

Invitation to Bid #TRN-3425
Title: Emergency Snow and Ice Removal
Closing Date & Time: 1/8/2015; 4:00PM

Table 1: Solicitation Schedule

Event	Date
ITB Issued	12/17/2014
Pre-Bid Conference (Optional)	12/19/2014; 2:00PM
Deadline for Questions	12/23/2014
Sealed Bids Due to the City	1/8/2015; 4:00PM

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

1. BACKGROUND AND PURPOSE

Purpose:

The City of Seattle (the City) is seeking vendor(s) to provide emergency snow removal services in the case of a significant snow and/or ice event in which the City cannot remove snow in a timely manner with existing resources.

This contract will supplement crew forces during a significant snow event. The contract is intended to provide additional on call equipment for loading and hauling snow when snow levels are so great the snow must be disposed of off-site. Because of the nature of the work, the use of the contract will vary greatly from year to year.

The City seeks a vendor that can provide the City access to snow removal equipment. The City is requesting a combination of snow removal equipment, including 1 motor grader, 12 wheel loaders, 24 double axel dump trucks (10-12 yards), and 12 light stands with self-contained diesel or gas generators. These pieces of equipment would need to be on-site within 24 hours of notification.

Vendor may subcontract trucks as needed and City will reimburse at prevailing rates. The vendor would also provide a skilled and licensed operator for each piece of equipment.

The City desires services that are guaranteed, first-priority and first-response, although will accept and consider bids from vendors that offer an alternative for the City.

The City desires vendor capable of full mobilization within no less than 24 hours after verbal notice from the City, although vendors may submit an alternative mobilization schedule.

The City expects an annual retainer (readiness fee) of \$20,000.00 unless otherwise proposed and agreed upon and hourly rates for each piece of equipment/operator called into service, a separate reimbursement for supplies/dump fees (unless rolled into the hourly rate) and a Supervisor rate. Companies are asked to bid costs in that format. See the Specification Section (Section #5) for additional detail.

Background:

The City of Seattle is working to ensure a maximum resource if an unpredictable snowfall occurs. Snowstorms above a certain magnitude that hit in the middle of a weekday, while commuters are at work and must return home, will always cause disruption and delays; however, the city's Snow and Ice Response Plan intends to effectively respond to most situations.

SDOT coordinates with outside agencies including the Washington State Department of Transportation (WSDOT), King County/Metro, the Seattle School District, and area hospitals as needed during snow and ice events. A Seattle Police Department (SPD) Officer may be stationed at the Charles Street Command Center to facilitate co-ordination between SPD and SDOT. SDOT snow and ice responses are coordinated with the City's Disaster Preparedness and Response Plan.

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

2. SOLICITATION OBJECTIVES

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

- Secure 24/7 emergency response capability and ensure equipment and labor will be available in the event of a major snow storm.
- One company to fill the entire need, or if necessary multiple awards for combined contracts that together can provide an efficient, coordinated response;
- Rapid response and full mobilization of equipment and crews at the designated City location, as rapidly as possible and preferably within 24 hours, after receiving verbal notice from the City.
- Experienced crews that are familiar with City needs, response, local City streets and environment.

3. 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:

- Guaranteed 24x7, first priority response, where the City is the first and top priority customer
- The minimum equipment needed is 1 grader supplemented by some or all of the remaining requested equipment.
- Skilled licensed operators for each piece of equipment

4. 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 <https://dea.seattle.gov/self/> For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484, The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.

The City of Seattle website allows you to apply and pay on-line with a credit card if you choose.

If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below.

Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the 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.



Seattle-business-licen
se-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.

5. SPECIFICATIONS AND SCOPE OF WORK

SDOT is requesting a combination of snow removal equipment, including 1 motor grader, 12 wheel loaders, 24 double axel dump trucks (10-12 yards), and 12 light stands with self-contained diesel or gas generators. These pieces of equipment would need to be on-site within 24 hours of notification.

The City expects an annual retainer (readiness fee) of \$20,000.00 unless otherwise proposed and agreed upon, a mobilization fee, and hourly rates for each piece of equipment/operator called into service, a separate reimbursement for supplies/dump fees (unless rolled into the hourly rate) and a Supervisor rate.

