

**City of Seattle**

**Invitation to Bid #****CL0-4855**

**Title:** **Purchase, Installation, Repair and Maintenance of HySecurity Brand and Other Electronic Gates**

**Closing Date & Time: 07/25/2019**

Table 1: Solicitation Schedule

|  |  |
| --- | --- |
| **Event** | **Date** |
| ITB Issued | 07/03/2019 |
| Pre-Bid Conference (Optional) | 07/10/2019; 11:00PM |
| Deadline for Questions | 07/15/2019 |
| Sealed Bids Due to the City | 07/25/2019; 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 at the time and location specified in Section 6 “BID INSTRUCTIONS & INFORMATION” or as amended

# **BACKGROUND AND PURPOSE**

The City of Seattle (City) seeks to create a contract(s), to provide Purchase, Installation, Repair and Maintenance of Hy-Security Brand Gates and Operators as needed by the City. The City would call the Contractor(s) as needed. City departments will request quotes from the Contractor(s). Contractor(s) will provide quotes using the wages and costs that are given in the contract while adhering to HySecurity and UL325 Standards. The City may ask for a quote to provide a maintenance service contract on certain Gates.

The City has HySecurity gates installed at many different locations in Seattle and outlying areas. Occasionally the contractor(s) may be asked to provide service on another manufacturer’s product.

The City has had a contract for these services, but it will expire on 08/31/2019. The City has Had the following expenditures over the last 4 1/2 years:

2018 $31,984

2019 $17,147

Single Award: The City intends to award one contract and does not anticipate multiple awards. Regardless, the City reserves the right to make multiple or partial awards.

# **SOLICITATION OBJECTIVES**

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

Provide a skilled vendor that has a strong record and experience, so the City is assured to get dependable, responsive, proven and expert services.

1. Establish a contract that can provide immediate response to City orders from any City department;
2. Provide an invoice that clearly displays the Current List Price, the discount rate (or multiplier), and the resultant unit price in order to provide the City Accounts Payable offices with a rapid and easy verification that proper pricing was invoiced to the City;
3. Achieve lowest possible pricing, adjustable and flexible to marketplace price variations

# **MINIMUM QUALIFICATIONS**

The following are minimum qualifications the Vendor must meet to submit a bid. Responses must show compliance to these minimum qualifications. The City reserves the right, but is not obligated, to clarify if compliance to the minimum qualifications is not clear in Vendor’s response. Those not responsive shall be rejected by the City without further consideration:

1. Contractor must be a licensed contractor with the State of Washington Department of Labor and Industries;
2. Contractor must have been in business for at least two years under the same company name, providing Services identified herein.
3. The Vendor, if other than the manufacturer, shall provide upon request a current, dated, and signed authorization from the manufacturer that the Vendor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer’s authorization upon request will cause bid rejection.

# **LICENSING AND BUSINESS TAX REQUIREMENTS**

The Vendor must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor 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 Vendor and not charged separately to the City.

The apparent successful Vendor 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 [www.seattle.gov/self](http://www.seattle.gov/self).

For Questions and Assistance, call the License and Tax Administration office which issues business licenses and enforces licensing requirements. The general e-mail is [tax@seattle.gov](mailto:tax@seattle.gov). The main phone is 206-684-8484,

The licensing website is <http://www.seattle.gov/licenses>.

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 Vendor 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.

The application for a Seattle Business License can be found at <http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>.

**State 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 Vendor and not charged separately to the City.

Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>.

**Permits:** All permits required to perform work be supplied by the Vendor at no additional cost to the City.

# **SPECIFICATIONS and SCOPE OF WORK**

On site response within 48-72 hours is required.



**No Substitutions**: The City requires the brand name as specified and will not allow substitute products.

**Contract Term**: This contract shall be for one year, with three one-year extensions allowed at the option of the City. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

**No Guaranteed Contract Utilization**: The City does not guarantee utilization through any resultant contract. The solicitation may provide estimates of utilization solely to help Vendors 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 Vendor pool, to invite additional Vendors 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.

If the City awards multiple contracts to form a vendor pool, this ITB established competition compliant to City competitive proposal laws; the City Project Manager may place an order with any pool vendor or may solicit multiple quotes to select among the pool vendors. If departments request quotes, the Vendors must use the costs and hourly rates in the contract.

**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 of time, 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 Vendor 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 Vendor.

