



City of Seattle
Invitation to Bid # SCL-2421

Title: Electric Utility Construction Equipment Rental Contract

Closing Date & Time: 03/19/09 @ 2: 00 PM

Schedule of Events	Date
ITB Release date	02/25/09
Optional Pre-Bid Conference	03/04/09 @ 10:00 AM
Deadline for Questions	03/09/09
Sealed Bids Due to the City	03/19/09 @ 2:00 PM

*The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.
All dates and times are Pacific Time.*

BIDS MUST BE RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME AT THIS LOCATION:
Mark the outside of your mailing envelope indicating ITB # SCL-2421

If delivered by the U.S. Postal Service, it must be addressed to:

Ginny Justiniano
City Purchasing
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, address to:

Ginny Justiniano
City Purchasing
700 5th Ave., #4112
Seattle, WA 98104-5042

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1. BACKGROUND AND PURPOSE.

Vendors are required to read and understand all information contained within this entire bid package. By responding to this ITB, the Vendor agrees to read and understand these documents.

Purpose:

To establish minimum requirements for the City of Seattle electrical utility construction equipment rental needs for various department projects throughout the year. These equipments will be rented on a daily, weekly and monthly basis as directed by the authorized City personnel. The City wishes to issue a blanket contract for five years with an option to extend for an additional five years with the lowest, responsive, responsible bidders.

Background:

The City has had a successful contract for construction equipment rental, however the contract had expired and does not have renewal options. Therefore the City will need to competitively bid this commodity to establish a new contract. The City's annual usage is approximately \$350,000.00. The City may require more or less usage and this estimate should not be construed as a purchasing obligation by the City.

Pool Contracts: With this solicitation, the City intends to build a pool of eligible, qualified and competitive contracts to provide these products and/or services. The City may place orders with any of the winning vendors, selecting the vendor that the City wishes to use in any manner that the City department placing the order chooses. The Department can select one, or the Department can ask for quotes or other information to select between the winning vendors. All quotes and work orders must be priced consistent to pricing stipulated in the contract.

2. SOLICITATION OBJECTIVES.

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

- Provide a range of products within the pool of contractors, so the City can use this contract for all their electric utility rentals needs;
- Provide skilled vendor(s) that has a strong record and experience, so the City is assured to get dependable equipment, responsive, expert customer service upon request;
- Achieve lowest possible pricing, adjustable and flexible to marketplace price variations.
- Establish contract(s) that can provide immediate response to the City's rental request.
- Provide an invoice that clearly displays the contract pricing, and adjustments when applicable, City requestors name and contact information in order to provide the City Account's Payable with a rapid and easy verification that proper pricing was invoiced to the City.
- Assure rapid delivery to specified City locations consistent with City business needs.
- Provide products during an emergency or disaster, with round the clock ordering during an emergency and priority to the City of Seattle during a disaster.

3. MINIMUM QUALIFICATIONS

The following are minimum qualifications and licensing requirements that the Vendor must meet in order to be eligible to submit a bid. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

- Vendor must have a minimum one year experience during which construction equipment rental has been the primary business service.

- Vendor must have successfully performed at least one contract with a public or private agency of similar size to the City of Seattle that has been active for a minimum of one year, with volumes and services that are similar to those expected by the City for this contract.

4. LICENSING AND BUSINESS TAX REQUIREMENTS

This solicitation and resultant contract may require additional licensing as listed below. If applicable, the Vendor needs to meet all licensing requirements immediately after contract award, or the City will retain the right to reject the Vendor.

As applicable, Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and, if applicable, a Seattle Business License. Such costs should be carefully considered by the Vendor prior to submitting their offer.

Seattle Business Licensing and associated taxes.