Contract Specifications:

The work may include, but is not limited to, snow plowing of streets, roads, parking lots and approaches, as specified, snow removal of accumulated snow as requested, sanding of de-icing services if requested by the City and mutually agreed with the Vendor, and other related miscellaneous services. Such services are primarily for significant snow and/or ice response, however may be for other services regarding similar crews. All services shall be on public roadways or City of Seattle owned properties, with both public and employee traffic.

Costs:

1. Annual retainer/readiness fee of \$20,000.00 unless otherwise proposed.
2. Hourly Rate for Equipment including Operator: The vendor will quote a cost per hour for work performed, for each piece of equipment (and associated operator) called out for duty. The cost per hour shall include the equipment, the operator, overhead, fuel, mobilization costs, and any other related costs. The City requests the hourly rate be based upon a maximum 12 hour work shift. The Vendor shall include in the hourly rate costs to get mobilized to and from the staging site specified by the City, for Wheel Loaders and/or Graders or Dump Trucks.
3. Supervisor: The City seeks a unit price per hour for a supervisor with pickup truck to coordinate equipment mobilization, equipment operators, and oversee snow removal operations, if needed. The City will determine if a supervisor is required.
4. Overtime Rates: The Vendor shall also quote an Overtime rate, that will be available if the equipment and associated operator is required by the City to work overtime hours. This Overtime rate will not be billed unless approved by the City. The Bid asks the Vendor to describe any Vendor parameters about how the vendor applies overtime rates to your crews.
5. Supplies: The Vendor may also include the cost or may bill separately (at-cost with mark-up) to cover supplies for replacement of cutting edges wearing out due to prolonged asphalt/concrete grading, tire damage from objects covered by snow, chain replacement, striking manhole ring above grade that are covered by snow, and related.
6. Dump Location and Fees: Dump location will be determined by SDOT. If there are any costs for dump fees, that will be an additional billable expense at the actual cost.

Call to Begin Work: The Vendor shall provide on-call emergency snow removal services upon a call from the City. No plowing shall begin without verbal authorization from the City. Work shall be continuous until all plowing and hauling has been completed.

Safety: Safety is of utmost concern and the Vendor is viewed as an asset assisting the City in providing roadways that are free and clear of snow, ice and related obstructions to maintain conditions that are safe for vehicular and pedestrian traffic during inclement weather. To this end, the Vendor, in the course of providing snowplowing services will monitor and report ongoing conditions to designated City personnel, and shall make recommendations for snow removal, sanding and de-icing as dictated by found conditions that may compromise vehicular and pedestrian safety. In the event that a City representative is not able to be reached (after hours) the Vendor is authorized to implement measures which, in the Vendor's judgment, are necessary to mitigate potential safety issues, such as the application of sand or deicer.

Guaranteed Equipment and Crew: The City and Vendor shall agree upon the amount of equipment that the Vendor can offer, the amount that can be guaranteed and the response time that the Vendor is able to guarantee. The City seeks (from one vendor or, if necessary, through award to a combination of vendors) at least 64 road graders and/or wheel loaders, which are in good operating condition that are fueled and ready for snow response without advance notice. As part of the bid, the Vendor should list the equipment the Vendor intends to offer, including whether the equipment is owned and currently within the Vendors equipment inventory, whether the Vendor must subcontract or rent the equipment, or whether the Vendor plans to acquire the equipment in the future or upon award.

The City is entitled to view and inspect the equipment for purposes of verification, either prior to bid award or at any time during the life of the contract. Such inspection does not make the City responsible for compliance to the readiness or operating condition of the fleet. The Vendor will notify the City of changes in the mix and profile of the equipment (while always meeting or exceeding the minimum of road graders and wheel loaders that the Vendor guaranteed through the bid and the resultant contract).

The City prefers equipment that is clearly marked with a visible company name/logo that is of sufficient size and visibility to clearly identify the company by a pedestrian or observer.

The Vendor must provide skilled operators for each piece of equipment that the Vendor proposes. Each operator must have a current Commercial Driver's License (Class A) in effect at the time that the operator is called into service. The City seeks the names and licensing status of the existing crew in order to evaluate the capacity and experience that the vendor currently has, although the City recognizes that the operators may change during the term of the contract and/or that licensing status on an individual operator may also change during the course of the contract. The Vendor shall provide the names and experience to the City, for verification prior to bid award or at any time during the life of the contract.

