankments, next to train tracks, by creeks and streams, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.
2. Each SP will be provided a transfer station card for waste dumping at transfer sites.  The City will not accept separate dump tickets or charges in the billing.
3. Upon arriving on-site, the SP and PM shall secure the site to manage the safety of the crews and to keep the public out of the clean-up site while work is underway.
4. The PM and SP shall meet at the site at an agreed upon time (either before the clean-up day or at the start of the clean-up day) to review the site and confirm clear understanding of the City-issued Estimate Form including the lump-sum fixed cost for the cleanup and related detail about expectations. The SP and PM will confirm the approved number of crew, equipment, supplies, and appropriate trucks are as agreed upon. The SP will inspect the site with the PM, which shall also include all city instructions including start date, number of days, crew size, location and geography of the site, the name and title of the Service Provider representative and the not-to-exceed maximum allowable cost of the clean-up. Additional instruction may be given in writing as part of the Estimate form. The SP will provide an on-site supervisor responsible for supervision/management of the crew and to ensure all necessary safety procedures are followed. This representative shall also be the city’s contract for the project. Service provider crews shall be easily and visibly identifiable, whether by uniform, safety vests, identification badges, or other.
5. If at the agreed-upon time to meet, the PM or SP cannot locate each other, then both parties have responsibility to call each other to verify the time, date, location, and arrival time anticipated.
6. The SP will take photos of the site before work is performed and after work is completed to retain for their records.
7. The SP shall ensure workers arrive on-site properly suited and trained to perform any clean-up work, including labor and bio-hazard workers, as well as truck drivers as needed to support the hauling of materials and debris. The workers must be trained in the proper safety protocols and best practices as established by the State of Washington, Department of Labor & Industries. The SP shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vests, gloves, and leather (or adequately puncture resistant) boots.
8. Service Provider workers shall be trained annually in WISHA’S Bloodborne Pathogen, SHARPS Disposal, and other pertinent trainings. Service provider shall have a WISHA (Washington Industrial Safety and Health Act) certified operator for any approve heavy equipment required to complete the encampment clean-up work, including trash compactors, bulldozers, graders, or other ground moving equipment.
9. The training must be supplemented with precautions regarding West Nile Virus, hanta virus, histoplasmosis, or others. Upon request, the SP shall provide copies of any training records and licenses as may be required by the City.
10. Service Provider shall ensure all employees have work procedures to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing personal protective equipment and following other protocols established for this situation shall be followed. The SP shall coordinate disposal of waste and syringes

Launching Encampment Clean Up Service:

1. On the agreed upon start date, the SP workers shall proceed to collect debris, dismantle temporary shelters, recognize, and preserve personal belongings, remove trash, human waste, and other debris in properly managed ways appropriate to the type of waste, and collect the waste for disposal.
2. The SP shall manage the crews to provide reasonable clean-up within the allotted time and up to but not exceeding the maximum designated total cost.
3. SP will perform appropriate coordination and administration of all SP Workers on site. SP shall provide on-site supervision, facilitate communication and instructions to the workers, ensure performance expectations are managed, resolve work-related issues, ensure all safety protocols are followed, ensure workers are appropriately protected against the type of waste they encounter or may encounter, and ensure materials and supplies are available for workers to perform without interruption.
4. If the SP locates an adjacent homeless encampment site during the clean-up, the SP shall not proceed with any additional clean-up that was not identified in the original scope of work without receiving prior authorization from the PM. An Encampment Estimate Form would be required to clean such site.
5. SP shall immediately inform the PM and contact the Seattle Police Department (SPD) through 911 if a weapon is found at the site. The SP shall not handle the weapon absent direction from SPD to do so.

Removal of regulated waste: For regulated waste, the Service Provider must:

1. Discard contaminated material and regulated waste in biohazard bags, closeable, puncture resistant or leak resistant containers
2. Remove the containers from the location. Each SP will be provided a transfer station card for waste dumping at transfer sites.  The City will not accept separate dump tickets or charges in the billing.
3. Handle the products in accordance to applicable regulations of the State and political subdivision, WAC 296-823 and FAR 29CFR1910.030

**Completion of encampment clean-up work:**

* + - 1. The City Project Manager (PM) dictates the completion of a job.
      2. The SP shall not return to a site once the PM determines it done no matter what is left behind without being accompanied by the City PM. This ensures the safety of the SP.
      3. Upon completion, the SP will provide a clean-up report for the site that confirms the location, the lump sum invoice value, and details how many workers in the crew, total crew hours worked, total weight of debris removed from the site, and the transfer station tickets.