1. If you have a “physical nexus” in the city, you are required to obtain a Seattle Business license and have taxes due paid to date before the Contract can be signed.
2. A “physical nexus” means that you have physical presence. This includes: a building/facility located in the City, your make sales trips into the City, your own company drives into the City for product deliveries, and/or you conduct service work in the city (repair, installation, service, maintenance work, on-site consulting, etc).
3. We ask each company to specify whether they have “physical nexus” on the Vendor Questionnaire form which is provided later in this RFP package.
4. When applicable, 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.
5. When applicable, the apparent successful Vendor shall immediately obtain the license and ensure all City taxes are current, unless exempted by City Code. Failure to do so will result in rejection of the bid/proposal.
6. Questions and Assistance: The City Revenue and Consumer Affairs (RCA) is the office that issues business licenses and enforces licensing requirements. The general e-mail is rca.bizlictx@seattle.gov. The main phone is 206-684-8484. You may also call RCA staff for assistance: Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404.
7. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
8. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
9. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
10. Please note that 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.

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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#) and a Contractor License if required. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, 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 as a result of licensing shall be borne by the Vendor and not charged separately to the City.

Instructions and applications are at <http://www.dol.wa.gov/business/file.html>.

5. SPECIFICATIONS and SCOPE OF WORK: See Attachment#1.

ITB SCL-2421 Scope
of Work.doc

Contract Term: This contract shall be for five years, with one five-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 to not 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.

Not a Mandatory Use or Guaranteed Utilization Contract: The City does not guarantee utilization of this contract. The City may provide estimates of use or the value of prior utilization of similar contracts; such information is for the convenience of the Vendor and does not serve as a guarantee of usage under any contract signed as a result of this solicitation. The City reserves the right to multiple or partial awards, to terminate contracts under the conditions named herein, and/or to order quantities based on the needs of the City. These contracts are not intended to guarantee minimum quantities of work to a single vendor, and are not intended to guarantee a closed list of eligible Vendors for City use.

- The City reserves the right to use other contract sources to obtain these products or services, including such resources as State of Washington Contracts and other public agency contracts that the City of Seattle is eligible to use as a result of an Interlocal Agreement.
- The City may also periodically resolicit for new additions to the Vendor pool, to invite additional Vendors to submit bids or proposals for award. This may be done periodically at the City option. Use of supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Expansion Clause: Any resultant contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. The only person authorized to make such agreements is the Buyer from the City Purchasing Office of the Department of Executive Administration, City of Seattle. 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 vendors 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.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

Trial Period and Right to Award to Next Low Vendor: A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

No Minimum Order: There is no minimum order size for this contract.

Pricing and Invoicing

Prohibition on Advance Payments. The City does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Rates and Prices: Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. **Daily, Weekly and Monthly Rental Pricing:** For multi-year contracts that provide services. Original rates shall be fixed and firm for the first two years of the contract. Rate increases are at the discretion of the Buyer; and must also be:
 - The direct result of increases to wage rates and do not exceed the PPI Index or other appropriate service rate index agreed upon between the Buyer and the Vendor.
 - Incurred after contract commencement date.
 - Not produce a higher profit margin than that on the original contract.
 - Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
 - Be filed with Buyer a minimum of 45 calendar days before the effective date of proposed increase.
 - Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
 - The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Data is available at <http://www.bls.gov/ppi/>
 - The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 - Should not deviate from the original contract pricing scheme/methodology

Cost Reductions: Any cost reductions to the Vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Invoicing: The Vendor is required to provide a method for tracking the cost of the rental item to the City, with the City contract pricing that can be easily tracked and verified by the City with each invoice. Each invoice to the City shall specify the daily, weekly or monthly contract rate that the City receives, and applicable sales taxes to the City.

Credit on Invoice: The Vendor shall credit the City for time spent waiting for a new replacement caused by equipment malfunction from the total amount of equipment rental time contracted for.

Contract Number on Invoice: The Vendor is required to prominently print the City Contract Number on the Invoice.

Environmental Specifications

Delivery of Products and Services – Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires vendors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include “bucket” trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public’s enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. A reference sheet regarding the Anti-Idling provision is attached to provide further background.



anti Idling Seattle
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6. INSTRUCTIONS & INFORMATION.

Bid Procedures and Process.

This chapter details City procedures for directing the ITB process. The City reserves the right in its sole discretion to reject the Bid of any Vendor that fails to comply with any procedures outlined in this chapter.

