

**Invitation to Bid #CTY-5435**

**Title: Portable Toilet Rental and Servicing**

Table 1: Solicitation Schedule

|  |  |
| --- | --- |
| **Event** | **Date** |
| ITB Issued | 08/27/2021 |
| Pre-Bid Conference (Optional)   |  | | --- | | [Join meeting](https://seattle.webex.com/seattle/j.php?MTID=mf68bf5cc20757d96d2938aadc35f3b50) | | 09/01/2021; 10:00AM |
| Deadline for Questions | 09/09/2021 |
| Sealed Bids Due to the City   |  | | --- | | [Join meeting](https://seattle.webex.com/seattle/j.php?MTID=m026b1ed792733dd200609ce572d4a8af) | | 09/15/2021; 2:00PM |

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 5 “BID INSTRUCTIONS AND INFORMATION” or as amended.

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# BACKGROUND AND PURPOSE

## Purpose:

The purpose of this Invitation to Bid is to solicit bids from interested and qualified Vendors to rent and service temporary portable toilets as rental units in various locations for the City of Seattle to be determined by the City’s Project Managers. Selected vendors will also provide service to city-owned portable toilets and truck mounted chemical toilets.

The City has portable toilets in use at various locations. Some of them are rentals and some of them are city-owned. Rentals include temporary placements for special events, long term monthly rentals for specific sites, emergency rentals and short-term rentals of 7 to 30 days to meet internal business needs. The City of Seattle has been under contract for these services with two different vendors for several years. We have no options to extend beyond the present terms. The value of the contracts expiring 05/31/2022 is estimated at $1,000,000 annually. Existing contracts will be closed and replaced with those awarded through this solicitation

The City seeks to create contracts with winning companies, to provide on-call Rental & Servicing of Portable Toilets-Citywide, as needed by the City. The City would call the contractors when needed. City departments will request quotes from one or more of the contractors. Contractors will provide quotes using the rates and costs listed in the contract.

## 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 vendors, selecting the vendor 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:

• Provide responsible and experienced contractors that are properly permitted and licensed and can provide dependable services consistent with all state and local laws.

• Provide a responsive source for portable toilets, accessories, and service to City Departments, with the ability to provide rapid response for new placements, service or changes in specific locations as specified by the City’s Project Manager.

• Provide service seven days per week including holidays if necessary. Frequency of service shall be determined by the City’s Project Manager. Contractors must also be capable of servicing city owned units. City owned units may be portable or truck mounted.

## 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. A licensed contractor with the State of Washington Department of Labor and Industries.
2. In business for at least two years, providing these services.
3. Must have a Wastewater Discharge Permit per (WAC 173-308).

# 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 an 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 weblink 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 <https://www.seattle.gov/license-and-tax-administration/business-license-tax-certificates>.

## 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 must be supplied by the Vendor at no additional cost to the City.

# SPECIFICATIONS AND SCOPE OF WORK



## Contract Term:

This contract shall be for five years, with one two-year extension allowed at the option of the City. The Vendor may provide a notice to not extend but must provide such notice to the City at least 60 days prior to the 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 may be required 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/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 five (5) business days’ response time and delivery for most new orders placed by the City. Vendor will maintain adequate inventory to stock and provide same-day response on the most frequently ordered items, allowing City employees to purchase products or parts at the Vendor location within the same-day of placing the order.

### Delivery Option:

The Vendor shall provide a delivery service for routine orders. The Vendor will pick up or deliver products to the City location specified. There will be no charge for delivery, unless specified in the Bid.

### Delivery/Shipping:

Materials supplies and/or equipment must be delivered within 5 calendar days after the City has placed an order.

### 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 or 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:

### Green Seal Products:

Vendor shall use Green Seal, Eco Logo or other certified cleaning products as approved by the City, for cleaning and janitorial work. All Cleaning products, floor care products and other appropriate products must carry a Green Seal certification. The Bidder shall identify products the Bidder intends to use at City facilities and list them on the Offer, with a note to confirm Green Seal certification. The City has contracts with vendors who can supply Green Seal products at City contract pricing. For the list of vendors, contact the City Buyer.