The Vendor will also be asked to provide a supervisor that can be available for the operators that the Vendor has proposed. The Supervisor may be asked to supervise only the crew provided by the Vendor, or may be asked to supervise a combination crew.

Communications/Radios: The Vendor shall indicate a communications system that would be used during a call-out, and the City will evaluate and/or discuss the communications system to find an agreeable solution acceptable to the City. The system would be used to communicate, receive and respond to changes in City instructions during a snow event, including dispatching crews to different locations, changing response locations, and similar updates.

Guaranteed Priority Customer Response: The City seeks bids for the optimum guarantee that the Vendor can offer. The City would most desire, although will accept and consider bids of a lesser guarantee, the following: guaranteed services to the City, first-priority and first-response, from the Vendor, without any competing customer. If the Vendor has dispatched some of their equipment or crews, and the City calls for a response, the City seeks a guarantee of immediate and full mobilization to the City. Any other call-outs to other customers would be immediately reversed, if needed to provide units as guaranteed under the contract.

Response Time and Hours of Service: Service shall be available and prepared to work 7 days a week. The Proposer should specify the time required by the Vendor to begin mobilization, although the City desires mobilization that could begin within one hour after notification. The Vendor shall mobilize as soon as possible. The Vendor should indicate if they can mobilize within 24 hours after the call regardless of conditions, and should specify any limits that the Vendor would have on that capacity.

The Vendor will be responsible to ensure all crews and supervisor report to the designated yard at the time specified by the City. Crews shall not work overtime hours unless approved by the City, and in no case will the Vendor allow crews to work more overtime hours than considered by the Vendor to be safe and that allow for safe rest periods between shifts.

Notification Alert to Vendors: The City will provide the Vendors as much advance notice as the City is able, for dispatching of equipment mobilization in order to avoid travel during peak traffic and/or during inclement weather (unsafe road conditions).

Back-Up Crews: The Vendor may offer back-up crews, once the original crews have worked the maximum number of emergency response hours that can be safely performed within a given period of time.

Pre-Season Snow Management Meeting: The Vendor, when requested, would meet annually with City representatives prior to the snow season to discuss Contract performance in detail. At this meeting Vendor shall provide names and home phone numbers of all personnel to be contacted by the SDOT Operations Director when The Vendor's services are required. At the same meeting, the City will provide Vendors with the names and phone numbers of designated snow coordination personnel. Any changes after the pre-season meeting will be given in writing to the Vendor(s). The Vendor will also provide a list of all equipment, allowing the SDOT Division Director to view the equipment upon request, and shall replace or upgrade equipment if needed to ensure and guarantee good operating condition.

Damages: The Vendor will not be held liable for any damage caused to landscaping, curbs, and sprinklers that are hidden by snowfall or piles of snow as long as reasonable care and caution has been used to prevent such damage from occurring.

Standard liability and insurance requirements are also named in the Contract terms and conditions within this solicitation document. If the Vendor requires or requests changes, the Vendor must do so within their bid package. Identify whether such changes are desired, or whether the Vendor must have the change as a requirement of contracting. The City reserves the right to reject those that require changes not acceptable to the City. Unless negotiated otherwise, the City would require that damage caused to buildings, posts, fences, automobiles or any other such readily visible objects will be repaired by the Vendor as soon as practical at the Vendor's expense. In the event repairs are not made in a timely manner, and after seven (7) days written notice, the City will have the right to have repairs made or to make repairs with the full cost reimbursed by the Vendor. If damage occurs after the Vendor provides written notice that there is insufficient space to pile snow safely the City will assume liability for that damage until the unsafe condition is remedied.

Sanding, De-icing, Snow pile removal: The City does not intend to use this Vendor for such additional services, however may request one (or more) Vendor(s) to respond with such services if the Vendor has equipment and is available to do so. Such services shall be charged at an hourly rate if needed. When requested through a call from the City, the Vendor will begin the application of sand as soon as possible and at a mutually agreed upon time, in accordance with instructions from the City project manager. If sanding or de-icing is required, the City may provide the materials, or the City may instruct the Vendor to access City of Seattle contracts to purchase such materials directly, or the City may specify and request the Vendor to supply the necessary materials. If the Vendor provides such materials, the City shall pay the mark-up specified on the Offer, and if none, as otherwise agreed. The Vendor shall not be asked to stockpile supplies, unless specifically requested by the SDOT Division Director at the Annual Pre-Season meeting or otherwise.