Registration into City Vendor and Vendor Registration System.

If you have not completed a one-time registration into the City of Seattle Vendor and Contractor Registration system (VCR), we request that you register at this time at:

<http://seattle.gov/purchasing/VendorRegistration.htm>. Vendor & Contractor Registration System is used by City staff to locate your contract(s) and to search for companies to solicit for future bids on future purchase needs. Bids are not rejected for failure to register, however, if you win a contract and have not yet registered, it is expected that you will consent to placement into VCR. 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 shall be directed to the Buyer. The Buyer is:

Ginny Justiniano
206-233-7158
justing@seattle.gov

If delivered by the U.S. Postal Service, it must be addressed to:

Ginny Justiniano
City Purchasing Office
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, address to

Ginny Justiniano
City Purchasing Office

Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Buyer is advised that such material is used at the Vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the bid deadline, Vendors shall continue to direct communications to only the City Buyer. The Buyer will send out information to responding companies as decisions are concluded.

Pre-Bid Conference.

The City shall conduct an optional Pre-Bid conference at the date and time on page 1, at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Vendors are not required to attend in order to be eligible to submit a Bid. The purpose of the meeting is to answer 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 that were known as of this pre-bid conference.

Questions.

Questions are to be submitted to the Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer e-mail address (justing@seattle.gov). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Vendor of any responsibilities under this Bid or any subsequent contract. It is the responsibility of the Vendor to assure that they received responses to the questions if any are 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 in this acquisition. A change to this ITB will be made by formal written addendum issued by the City's Buyer. Addenda issued by the City shall become part of this ITB specification and will be included as part of the final Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda.

Receiving Addenda and/or Question and Answers.

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City intends to make information available on the City website. The City website for this ITB and related documents is: <http://www.seattle.gov/purchasing/pan.htm>

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

All Bids and Proposals sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder/Proposer that the Addendum was received and incorporated. However, the Buyer can reject the Proposal if it doesn't reasonably appear to have incorporated the Addendum. The Buyer could decide that the Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Proposer failed to incorporate the Addendum changes but that the changes were not material and therefore the Proposal may continue to be accepted by the Buyer.

Bid Response Date and Location.

- a) Bids must be received into the City Purchasing Offices no later than the date and time on page 1 or as revised by Addenda.
- b) **The City requires one original and one copy.** Bids must be submitted in a hard-copy original. FAX, e-mail or CD copies are not a substitute for the hard-copy original.
- c) Responses should be in a sealed box or envelope clearly marked and addressed with the Buyer, ITB title and number. If ITB's are not clearly marked, the Vendor has all risks of the ITB being misplaced and not properly delivered. The Buyer is not responsible for identifying bids submitted that are not properly marked.
- d) **Mark the outside of your mailing envelope to say "ITB #SCL-2421." This is important to proper handling of your bid!**
- e) The ITB response may be hand-delivered or must otherwise be received by City Purchasing at the location specified by the submittal deadline. Delivery errors will result if you aren't very careful to use the proper address given your chosen delivery method.

If the Bid is delivered by the U.S. Postal Service, it must be addressed to:

Ginny Justiniano
City Purchasing Office
PO Box 94687
Seattle, WA 98124-4687

If the Bid is delivered by other than the U.S. Postal Service, address to:

Ginny Justiniano
City Purchasing Office
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

- f) Please do not use binders or plastic folders, unless essential due to the size of your submission. The City prefers simple, stapled paper copies. If a binder is necessary, the City requests binders that are fully 100% recycled stock. Such binders are available from Keeney's Office Supplies at 425-285-0541. This reflects both the City interest to promote environmentally preferable practices for City employees and contractors performing City business, and to avoid heavy and bulky packages that require storage.
- g) City prefers submittals on 100% PCF Grays Harbor paper or equivalent, consistent with City policy and to encourage environmentally preferable practices for City business. Such paper is available from Keeney's Office Supplies at 425-285-0541.
- h) The submitter has full responsibility to ensure the Bid arrives at City Purchasing within the deadline. The Vendor shall assume full responsibility for the timely delivery at the location designed in this solicitation or as otherwise amended by the City. A Bid submitted or delivered after the time fixed for receipt of Bids will not be accepted. City Purchasing will determine whether a Bid is considered late. Responses arriving after the deadline may be returned, unopened to the Vendor; or City Purchasing may declare the Bid package late, unresponsive, and therefore not subject to evaluation; or may find that the Bid instead met the material requirements of timely delivery.