**Trial Period and Right to Award to Next Low Vendor:** A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, vendors 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 mutual agreement with that Bidder. Any new award will be for remaining contract work and is also subject to a trial period.

**Background Checks and Immigrant Status**

Background checks will be required at certain locations for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. 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

***Schedule, Orders, Delivery***

**Order Desk:** The successful vendorshall provide a telephone service or “order desk” to receive calls from City departments for advice or assistance, recommendations on products, parts, and repairs, and for receiving and processing of phone orders. The Order Desk shall be available from 7:00 a.m. to 5:00 p.m. all business days except City holidays. If your standard operating hours are otherwise, notify City Purchasing. Depending on the Department needs, hours similar to, but not exactly the same as the 7-5 schedule may be accepted by the City as compliance to this requirement.

**Adequate Inventory and Response Times:**  The vendor shall provide 24-72 hours on site response time for most new service requests placed by the City.

**No Minimum Order Quantities:** There will be no minimum order quantities for any resultant contract.

**Warranty:**  The Vendor warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the City may reasonably determine is the responsibility of the Vendor, for a minimum of ninety (90) days after final acceptance and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.

**Right to Replace Products & Product Discontinuance: If** the manufacturer discontinues or replaces a product, Vendor may request the City accept a substitute product for the contract. Pricing for a product replacement or substitute must be the same discount rate as provided to the City on the original product.

**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.

***Environmental Specifications***

**Environmental Standards**: Unless notified otherwise by the Vendor, products bid will be compliant to USEPA Standards published by the USEPA, unless specified otherwise.

See USEPA Standards at: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**PBT Free Specification - Persistent Bioaccumulative Toxic (PBT) Chemicals – Mercury, Dioxin, PCB. PBDE, Lead, PVC and other:** The City of Seattle adopted Resolution #30487 in 2002 which requires City Purchasing differentiate products that contain PBT chemicals and that release PBT chemicals during production or disposal, from those products that do not, and requires City Purchasing reduce acquisition of products that contain or release PBT chemicals. This includes mercury, dioxin, PCB, PBDE (polybrominated diphenyl ethers, i.e. flame retardants), and others identified by the State of Washington, Department of Ecology see <http://www.ecy.wa.gov/programs/hwtr/RTT/pbt/>.

If a Bidder has a product that contains or releases any PBT materials, Bidder must immediately notify the City Buyer. Should the City determine there is no reasonable or economically feasible substitute, the City may amend allow for, or provide a maximum of 10% preference for, products that include or release the least PBT chemical practical. The City may reject Bids with PBT materials. Additional information is at: <http://www.ecy.wa.gov/toxhaz.html>. The City Council Resolution is below:



The City has collective bargaining agreements which govern City utilization of Vendors to perform services and require departments to notify the union before contracting for services.

**Independent Contractor:** The City provides contract and project management, managing deliverables, schedules, tasks, and contract performance. This is distinguished from an employer-employee. This contract prohibits vendors from supervising and/or being supervised by a City employee. Supervision includes a City Employee Performance Evaluations, preparing and/or approving City timesheets, administering discipline, and similar actions. Contract workers shall not be given City office space unless provided for below, and for no more than 36 months without authorization from the City.

The City will not provide space in City offices for performance of this work. Vendors must perform work from their own office space or in the field, as appropriate to the work.

**Fair Worker Compensation for City Service Contracts.**

The City has a strong commitment to ensure fair wages to all those that work on city contracts. The City uses the published state prevailing wage rates for various crafts and trades, as a measure of a fair wages for each worker.

Some types of service work, such as janitorial and groundskeeping services, the industry may have a practice of “subcontracting” to owner/operators or other small firms. Such arrangements do not assure a “prevailing wage” payment structure to those performing the work.

For all applicable City contracts for services, where work has a prevailing wage category, the following shall apply as responsibilities for the Contractor:

1. Before contract execution, the Contractor must submit a list of each worker who shall perform the services. The list must include the name, likely hours and days of work on the city job location, wage classification, hourly wage and benefit for each, contact information for the worker, and the primary language spoken by the worker. The list must be given to the City Buyer as a condition of contract execution and whenever changes to the workers occur. Should a background check be required, the Contractor must also provide names in accordance with background check instructions as given in the contract.
2. The City Buyer prohibits contractors of any tier from subcontracting without written advance approval before contract execution.
3. All workers must be paid the equivalent of state prevailing wage and benefits for groundskeeping or janitorial workers, whether the worker is a subcontractor or an employee. An owner/operator or sole proprietor must also be paid the same wages and benefits as if they were a worker/employee. The Contractor must assure all workers are paid that equivalent, and will have responsibility and liability for any amounts owed to workers.

