



KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
JAYMARC AV
2732 1ST AVE S

SEATTLE, WA 98134 United States
Fax: (206) 7638299

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5847753	REVISION 0	PAGE 1 of 1
CREATION DATE 04-APR-2016	BUYER AMY PIERCE	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
556420	NET30DAYS	PREPAID AND ALLOW	DESTINATION	Seller Chooses	Telephone: (206) 628-6111

DESCRIPTION

FURNISH AUDIO VISUAL SERVICES TO KING COUNTY PERSONNEL AS REQUESTED, DURING THE PERIOD OF APRIL 4, 2016 THROUGH MAY 15, 2019 IN ACCORDANCE WITH CITY OF SEATTLE CONTRACT 3257 INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

INDIVIDUAL STANDARD PURCHASE ORDERS WITH UNIQUE PURCHASE ORDER NUMBERS REFERENCING THIS CONTRACT PURCHASE AGREEMENT WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND SERVICES.

ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENTS.

LINK TO CONTRACT:
http://web6.seattle.gov/FAS/SummitPan/R296/R296.ResultAttachments.aspx?CNTRCT_ID=0000003257&NAME1=JAYMARC+INVESTMENTS+INC&SortOnReturn=SortOnReturn=vwstgrd vPoListSortExp%253d%2526vwstgrdvPoListSortDir%253d0


Authorized Signature



City Purchasing

Current Contract Information

General Information 206-684-0444

5847753

ALERTS

**This contract is not intended for anything that is more properly classified as Public Works.
 This contract is limited to only those items expressly provided for in this contract.
 Do not use for federally funded purchases without a specific review for your grant funding requirements.**

Contract Title: Audio Video Repair Services	Contract # 3257
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Buyer	Name: Laura Park	Phone: 206-684-0445	E-Mail: Laura.park@seattle.gov
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Vendor (name/address) Jaymarc Investments, Inc. dba Jaymarc AV. 2732 1 st Ave S Seattle, WA 98134	Vendor ID# 0000054583
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Vendor Contact	Contact: Mark Bellesiles
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Phone: 206-682-6111 ext. 103	Fax: 206-763-8299	E-Mail: mark@jaymarc-av.com
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WMBE Status	No WMBE ownership
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Description	<ul style="list-style-type: none"> This contract is a result of Invitation to Bid #LEG-3
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Contract Term	5/16/14 through 5/15/19
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Future Extension Option	1 additional 2-year period
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Freight Terms	FOB Destination Prepaid & Allowed
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Prompt Pay Discount	2%15N30
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Delivery ARO	As required
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Order Instructions	For Use By: All City Departments	Order Limit: None
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Contracting Options	<input checked="" type="checkbox"/> This is the only City contract for this product. Unless a separate competitive process is undertaken, this contract must be used when a product is sought that matches contract offerings. Call the Buyer for advice. <input type="checkbox"/> This is one of several contracts awarded for this product. The City may select among any of the following: Puget Sound Instrument #3033	
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Comprehensive Contract  Jaymarc AV Contract.pdf	Current Pricing See contract.	Original RFP  ITBLEG3.doc
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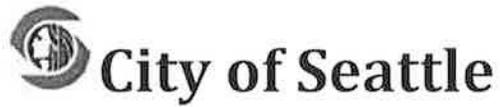


City Purchasing

Current Contract Information

General Information 206-684-0444

Contract History	Contract Start Date	5/16/14
Vendor Emergency Contact Information		
Emergency Contact Name	Jack Calderon	
Emergency Phone Number	206-919-6960	
Back-Up Emergency Phone Number	206-919-1700	
Contact information for company locations areas outside Seattle that can be called upon in an emergency Alternative Address		



Invitation to Bid #LEG-3
Audio-Video Services
Closing Date & Time: 4/15/14 @2:00PM

Table 1: Solicitation Schedule

Event	Date
ITB Issued	3/14/14
Pre-Bid Conference & Site Visit at Seattle City Hall (Optional)	3/27/14 @10:00AM
Deadline for Questions	4/3/14
Final Answers Posted	4/8/14
Sealed Bids Due to the City	4/15/14 @2:00PM