- i) ITB responses shall be signed by an official authorized to legally bind the Vendor.
- j) The City will consider supplemental brochures and materials. Vendors are invited to attach any brochures or materials that will assist the City in evaluation.

Bid Opening.

The Bid shall be publicly opened by the City at the date and time specified, at the City Purchasing office. The City requests Vendors honor the City effort to safeguard pricing or proposal information until an Intention to Award is announced. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law. Should any Vendor request pricing information prior to City award, all Vendors may be informed of such by the City.

Bid and Price Specifications.

Vendor shall provide Offer on forms provided by the City, indicating unit prices for each item, attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Unless specified otherwise on the Offer Form, Vendor shall quote prices with freight prepaid and allowed. Vendor shall quote prices FOB Destination. All prices are to be in US Dollars.

Do Not Mark your Offer Form with Exceptions nor add alternative boilerplate.

The City will reject bids that the Buyer finds to be taking material exception to the City specifications and City contract. Therefore, be careful that you do not add information or mark-up forms in a manner that may appear to be a change or exception. Do not take exceptions, do not offer alternatives (unless the City specifically requests), and do not mark the Offer with changes to specifications or the contract. Don't attach your own boilerplate. Even a request to consider an exception or an attachment "for our information" could result in rejection of your bid. This decision will be made in the sole opinion of the Buyer.

Partial and Multiple Awards.

Unless stated to the contrary in the Scope of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Vendors are to prepare pricing and Offers given the City's intention to utilize the right to a partial or multiple award, in the best interest of the City. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

Equal Benefits.

1. Vendors must submit an Equal Benefits Compliance Form with their ITB response (See Section – Response Format and Organization Section). If not submitted, your bid will be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form with your bid.
2. Fill out the form properly. It is essential to your standing in the evaluation process, so it is important to understand and complete the Form properly.
3. The Buyer can answer many of your questions. However, the office that handles special Equal Benefit issues for the City is the Contracting Services Section. The general phone number is 206-684-0430. If you have any questions, you may call either the Buyer or the Contracting Services Section to ensure you correctly complete the form properly before you submit your bid. If you are not receiving a response in the time frame you require to submit your bid on time, call the Buyer for direction.
4. There are 6 options on the Form to pick among. They range from full compliance (Options A, B, C), to several alternatives that require advance authorization by the City before you send in your bid (Option D, E), to Non Compliance. Select the option that is true of your company intention if you win an award. You are not allowed to change your answer after you submit the Form.
5. **IMPORTANT:** Fill out the form out to reflect the commitment you are making if you are to win an award. If you intend to be Equal Benefit compliant should you win an award, answer the form accordingly.

6. Definition of Domestic Partner: The Seattle Municipal Code defines domestic partner for purposes of compliance as follows (see SMC 20.45.010 Definitions):

“Domestic Partner” means any person who is registered with his/her employer as (having) a domestic partner, or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the Department.

Whether through employer registration or through a public agency registration, the definition of domestic Partner, by City Rule, can not be more restrictive than that provided below:

- Share the same regular and permanent residence; and
- Have a close, personal relationship; and
- Are jointly responsible for "basic living expenses" as defined below; and
- Are not married to anyone; and
- Are each eighteen (18) years of age or older; and
- Are not related by blood closer than would bar marriage in the (State in which the individual resides); and
- Were mentally competent to consent to contract when the domestic partnership began; and
- Are each other's sole domestic partner and are responsible for each other's common welfare.