**Federal Funding Requirements**

**Davis-Bacon Act:** If this work has federal funding, this contract is subject to prevailing wage requirements for the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), for any applicable wage category. The Contractor and all subs must comply with Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O’Hara Service Contract Act for services), as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). The Contractor and every Subcontractor shall then pay the greater between State Prevailing Wages or federal David Bacon wages, on a classification by classification basis. Contractors are required to pay wages not less than once a week. Contractor shall report suspected or reported violations to the City. <http://www.wdol.gov/dba.aspx#3>.

**Prevailing Wage Requirements:** This contract is subject to prevailing wages per RCW 39.12 (Prevailing Wages on PublicWorks) 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 vendor 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.

**Note New Requirement:** In 2018, the legislature passed [ESSHB 1673 (app.leg.wa.gov)](https://app.leg.wa.gov/billsummary?BillNumber=1673&Year=2017) adding this training requirement to the responsible bidder criteria in [RCW 39.04.350](http://app.leg.wa.gov/rcw/default.aspx?cite=39.04.350) and [RCW 39.06.020](https://app.leg.wa.gov/rcw/default.aspx?cite=39.06.020). Beginning July 1, 2019, all businesses are required to have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption before bidding and/or performing work on public works projects. In 2018, the legislature passed [ESSHB 1673 (app.leg.wa.gov)](https://app.leg.wa.gov/billsummary?BillNumber=1673&Year=2017) adding this training requirement to the responsible bidder criteria in [RCW 39.04.350](http://app.leg.wa.gov/rcw/default.aspx?cite=39.04.350) and [RCW 39.06.020](https://app.leg.wa.gov/rcw/default.aspx?cite=39.06.020)

Filing Intents: The awarded Contractor and all subcontractors must file Intent to Pay Prevailing Wage Form(s) concurrent to contract execution and as otherwise required.

1. 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.
2. 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.
3. 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.
4. In certain situations, the Intent is required but the wages may be exempt. The Vendor 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.
5. 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, waxers, shampooers, and window cleaners).
6. 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.
7. With each invoice, attach or write a statement that wages paid were compliant to Prevailing Wage rates, including the Contractor and any subcontractors.
8. Annually upon contract completion, file Affidavit 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 affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).
9. 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 as long as the employer provides a copy of the Intent form to the employee upon request.
10. 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. For maintenance service contracts greater than one year duration, such as building service maintenance contracts (janitors, waxers, shampooers, and window cleaners) and other multi-year service contracts where prevailing wages are required, the Vendor and subcontractors must pay at least the prevailing wage rates in effect at time of bid throughout the duration of the contract.
2. Each contract anniversary, Vendor and subcontractors shall review the current Prevailing Wage Rates. The Vendor 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. Vendor and subcontractors shall file an affidavit 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 Vendor requests a price increase under the price increase request requirements provided earlier within this agreement. The Vendor 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 in regard to 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.

**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.

1. **BID INSTRUCTIONS & INFORMATION**

**Registration into City Online Business Directory:** If you have not previously completed a one-time registration into the City Online Business Directory, we request you register at: www.seattle.gov/obd. The City Online Business Directory is used by City staff 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 vendor 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.

David Stubblefield

206-684-0452

[david.stubblefield@seattle.gov](mailto:david.stubblefield@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. Vendors need not attend to be eligible to submit a Bid. The meeting answers questions potential Vendors may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Vendors 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. Those unable to attend in person may participate via telephone. The Buyer will set up a conference bridge for Vendors interested in participating via conference call. Contact the Buyer at least two days in advance of the conference when requesting access by phone.

**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 Vendor of any responsibilities herein or in any subsequent contract. The Vendor is responsible to assure they received responses to the questions if issued.

**Changes to the ITB/Addenda:** A change may be made by the City 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 Vendors 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 Vendor 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**

Number all pages.

The City may designate page limits. Pages that exceed page limits will be excised from the document for evaluation.

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.

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.

**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 lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.

**Paper Copy Submittal:** One (1) original, and one (1) copy of the 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 |

1. 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.
2. 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.
3. 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:** Vendor shall provide their Offer on the City forms, indicating unit prices for each item if applicable, attaching additional pages if needed. In the case of difference between the unit price and the extended price, the City shall use the unit price. The City may correct the extended price. Unless specified otherwise, Vendor shall quote prices F.O.B. Destination, with freight prepaid and allowed, US Dollars.