Charges and Invoices for encampment clean-up services. Read these following requirements carefully and adhere to the instructions closely, as this will protect both the SP and PM from payment disputes.

As noted previously, the PM and SP will agree upon a lump sum for the clean-up prior to start of work, and use the Encampment Estimate Form to agree upon site conditions, total labor, total maximum allowable cost, and other elements of the clean-up. Pricing used to provide the lump sum amount will be consistent with the hourly rates provided in the Service Provider’s original Pricing Sheet. The PM and SP will utilize the Encampment Estimate Form embedded herein.

The SP will utilize the Invoice Form embedded herein.

The hourly rates given within the pricing sheet shall be bid by the SP to include all labor, all administrative costs, materials, tools, vehicles, personal protective equipment, portable bathroom facilities, dumpsters, tools, and protective gear sufficient for all conditions, including conditions that may involve heavy foliage, poison oak and/or ivy, hazardous materials, steep embankment and fall protection, next to train tracks, by creeks and streams, and other supplies required.

The only exception shall be specialized equipment such as tractors or backhoes, which will need to be approved in advance by the PM. Specialized equipment shall be paid for at the actual cost plus markup rate as specified on pricing sheet schedule.

There will be no separate administrative costs allowed, other than those incorporated as overhead inside the hourly rates of the labor performed.

The SP shall have no direct charges except for any specialty equipment that is pre-approved by the PM in writing. There will be no separate administrative costs, such costs must be incorporated as within the hourly rates of the labor performed.

**Other Related Cleaning Services**: In addition to, or independent of, an encampment clean-up described above, the City may request other types of services for specific locations.

1. The City may need an SP to pick up litter adjacent to or in the vicinity of active encampments or previously vacated encampments or other City specified areas. The scope of work for these services will vary and include but not be limited to the same services as described above for the encampment clean up or may be restricted to the pick-up of previously bagged litter.
2. SP may also be needed to pick up large miscellaneous items such as couches, chairs, TV’s, desks, refrigerators, dishwashers, freezers, appliances, bulky items, etc. these items will be picked up in areas of Seattle. The Service Provider will need to pick up, and deliver these items to the Seattle Recycling and Disposal Stations designated by City of Seattle. The PM will coordinate the items that need to be picked up with the SP. The SP will deliver the items to the correct disposal location designated by the PM.
3. Service Providers may also be needed to remove debris from the top of vehicles or RV’s intended for towing, but deemed unsafe for towing due to the debris on the top of the vehicle’s/RV’s. The top of these vehicles/RV’s may be six feet or higher. The PM will coordinate the removal of debris from vehicles/RVs with the Service Provider. The PM will coordinate where to dispose of the debris.

The ordering process for these other related services will likely be different than the process specified for the encampment clean up services. The SP shall ensure a clear understanding of exactly what the PM requires and ensure understanding of the cost for the work using the pricing specified. . The invoice process will also be different than as specified for the encampment cleanup work. The ordering department will communicate the appropriate billing procedure at the time the order is placed.

**Prevailing Wage Requirements**: This contract is subject to prevailing wages per RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented. Contractor is responsible for compliance by the Contractor and all subcontractors. Any Offer must be sufficient to pay prevailing wages, and service provider costs associated with filing of Intents and Affidavits, including filing of one or multiple Intents and Affidavits as required by the Department of Labor & Industries. Contractor and any subcontractor shall pay no laborer, worker, or mechanic less than the prevailing hourly wage rates in effect at the time of bid opening for worker classifications provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