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

If the employer does not have a registration system and does not intend to implement as part of the Equal Benefits compliance, the City of Seattle has a registration system as an option. Information is available at: <http://www.seattle.gov/leg/clerk/dpr.htm>

7. Note that if you have multiple offices, you can be compliant to Equal Benefits by offering Equal Benefits to only those employees in Seattle office locations and in those offices doing directly work on the City contract. Fill out the form with consideration of the locations that will be providing services in the Seattle contract:



EBlocationchart.doc

8. Option D and Option E are used only if you have an official waiver from the City before you submit your bid. Waivers are issued by the Contracting Services Section at 206-684-0430. You must request and receive the waiver before you submit your bid. If the Contracting Services Section staff are not available or not responding in the time frame you require, call the Buyer for assistance. If the waiver is not attached with your bid, the Buyer can change your status to non-compliance.

9. The Form provides the Buyer your declared EB status. However, the City issues the final determination of your EB status for purposes of bid evaluation.

10. If information on your form is conflicting or not clearly supported by the documentation that the City receives, the Buyer may reject your bid or may seek clarification to ensure the City properly classifies your compliance.

Equal Benefits makes a significant difference in your standing as a Vendor. Here are the evaluation steps:

11. If one or more vendors comply (having properly selected any options from A through E) then:

- Only EB compliant vendors continue towards evaluation.

- Any non-compliant vendor would be rejected and not evaluated. These include vendors that select the option of “Non Compliance” (they do not comply and do not intend to comply) or those that the City finds Non Compliant upon review (such as those that select Option D or E and do not have a waiver from the City to select that option, or where the form is blank, or where the Vendor worksheet proves non-compliance even if they checked a compliance option).
12. The City occasionally receives responses where every Vendor is non-compliant to EB. If every vendor is non-compliant then:
- All bids or responses that are otherwise responsive and responsible bids will continue forward for scoring and evaluation.
 - This is used when every vendor either selects Non Compliance (that they do not comply and do not intend to comply) or is found by the City as Non Compliant upon review.
13. The Equal Benefit requirements are established under Seattle Municipal Code 20.45. Compliance to the Equal Benefits statements made by the Vendor is required through the duration of the Contract. If the Vendor indicates that the Vendor provides Equal Benefits, and then discontinues during the term of the contract, this can cause contract termination and/or Vendor debarment from future City contracts. Equal Benefits may be audited at any time prior to contract award or during the contract. See the City website for further information: <http://www.cityofseattle.net/contract/equalbenefits/default.htm>

Affirmative Efforts for Women and Minority Subcontracting.

Under Seattle Municipal Code 20.42.010, the City finds that minority and women businesses are significantly under-represented and have been underutilized on City Contracts. Additionally, the City does not want to enter into agreements with businesses that discriminate in employment or service provision. The City intends to provide the maximum practicable opportunity for increased participation by minority and women owned businesses, given that such businesses are underrepresented, to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector. The City shall not enter into Contracts with Vendors that do not agree to use Affirmative Efforts as required under SMC Chapter 20.42 or violate any provisions of that chapter, or those requirements given below.

- a. As part of the ITB response, Vendors shall submit the requested Vendor Questionnaire (see the Offer Submittal Section at the back of this ITB). The Vendor Questionnaire asks whether there is any new employment or subcontracting that will result from contract award.
- b. If the Vendor requires no new employment or subcontracting, the Vendor shall indicate NO and proceed forward. If yes, the Vendor shall submit the requested Outreach Plan. The City shall review the response to ensure it is responsible and has shown a successful and deliberate effort to achieve the goals established by the City ordinance.
- c. By submitting a bid, the Vendor agrees as a contract condition to take affirmative efforts to pursue the Outreach Plan submitted by the Vendor. At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation of their efforts before and during the contract to: 1) employ women and minority group members; 2) subcontract with Women and Minority Businesses on City Contracts; and 3) compliance with non-discrimination in the provision of goods and services.

Prompt Payment Discount.

On the Offer form or submittal, the Vendor may state a prompt payment discount term, if the Vendor offers one to the City. A prompt payment discount term of ten or more days will be considered for bid tabulation.