24 Hours Access Phone: The Vendor shall have a phone to receive a request for services from SDOT, 24 hours a day, seven days a week, without exception. The Vendor may provide multiple contacts to ensure response, and shall clearly specify the order of contact.

Publicity: The City will provide instructions to the Vendor about media inquiries, interview requests, or similar events. The Contract also contains provision that includes instructions on publicity.

Snow Management: Do not push snow onto islands that have shrubs or trees. Never push or pile snow into handicapped stalls, access aisles or ramps. Do not allow snow to pile so deeply by side of road that owners will not have access to their vehicles. Do not push piles near intersection. At no time shall the Vendor push, haul or dispose of snow into delineated wetland areas. Snow shall be removed to the outside edges of the shoulders to permit drainage for the road services, and to avoid blocking of drainage vents.

Contract Term: This contract shall be for five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention not to renew. 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.

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

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>.

Schedule, Orders, Delivery

Order Desk: The successful vendor shall 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.

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

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: <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>.

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.epa.gov/pbt/pubs/cheminfo.htm>.

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:



PBT Council
Resolution #30487 A

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.

7. BID INSTRUCTIONS & INFORMATION

Registration into City On-line Business Directory: If you have not previously completed a one-time registration into the City On-line Business Directory, we request you register at: <http://www.seattle.gov/html/business/contracting.htm>. The City On-line 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

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 Vendor 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/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.

Proposers are responsible to ensure Bids arrive at the City within the deadline. A late bid may be rejected, unless lateness is waived as immaterial by the City Purchasing and Contracting Services Director given fact-based circumstances. Late responses may be returned unopened or the package may be received by the City.

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 two (2) copies 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 98104-5042	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.

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 (Certificate of Registry #9173 0099K exempts the City). 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.

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.

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 Inclusion Plan is embedded 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: Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are **public records**. These records include but are not limited to bid or Proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10)8 describes those exemptions. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products

Bid Submittals: If you wish to assert exemptions in the materials in your bid, you must identify your exemption request in the Vendor Questionnaire in the Non-Disclosure Request Section.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

Requesting Disclosure of Public Records: The City asks proposers and their companies to refrain from requesting public disclosure of bid records until an intention to award is announced. This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with re-solicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please address your request in writing to: Zuzka Lehocka-Howell at Zuzka.Lehocka-Howell@seattle.gov. Instructions for how to make a proper request are available on-line at <http://www.seattle.gov/business/>.

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.



contractor-vendorbr
ochure[1].pdf

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.

7. 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.



Minimum Qualifications.doc

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



Vendor Questionnaire 11_15_

4. Bid Offer Form: This response is mandatory.



Bid Offer Form.doc

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	
Minimum Qualifications	Mandatory

Vendor Questionnaire	Mandatory
Bid Offer Form	Mandatory

8. EVALUATION

Responsiveness and Responsibility: City Purchasing shall review submittals to determine basic responsiveness (timely submittal, all required forms submitted, etc), responsibility (minimum qualifications, equal benefit determinations, etc), 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, and determinations of “or Approved Equal” alternates. If submitting an “or Approved Equal” the bidder must show the product is equivalent, by attaching comprehensive manufacturing specifications or other appropriate materials. The Buyer may also obtain a manufacturer line card to verify. If manufacturer materials differ from the Bidders materials, the Bidder must explain why or the Buyer may rely upon the manufacturer specification materials alone to make the determination.

Pricing: Items on price sheets shall then be calculated for award. Item pricing will be multiplied by a set number of units (hourly rate) 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.

9. AWARD AND CONTRACT EXECUTION

The City Buyer intends to provide written notice of the intention to award in a timely manner and to all 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.

No Debriefs: The City issues results and award decisions to all bidders. The City does not provide debriefs.

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. 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.



W9 2013.pdf

Attachments

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

Contract Terms and Conditions



Terms & Conditions
062314.doc

Insurance Requirements



Insurance
Requirements.doc