1. Prevailing wage determinations are essential to understand carefully and fully. The State of Washington Department of Labor and Industry has determined that:
2. The Landscape Construction rates (WAC 296-127-01346) may be used for the maintenance of landscaped areas.
3. Where the work is located in parks, around buildings, or other landscaped areas, the Landscape Construction Laborer classification applies for the clean- non-hazardous waste up work to pick up trash, debris (which may include but is not limited to regular trash such as newspapers, cardboard, paper, food container’s as well as tents, mattresses, and chairs) at using hand rakes, shovels, and gas blowers.
4. The Landscape truck driver class will be used for workers while they are driving a small truck at parks and other landscaped areas. The Landscape Construction truck driver is limited to a truck with a single rear axle.
5. The “street and parking lot sweeper” classification shall be used for non-hazardous waste clean-up work performed in non-landscaped areas such as vacant lots or sidewalks.
6. The regular, commercial, Truck Driver classifications and rates will be used while a worker drives a truck in support of clean-up activity located in non-landscaped areas.
7. Regardless of whether the work is to be performed in landscaped areas or non-landscaped areas, the “hazardous waste worker” class will be used whenever a worker needs to remove Hazardous waste, for just the duration of time the worker must be suited and performing such work. They then revert to the classification appropriate for remaining work, i.e., the rate for either landscaped or non-landscaped surfaces.
8. Prevailing Wage travel time: the following is an example of possible scenarios of prevailing wage applicability for travel time. If you have any questions or clarifications contact Washington State Department Labor & Industry 360-902-5335.
9. Truck drivers shall be paid at a truck driver rate for all time, from the point of origin where the Truck Driver loads the truck with materials and supplies, to the job site. The truck driver shall likewise be paid a truck driver prevailing wage rate for the return to your point of origin.
10. The truck driver rate shall be paid for actual time spent, but should not exceed 1 hour of travel time to the site, and no more than 1 hour of travel time leaving the site and returning to the point of origin. Should the Service provider anticipate travel requiring more than 1 hour of such commuting time, the SP must discuss with the PM and/or find an alternative “point of origin” where the truck driver can begin and end his/her route closer to the job site. The PM may approve leaving the truck on-site for a multi-day event at the service provider’s own risk and liability.
11. All other crew shall be paid the prevailing wage rate applicable to their work, once they start work at the site. The crew are expected to report to work at the site, and will conclude their work at the site. If crew chose to “catch a ride” with the truck driver, they will not be allowed to do work such as loading the truck, and shall be considered “off the clock” for that ride to or from the work site they are to report to. This also means that the time spent at the job is the 8-hour day (or less as dictated by the work at the site), but that the crew are not accruing hourly wage or overtime by their travel to/from the site as part of their 8-hour work day.
12. If the service provide is cleaning more than one site then the service provider will pay the prevailing wage rates for the travel time between sites.
13. **Filing Intents**: The awarded Contractor and all subcontractors must file a Statement of Intent to Pay Prevailing Wage Form(s) concurrent to contract execution and as otherwise required.
14. Before you file your intent, you need certain information from the City Buyer: City Contract Number and Contract Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed. For Blanket Contracts with as needed maintenance work, you also need an estimate of total work orders and locations. The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval. The Contractor shall require every subcontractor to file an Intent as well.
15. File on-line at <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer. Contractor shall notify the Buyer once Intents are filed by the Contractor and all subs.
16. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
17. In certain situations, the Intent is required but the wages may be exempt. The Service provider may indicate they qualify for an exemption to wages for:
    1. Sole owners and their spouse.
    2. Any partner who owns at least 30% of a partnership.
    3. The president, vice-president, and treasurer of a corporation if each own at least 30% of the corporation.
    4. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
18. Prevailing Wage rates in effect at the time of bid opening are to be used. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waters, shampooers, and window cleaners).
19. It is the sole responsibility of the Contractor to assign the appropriate classification and associated wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
20. With each invoice, attach or write a statement that wages paid were compliant to Prevailing Wage rates, including the Contractor and any subcontractors.
21. Upon contract completion, file Declaration of facts of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved declaration of facts is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved declaration of facts is received. The Contractor shall also ensure that each Subcontractor likewise files a Declaration of facts. The Contractor shall notify the Buyer and provide a copy of the Declaration of facts(s).
22. For jobs above $10,000, Contractor must post the Intent Form for employees’ inspection, including the list of the labor classifications and wages for the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street, or alley improvement projects if the employer provides a copy of the Intent form to the employee upon request.
23. If a dispute arises about prevailing wages and it cannot be solved by the parties, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. The Director’s decision is final, conclusive and binding. If the dispute involves federal prevailing wage, the matter shall be referred to the U.S. Secretary of Labor for a decision and the Secretary’s decision is final, conclusive and binding.