Seattle Business Tax Revenue Consideration.

SMC 20.60.106 (H) authorizes that in determining the lowest and best Vendor, the City shall consider the tax revenues derived by the City from its business and occupation or utility taxes and its sales and use taxes from the

proposed purchase. Businesses located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low bid. This shall be equivalent to a reduction of the cost for purposes of bid evaluation only, of .025.

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 purposes of award.

Interlocal Purchasing Agreements.

This is for information only and consent of the Vendor, and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, non profits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

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 is required to be submitted to the City before execution of the Contract, the City will remind the winning 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, in the event that the Vendor is selected as a finalist. Vendors may elect to provide the requested insurance documents within their Bid.

Contract Terms and Conditions.

Vendors are to carefully review all specifications, requirements, Terms and Conditions (see Attachment #2), and insurance requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms and conditions are mandatory and all submittals should anticipate full compliance with no exceptions to these terms and conditions.

Incorporation of ITB and Bid in Contract.

This ITB and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the Vendor.

Effective Dates of Offer.

Offered prices in Bid must remain valid until City completes award. Should any Vendor object to this condition, the Vendor must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

Proprietary Bid Material.

The City requests that companies refrain from requesting public disclosure of Vendor responses and related information until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by State Law.

Vendors should understand that records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) they submit to the City become public records under Washington State law (See RCW Chapter 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>. Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (See RCW 42.56.540 and RCW Ch. 19.108). However, public-

disclosure exemptions are narrow and specific. Vendors are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

Vendors are obligated to separately bind and clearly mark as “proprietary” information any records in the Vendor’s response they believe are exempted from disclosure. The body of the bid may refer to these separately-bound records. Vendors should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety.

If the City receives a public disclosure request for records that a Vendor has marked as “proprietary information,” the City may notify the Vendor of this request and postpone disclosure briefly to allow the Vendor to file a lawsuit under RCW 42.17.330 to enjoin disclosure. However, this is a courtesy of the City and not an obligation.

The City has no obligation to assert an exemption from disclosure. If the Vendor believes that its records are exempt from disclosure, the Vendor is obligated to seek an injunction under RCW 42.56. By submitting a response, the Vendor acknowledges this obligation; the Vendor also acknowledges that the City will have no obligation or liability to the Vendor if the records are disclosed.

Cost of Preparing Bids.

The City will not be liable for any costs incurred by the Vendor in the preparation and presentation of Bids submitted in response to this ITB including, but not limited to, costs incurred in connection with the Vendor’s participation in demonstrations and the pre-Bid conference.

Vendor Responsibility to Examine Documents.

It is the Vendor responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes.

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 is responsible to ensure the Offer properly and accurately reflects the Vendor specifications and offering. The City does not accept materials to supplement the bid after the bid deadline; however this does not limit the right of the City to consider additional materials that are obtained by the City such as references or past experience, even if such materials were not specifically submitted by the Vendor, or to seek clarifications from the Vendor as needed by the City.

Changes in Bids.

Prior to the bid submittal closing date and time established for this ITB, a Vendor may make changes to 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.

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 at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

No Gifts and Gratuities.

The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. City Purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows.

It is also unlawful for anyone to offer another such items, to influence or cause them to refrain from submitting a bid.

Vendors must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business. The website for the Code of Ethics is: http://www.seattle.gov/ethics/etpub/et_home.htm
Attached is a pamphlet for Vendors, Vendors, Customers and Clients.

Ethics Commission
contractor-vendorbrc

Involvement of Former City Employees.

Upon receipt of a notice of intention to award, Vendor shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was a City official, officer or employee. Vendor shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City.

No Conflict of Interest.

Vendor confirms that Vendor does not have a business interest or a close family 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. Should any such relationship exist, Vendor shall notify the Buyer in writing, and the City shall make sole determination as to compliance.

Bid Disposition.