### 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 <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Addressing-priority-toxic-chemicals>.

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:



## 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.

## Work Order Quotations for Pool Contracts:

For pool contract awards, City departments may request quotes from one or more of contract vendors in the pool. Vendors must issue quotes using unit prices in the contract. The City Project Manager shall describe to the companies the following information, and provide it by phone or fax to the pool Vendor: Description of work, Date work must start and /or be completed by, Special materials, parts, or equipment needed to complete the work, Location of the work, Time and date the quotation is due, Name, phone and fax numbers, of the City Project Manager, Other special information required to successfully perform the work. Firms shall respond before quotes are due. Firms who cannot quote are asked to reply back with “no bid.” If multiple quotations were solicited, the City Department will award to the lowest responsive quote and notify others not selected. A purchase order number shall be provided to the selected Vendor. After inspection that approves the completed work, the Vendor will invoice using the departmental purchase order number.

## 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.

## 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.

# BID INSTRUCTIONS AND 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)

**Virtual Pre-Proposal Conference:**

The City shall conduct an optional Pre-Bid conference (see date and time page 1), via WebEx using the information below. 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.

## 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 are 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/purchasing-and-contracting/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.

* 1. **Submittal Requirements:**
     1. **COVID-19 Procedures:**

Bid submittal and Bid Opening procedures have been changed in response to COVID-19 health and safety measures. Bids shall be submitted using the electronic process provided for below or delivered by U.S. mail or courier services (hand-delivery is only allowed via courier service).

* + 1. **Submission Formatting:**

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. If a USB flash or thumb drive is requested for this submission, the submitter has full responsibility to ensure that any files on the USB flash or thumb drive match the official paper or electronic copy submitted.

* + 1. **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 decide as to lateness.

**Electronic Copy Submit**

Bidders to 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, 25 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.

Table 2: Paper Copy Submittal Addresses

|  |  |
| --- | --- |
| **Physical Address (Courier such as FedEx, UPS, etc.)** | **Mailing Address (For U.S. Postal Service mail)** |
| Purchasing and Contracting Seattle Municipal Tower 700 Fifth Ave Ste 4350 Seattle, WA 98104 | Purchasing and Contracting Seattle Municipal Tower P.O. Box 94669 Seattle, WA 98124-4669 |

1. Paper-copy submittals should be in a sealed box or envelope marked and addressed with the PC 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 must be received electronically or by mail 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.
   * 1. **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 decide as to lateness.

* + 1. **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. 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. Please double-side submittal.

## Bid Opening:

Bids shall be publicly opened by the City at the date and time specified. Due to social distancing practices in place in response to COVID-19, Bidders wishing to attend the bid opening must do so through WebEx by accessing the following:

**When it’s time, join the WebEx meeting here:**

|  |
| --- |
| [Join meeting](https://seattle.webex.com/seattle/j.php?MTID=m026b1ed792733dd200609ce572d4a8af) |

## 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, nonprofits 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 “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.

## ProprietaryMaterials:

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 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 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 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 206-684-8500 with questions.

# 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):

## Legal Name:

Submit a certificate, copy of webpage, 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>.

## 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.



## Vendor Questionnaire:

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



## Bid Offer Form:

This response is mandatory.



## Lobbying Certifications/Standard Form LLL (SF-LLL) Disclosure of Lobbying Activities

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.

|  |  |
| --- | --- |
| **Form** | **Type** |
| Cover Sheet |  |
| Legal Name |  |
| Minimum Qualifications | Mandatory |
| Vendor Questionnaire | Mandatory |
| Lobbying Certifications/SF-LLL | Mandatory |

# EVALUATION

## Responsiveness and Responsibility

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. Item pricing 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 an error in math occurs, unit pricing will be considered the correct price and will be used. 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.

# 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.

## 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. Wastewater Discharge Permit per (WAC 173-308)
6. 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