Prevailing Wage rate changes for Maintenance or Service Contracts greater than one year in duration:

1. The SP and subcontractors must pay at least the prevailing wage rates in effect at time of bid throughout the duration of the contract. Since these contracts are for one year at a time, each renewal shall allow the SP to revisit the prevailing wage rate and request adjustments accordingly.
2. The SP shall increase wages paid if required to meet no less than the current prevailing wage rates for those positions that are covered by such wage rates, in effect at the time of the contract anniversary. Service provider and subcontractors shall file a declaration of facts and new intent prior to contract extension.
3. Any price or rate increases made because of a change in the prevailing wages will be compensated by the City on a pass-through basis if the SP requests a price increase under the price increase request requirements above. The SP must follow the contract instructions for pricing increases, by notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.
4. Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance interviews—by City Purchasing and Contracting Services (CPCS) and L&I regarding payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Contractor. The Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

Federal Funding Requirements

If Federal-Aid funding is used in this contract the City will need to comply with the conditions governing use of the grant requirements and will require the inclusion of federal regulations in the contract. The City would issue a change order to incorporate the appropriate federal requirements, including but not limited to Federal Davis-Bacon Requirements.

No Guaranteed Contract Utilization: The City does not guarantee utilization through any resultant contract. The solicitation may provide estimates of utilization solely to help Service providers prepare their bids and does not serve as a guarantee of usage. The City reserves the right to make multiple or partial awards, and/or to order greater or less quantities based on City needs. The City reserves the right to use other appropriate contract sources to obtain these products or services, such as State of Washington Contracts. The City may also periodically re-solicit for new additions to the Service provider pool, to invite additional Service providers to submit bids for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Contract Expansion: Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements for the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Service provider at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency, or sole source conditions, or for other situations as required in the opinion of the Buyer. Some changes are not an expansion of scope, including an increase in quantities, exercising bid options and alternates, or ordering work identified within the solicitation. If such changes are approved, changes are done as a written order issued by City Purchasing to the Service provider.

Trial Period and Right to Award to Next Low Service provider: A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, service providers must successfully perform. Failure to perform may cause immediate cancellation of the contract. If a dispute occurs or a discrepancy arises as to acceptability of product or service, the City’s decision prevails. The City will pay only for authorized orders received up to termination. If the contract is terminated within the trial period, the City may award the contract to the next low responsive Bidder by agreement with that Bidder. Any new award will be for remaining contract work and is also subject to a trial period.

Prohibition on Advance Payments: The City cannot accept requests for up-front payment, down payment, or partial payment. Maintenance subscriptions may be paid up to one year in advance provided that the payment is reimbursed to the City on a prorated basis upon termination; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Paid Sick Time and Safe Time Ordinance

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

6. BID INSTRUCTIONS & INFORMATION

Registration into City On-line Business Directory: If you have not previously completed a one-time registration into the City On-line Business Directory, we request you register at: <http://www.seattle.gov/city-purchasing-and-contracting/online-business-directory>. City staff uses the City On-line Business Directory to locate your contract(s) and identify companies for bid lists on future purchases. Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Communications: All service provider communications concerning this acquisition and evaluation must be directed only to the Buyer below. Failure to comply may cause bid rejection. Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City regarding this solicitation or resultant contract evaluation.

Sara Schutt

206-684-0456

[Sara.schutt@seattle.gov](mailto:Sara.schutt@seattle.gov)

**Pre-Bid Conference:** The City shall conduct an optional Pre-Bid conference (see date and time page 1), at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Service providers need not attend to be eligible to submit a Bid. The meeting answers questions potential Service providers may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Service providers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-bid conference.

**Questions:** Submit questions to the Buyer by the deadline (see page 1). The City prefers such questions by e-mail to the City Buyer. Failure to request clarification of any inadequacy, omission, or conflict will not relieve Service provider of any responsibilities herein or in any subsequent contract. The Service provider is responsible to assure they received responses to the questions if issued.

**Changes to the ITB/Addenda**: The City may make A change if, in the sole judgment of the City, the change will not compromise the City’s objectives. A change will be made by formal written addendum issued by the City’s Buyer. Such Addenda shall become part of this ITB and included in the Contract. Interested Service providers are responsible to assure they received Addenda.