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

7. OFFER SHEET AND MANDATORY SUBMITTALS

Note: If you have not completed a one-time registration into the Vendor and Contractor Registration system (VCR), we request that you register at this time at: <http://seattle.gov/purchasing/VendorRegistration.htm>. VCR is a Vendor directory for City staffs to locate contract and non-contract holders to solicit for current and future bid needs. Bids are not rejected for failure to register, however, if you are awarded a contract and have not yet registered, your submittal is consent to placement into VCR. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Legal Name. 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, be sure to 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. For the State of Washington, see [\(http://www.secstate.wa.gov/corps/\)](http://www.secstate.wa.gov/corps/).

Submit Bid with the following format and attachments. Attach each form within your bid. *(Note that Addendum, if any, could change the forms provided below. The 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.
2. **Vendor Questionnaire:** **This is a mandatory submittal.** Submit the following Vendor Questionnaire. Sign the Questionnaire.

Vendor
Questionnaire - 1-09-

3. **Offer:** **This is a mandatory submittal.** Submit the attached Offer form. The City will reject bids that do not enclose the attached Offer Sheet.

Offer Sheet.xls

4. **Equal Benefits Declaration:** **This is a mandatory submittal.** If you submitted an EB Declaration on previous bids, that does NOT waive your requirement to do so again with this bid. If you have multiple office locations, you can answer in relation to only those offices that would perform a business function for the proposed contract (See previous Instructions in Section 6.0 of this solicitation). Fill out form to reflect your commitment if you win an award. If you intend to be Equal Benefit compliant should you win an award, answer the form accordingly.

EB_Declaration
10-30-2008.doc

Submittal Checklist

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

Cover Sheet		
Legal Name	Required	
Vendor Questionnaire	Mandatory	
Bid Offer Form	Mandatory	
Equal Benefits Form	Mandatory	

8. EVALUATION PROCESS.

The City shall select the lowest responsive and responsible Vendor(s), and may consider multiple awards or partial awards to achieve the best overall price to the City.

Responsiveness and Responsibility: Purchasing Services shall review submittals as necessary for determination of the lowest responsive and responsible Vendor. Determinations of responsiveness and responsibility may be made upon initial review of submittals or at any time prior to contract award, and may be determined of all Vendors or made only as needed to determine the lowest responsive and responsible Vendor for purposes of award.

Specifications: The City will evaluate each Vendor's compliance with the specifications and other bid requirements set forth in the ITB, and shall make determinations of "or equal" alternates prior to calculation of Vendors.

Discounts: Any discounts for Seattle Business address and/or for prompt payment discounts, shall be reviewed for acceptance and shall be calculated into the Vendor's response for purposes of evaluation.

Pricing: Items on price sheets shall then be calculated for purposes of award. Item pricing will be multiplied by the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. In the event of an error in math, unit pricing will be considered the correct price and will be used. For businesses within the Seattle City limits, the scoring of cost responses for purposes of evaluation only, the City will calculate and reduce the pricing submitted, by applying any prompt payment discounts and/or any Seattle business tax revenues (.025%) for purposes of cost evaluation only.

Substantially Equivalent Scores: In the event that two or more Vendors receive the same total score, the contract will be awarded to that Vendor who, in the opinion of the City, best meets the City needs. A substantially equivalent score includes the top two bidders that are within 2% or closer of each other.

9. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

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, that 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/purchasing/pan.htm> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary 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 that are 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 result in 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 as soon as possible, to eliminate risks of late compliance.

- Ensure Seattle Business License is current and all taxes due have been paid.
- Ensure the company has a current State of Washington Business License.
- Supply Evidence of Insurance to the City Insurance Broker if applicable
- Special Licenses (if any)
- Proof of certified dealer status (if applicable)
- Intent to Pay Prevailing Wage Online Registration (if applicable)
- Contract Bond (if applicable)
- 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.

G:\Purchasing\
Keeper of the Forms\

Attachments

For convenience, the following documents have been embedded in Icon form within this document. To open, simply double click on Icon.

Attachment #2: Contract Terms and Conditions

Terms & Conditions
1-15-09.doc

Attachment #3: Insurance Requirements

2009 Purchasing
Goods & Services Insi