**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, Vendor 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 Vendor impose additional costs for such purchases, the Vendor is to name such additional pricing as a supplement to their offer.

**Contract Terms and Conditions:** Vendors shall carefully review all specifications, requirements, Terms and Conditions (see Attachment #1), 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 Vendor’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 Vendor object, do so before the bid due date.

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

**Prohibited Contacts:** Vendors shall not interfere in any way to discourage other potential and/or prospective Vendors 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 Vendor or another person acting on behalf of the Vendor) 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 Vendor that initiates such contacts may be rejected from the process.

**Vendor Responsibility to Examine Documents:** Vendor is responsible to examine all specifications and conditions thoroughly, and comply with specifications and terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and 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.

**Vendor Responsibility to Provide Full Response:** It is the Vendor’s responsibility to provide a full and complete written response and Offer Form that does not require interpretation or clarification by the Buyer. The Vendor is to provide all requested materials, forms and information. The Vendor must ensure the Offer accurately reflects Vendor 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 Vendor, or to seek clarifications from Vendor 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 vendor 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 Vendor may change its bid provided the change is initialed and dated by the Vendor. 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:** Vendors are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Vendor’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 “Vendor 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 Vendor 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 located 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, Vendors must furnish evidence of the Vendor'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 Terms and Conditions shall apply, unless modified by further materials within this solicitation. If formal proof of insurance must be submitted to the City before execution of the Contract, the City will remind the successful Vendor in the Intent to Award letter. The apparent successful Vendor 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. Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Vendor is selected as a finalist. Vendors may elect to provide the requested insurance documents within their Bid.

***Proprietary Materials***

The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature’s website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you have any questions about disclosure of the records you submit with your bid, please contact City Purchasing at (206) 684-0444.

***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 Form as part of Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (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 make your request at the City of Seattle’s Public Records Request Center at [www.seattle.gov/public-records/public-records-request-center](http://www.seattle.gov/public-records/public-records-request-center).

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

**No Gifts and Gratuities:** Vendors 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 Vendor. 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 vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees:** If a Vendor 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 Vendor 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 Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

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

**No Conflict of Interest:** Vendor (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 Vendor 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 call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov).

1. **BID SUBMITTALS**

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

1. 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>.
2. Minimum Qualifications: This response is mandatory. The determination you have achieved all minimum qualifications is made from this or similar document alone, and therefore, the Buyer is not obligated to check references or search other materials in your bid to make this decision.



1. Vendor Questionnaire: This response is mandatory. Submit this questionnaire even if you have sent one in to the City on a previous bid.



1. Bid Offer Form: This response is mandatory.



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 |  |
| Letter of Bond Commitment | Mandatory |
| Minimum Qualifications | Mandatory |
| Vendor Questionnaire | Mandatory |
| Bid Offer Form | Mandatory |

1. **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), WMBE Inclusion Plan, and technical minimum requirements if any (delivery date, required specifications 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 Vendors or only as needed to determine the lowest responsive and responsible Vendor.

**Specifications:** Before tabulating price, the City evaluates Vendor compliance with specifications and bid requirements.

**Pricing:** Items on price sheets shall then be calculated for award. Hourly rates and percentage discounts will be multiplied by a set number of units required for an item total. Item totals will be totaled for all items for a tabulated total. If any cost item is missing from a bidder Offer Form, the City reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

**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 vendors 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.

1. **AWARD AND CONTRACT EXECUTION**

The City Buyer intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation. Please note, however, there are time limits on protests to bid results, and Vendors 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.

**Limited Debriefs:** The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

**Instructions to the Apparently Successful Vendor(s):** The Apparently Successful Vendor(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 or Purchase Order. The Vendor 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 Vendor 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 Vendor, 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 Vendor(s) should anticipate that the Letter will require at least the following. Vendors 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 Insurance Broker if applicable
4. Special Licenses (if any)
5. Proof of certified dealer status (if applicable)
6. Intent to Pay Prevailing Wage Online Registration (if applicable) for Prime and all Subcontractors
7. Contract Bond (if applicable)
8. Supply a Taxpayer Identification Number and W-9 Form

**Taxpayer Identification Number and W-9:** Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Vendor 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 **(07/25/2019 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.