**Bid Blog:** You may opt to subscribe to an “RSS Feed” on our new Blog (titled “The Buy Line”). This is optional for your convenience and for companies familiar with RSS technology. If you unfamiliar and would like to learn, you may call the City Buyer. The technology provides alerts for addenda or solicitations you may be interested in. <http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing>

Receiving Addenda and/or Question and Answers

The City Buyer will try to provide you notice, through the RSS Feed or e-mail, when changes or addendums are posted on our website. Notwithstanding such efforts, it is the Service provider responsibility to learn of addendums, responses, or notices issued by the City. Some third-party services post City of Seattle bids on their websites. The City does not guarantee such services have accurately provided bidders with all information, particularly Addendums or changes to bid date/time.

Bids are considered compliant to all Addendums, with or without specific Bidder confirmation. The Buyer can reject the Bid if it does not reasonably appear to have incorporated Addendum. The Buyer may reject bids that don’t appear to incorporate substantive Addendum, or the Buyer may find that the Addendum were not material and accept the bid.

Submittal Requirements

1. Number all pages.
2. The City may designate page limits. Pages that exceed page limits will be excised from the document for evaluation.
3. Prepare your bids on 8 1/2” by 11” format. Non-recyclable materials are strongly discouraged. Bidders should “double side”. If there are page limitations, one side of a printed page is one page.
4. The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City.
5. Late Submittals: The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the City waives the lateness as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Service provider, or the City may accept the package and decide as to lateness.
6. Paper Copy Submittal: One (1) original response must be received no later than the date and time specified on the procurement schedule or as otherwise amended.

Table 2: Paper Copy Submittal Addresses

|  |  |
| --- | --- |
| Physical Address (courier) | Mailing Address (For U.S. Postal Service mail) |
| City Purchasing and Contracting Services  Seattle Municipal Tower  700 Fifth Ave Ste 4112  Seattle, WA 98104 | City Purchasing and Contracting Services  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687 |

Paper-copy submittals should be in a sealed box or envelope marked and addressed with the CPCS Buyer name, bid title and number. If packages are not marked, the Bidder has all risks of the package being misplaced and not properly delivered.

The submittal may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.

Submittals and their packaging (boxes or envelopes) should be marked with the name and address of the Proposer.

Preferred Paper and Binding: The City has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City. City prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices, available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they should be fully 100% recycled stock. Such binders are available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195. Please double-side submittal.

Electronic Copy Submittal: In lieu of a paper copy, bidders may submit bids via e-mail process as described below. All other bid requirements remain the same. The City uses a secure mailbox to receive and protect bids for a sealed opening at the designated date and time. To submit an electronic copy, bidders can e-mail their bid documents by the bid opening date and time (Table 1 or as otherwise amended) to [securebid@seattle.gov](mailto:securebid@seattle.gov).

* Do not e-mail your bid response to any other e-mail address.
* Title the e-mail with the bid title, number, and company name. Any risks associated with the electronic transmission of the bid submittal are borne by the Bidder.
* The City e-mail system will allow documents up to, but no larger than, 20 Megabytes. If the bidder also submits a paper-copy, the City will determine which form takes precedence if discrepancies occur.
* City intends to send a confirming e-mail in reply. However, a bidder may also call (206) 684-0444 to confirm their bid has been received by the City.

Bid Opening: Bids shall be publicly opened by the City at the date and time specified at the City Purchasing office.

Bid and Price Specifications: Service provider shall provide their Offer on the City forms.

Do not submit extra comments, explanations, information or changes: The City will reject bids that take material exception to City specifications and contract. Never add information or explanations on your Offer form. Do not take exceptions, do not offer alternatives (unless City requests), and do not mark the Offer with changes. Do not attach your boilerplate. All those can cause bid rejection in the Buyer’s sole opinion. If the Offer Form doesn’t adequately address your concern, ask the Buyer for direction.

Partial and Multiple Awards: Unless stated to the contrary in the Solicitation, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Prepare all pricing and Offers accordingly. The City may eliminate an individual line item when calculating award, to meet City needs, if a line item is not routinely available or cost exceeds City funds.

Prompt Payment Discount: As provided for on the Offer form, Service provider may provide a prompt payment discount term. A prompt payment discount term of ten or more days will be considered for bid tabulation.

Taxes: The City is exempt from Federal Excise Tax. Washington state and local sales tax will be an added line item although taxes are not used in bid tabulation for award.

Interlocal Purchasing Agreements: This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, non-profits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City Contracts. The seller agrees to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The City has no responsibility for the payment of such purchases. Should the Service provider impose additional costs for such purchases, the Service provider is to name such additional pricing as a supplement to their offer.

Contract Terms and Conditions: Service providers shall carefully review all specifications, requirements, Terms and Conditions and insurance. Bid Submittal is agreement to all Terms and Conditions. All specifications, requirements, terms, and conditions are mandatory and submittals should anticipate full compliance without exception.

Incorporation of ITB and Bid in Contract: This ITB and Service provider’s response, including promises, warranties, commitments, and representations made in the successful Bid, are binding, and incorporated by reference in the City’s contract.

Effective Dates of Offer: Offered prices remain valid until City completes award. Should any Service provider object, do so before the bid due date.

Cost of Preparing Bids: The City is not liable for costs incurred by Service providers in bid preparation and presentation including, but not limited to, costs incurred for demonstrations and pre-Bid conferences.

Prohibited Contacts: Service providers shall not interfere in any way to discourage other potential and/or prospective Service providers from bidding or considering a bid process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Service provider or another person acting on behalf of the Service provider) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the City Purchasing Manager, the Service provider that initiates such contacts may be rejected from the process.

Service provider Responsibility to Examine Documents: Service provider is responsible to examine all specifications and conditions thoroughly, and comply with specifications and terms and conditions. Service providers must comply with all Federal, State, and City laws, ordinances, and rules, and meet all registration requirements per Washington State law. By responding to this Invitation to Bid (ITB), Bidder agrees he/she has read and understands all documents within this ITB package.

Service provider Responsibility to Provide Full Response: It is the Service provider’s responsibility to provide a full and complete written response and Offer Form that does not require interpretation or clarification by the Buyer. The Service provider is to provide all requested materials, forms, and information. The Service provider must ensure the Offer accurately reflects Service provider specifications and offering. The City does not accept materials intended to supplement the bid after the bid deadline; however, the City may consider additional materials obtained by the City, even if submitted by Service provider, or to seek clarifications from Service provider as needed. However, this does not limit the right of the city to consider additional information (such as references that are not provided by the service provider but are known to the City, or past experiences by the City in assessing responsibility), or to seek clarifications by the City.

Do Not Attach Additional Materials with your Bid: Do not insert material sheets, extra product options, comments on boilerplate, supplemental or suggested contract terms, or other similar materials unless such materials are requested by the City or are necessary to show an “or Approved Equal” product specification. Such additional materials can compromise the clarity of your bid and result in rejection of your offer. If the materials conflict with your Offer, the City will not be obligated to clarify or determine which has priority; the City may instead reject your bid.

Changes or Corrections to Bids: Prior to the bid submittal closing date and time established for this ITB, a Service provider may change its bid provided the change is initialed and dated by the Service provider. No change to a bid shall be made after the bid closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision, or term that appears on the City’s published Offer Form. If you need to change your own prices or answers you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

Errors in Bids: Service providers are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Service provider’s obligations to the City.

Withdrawal of Bid: A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the City.

Rejection of Bids and Rights of Award: The City reserves the right to reject any or all Bids with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

Bid Disposition: All material submitted in response to this ITB shall become the property of the City upon delivery to the Buyer.

Equal Benefits: Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a “Service provider Questionnaire” which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Questionnaire. Instructions are provided at the back of the Questionnaire.

Women and Minority Opportunities: The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given such businesses are underrepresented. If a Bidder intends to subcontract any work, the City requires he/she agree to SMC Chapter 20.42 and include with their Bid an Inclusion Plan showing meaningful subcontracting opportunities for minority and women owned firms. The link to the Inclusion Plan is in the vendor Questionnaire. The City reserves the right to improve the Plan with the successful Bidder before contract execution. Good faith efforts to perform will be a material contract provision. Bidders should use whatever selection methods and strategies the Prime Bidder finds effective for successful WMBE participation. At the request of the City, Service providers must furnish evidence of the Service provider's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

Insurance Requirements: Insurance requirements in the attached shall apply. Formal proof of insurance must be submitted to the City before execution of the Contract, the City will remind the successful Service provider in the Intent to Award letter. The apparent successful Service provider must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City. Service providers are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Service provider is selected as a finalist. Service providers may elect to provide the requested insurance documents within their Bid.

*Proprietary Materials*

*Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)*

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by City Purchasing (see attached) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please address your request in writing to: If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

Ethics Code: Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Service providers, Customers, and Clients. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.



No Gifts and Gratuities: Service providers shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Service provider. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from service providers. Promotional items worth less than $25 may be distributed by the service provider to City employees if the Service provider uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees: If a Service provider has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you must provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Service provider Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Service provider is to be aware and familiar with the Ethics Code, and educate service provider workers accordingly.

Contract Workers with over 1,000 Hours: The Ethics Code has been amended to apply to service provider company workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such service provider company employee covered by the Ethics Code must abide by the City Ethics Code. The Service provider is to be aware and familiar with the Ethics Code, and educate service provider workers accordingly.

No Conflict of Interest: Service provider (including officer, director, trustee, partner, or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Service provider performance. The City shall make sole determination as to compliance.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 122 or contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov).

BID SUBMITTALS

Submit Bid in the following format and attachments. Attach each form within your bid*. Any Addendum could change the forms provided below.* The Bidder Instructions listed in the previous section have specified how the Buyer will consider a failure to incorporate changes made by Addendum:

Legal Name: Submit a certificate, copy of web-page, or other documentation from the Corporation Commission in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState.html>.

Vendor Questionnaire: Mandatory Response Submit this questionnaire even if you have sent one in to the City on a previous bid.



Attachment #1, /Pricing Sheet Form/Minimum Qualifications/Mandatory Response



Submittal Checklist

This checklist is for your convenience only. It need not be submitted with your bid. This checklist summarizes each form required to complete and submit your bid package to the City.

|  |  |
| --- | --- |
| Cover Sheet |  |
| Legal Name |  |
| Vendor Questionnaire | Mandatory |
| Attachment #1, Pricing sheet /Minimum Qualifications | Mandatory |

8. EVALUATION

Responsiveness and Responsibility: City Purchasing shall review submittals to determine basic responsiveness (timely submittal, all required forms submitted, etc.), responsibility (minimum qualifications, equal benefit determinations, etc.) An initial review is made after opening, however additional and more detailed reviews may be made during evaluation and before award. The review may be made of all Service providers or only as needed to determine the lowest responsive and responsible Service provider.

Pricing: The pricing sheet shall be evaluated and calculated for award.

Prompt Payment Discount: The City will calculate and reduce the pricing submitted by applying any prompt payment discounts.

Local Business Tax Revenue Consideration: SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase.   The City will apply SMC 20.60.106(H) and calculate when the value could serve as a differentiator to determine the lowest bid. The City of Seattle’s Business and Occupation Tax rate varies according to business classification. Typically, the rate for service such as consulting and other professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only service providers that have a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater, pay Business and Occupation Tax.

9. AWARD AND CONTRACT EXECUTION

The City Buyer intends to provide written notice of the intention to award in a timely manner and to all Service providers responding to the Solicitation. Please note, however, there are time limits on protests to bid results, and Service providers have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

Protests and Complaints: The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this ITB process. Please see the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> for these rules. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City.

Instructions to the Apparently Successful Service provider(s): The Apparently Successful Service provider(s) will receive an Intention to Award Letter from the Buyer after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract. The Service provider will be expected to provide all essential documents within ten (10) business days. This includes attaining a Seattle Business License and payment of all associated taxes due and providing proper proof of insurance. If the selected Service provider fails to complete all the final submittals within the allotted ten (10) days, the City may elect to cancel the intended award and award to the next ranked Service provider, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may cause Bidder disqualification for future solicitations for this same or similar product/service.

Final Submittals Prior to Award: The Service provider(s) should anticipate that the Letter will require at least the following. Service providers are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

1. Ensure Seattle Business License is current and all taxes due have been paid.
2. Ensure the company has a current State of Washington Business License.
3. Supply Evidence of Insurance to the City Buyer
4. Special Licenses (if any)
5. Intent to Pay Prevailing Wage Online Registration for Prime and all Subcontractors
6. Supply a Taxpayer Identification Number and W-9 Form

Taxpayer Identification Number and W-9: Unless the apparently successful Service provider has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Service provider must execute and submit this form prior to the contract execution date.



Attachments

The following documents have been embedded within this page. To open, double click on icon.

Contract Terms and Conditions



Insurance Requirements



Prevailing Wage Rates for King County & Benefit Code Key (06012017 Wage Publication must be used)

To receive prevailing wage rates, you may do the following:

To download the rates, go to [**https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx**](https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx)

A copy is available for viewing in City Purchasing Office

Upon request, a hard copy may be sent to you.