The City may modify this schedule. Changes to the Due Date are posted on the City website and by amendment. Bids must be received by the due date and at the time and location specified in Section 6 "BID INSTRUCTIONS & INFORMATION" or as amended

1. PURPOSE

The intent and purpose of the Invitation to Bid (ITB) is to establish a 5+2 term contract for audio-video systems repair, parts, installation and placement of new equipment and other related services. The City of Seattle owns over 200 items of audio-video equipment and related systems housed at the Seattle Channel, Council Chambers, and various City Hall rooms and other city owned properties.

Previously, The City of Seattle had a successful contract with a local vendor however the vendor has closed their business. Therefore the City is soliciting for a competitive bid to establish a new contract.

The City estimates annual usage to be approximately \$20,000 for the new contract. Actual annual usage may increase or decrease and therefore this estimate should not be construed as a purchasing obligation by the City. Any resultant contract(s) shall be awarded to the lowest responsive and responsible bidder.

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:

- Obtain the services of a qualified vendor(s) with expertise and experience servicing/repairing a wide-variety of audio-video systems
- Establish a contract that can provide immediate response to City orders from any City department
- Hold sufficient part stock inventory to assure rapid response to orders
- Assure rapid delivery to specified City locations consistent with City business needs

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:

- Bidder must have been in the business of servicing/repairing audio-video equipment for a minimum of five (5) years.
- Bidder shall have a parts availability and service repair facility within the Greater Seattle Metropolitan Area.
- Bidder must have successfully performed at least one contract with a private or public entity of similar size as the City of Seattle for the same or similar scope and complexity of work. The City will check the Bidder's reference as part of the evaluation process. The City reserves the right to reject the bid based upon the result of the reference interview.
- Bidder must have one or more personnel that are certified and or have experience with installing, programming, and repairing Crestron™ and Symetrix control systems.

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.



BusLicenseApplicationInstructions.pdf



BusLicenseApplication.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#). 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>

5. SCOPE OF WORK

It is the intent of this scope of work is to establish the minimum specifications for Audio Visual system parts, installation, placement of new equipment including connection to existing city equipment, evaluation and equipment repairs, maintenance services and other related audio visual services.

In the event of a conflict between the specification requirements and federal or state laws below, the federal or state laws shall prevail. The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

5.0 SERVICE REQUIREMENTS:

- Vendor must be able to provide equipment placement recommendation for system installations ranging from small displays to conference rooms and command centers operated by the City.

- Vendor shall furnish all labor, tools, materials, replacement parts, equipment consumables, supplies, and supervision necessary to perform the service or work.
- Vendor must be capable of providing full documentation of installation, including AUTOCAD (DWG) as built drawings as requested by the City.
- Vendor shall have industry standard test equipment
- All routine maintenance work and scheduled repairs shall be performed during regular work hours. Monday through Friday, 8:00am to 5:00pm.
- Removal of equipment from service for scheduled maintenance shall be performed at a time that will have minimum downtime impact to the City.
- All labor required for repairs of equipment covered under the resultant contract shall be included and billed at the rates submitted under pricing.
- All repair or replacement parts provided in performance of services shall be functionally equivalent to new, unused parts. Non OEM parts purchase must meet or exceed manufacturer's specifications.
- Vendor shall provide out of warranty repairs for existing city equipment or arrange for factory service if necessary
- Vendor shall provide on-site service calls during normal business hours and on call emergency service with 24/7 availability.
- Vendor shall respond within one (1) hour of City's initial call for emergency and dispatch representative to city facility within four (4) hours of initial notification.
- Vendor shall conduct technical equipment evaluation and regular on-site repair and maintenance within 2 business days after City's initial call.
- Vendor shall have telephone support whenever possible and with no limitations during normal business hours.
- For equipment repairs that will be three (3) days or longer, Vendor shall provide assistance in obtaining loaner or rental equipment which is compatible with the overall system during the period of repair service at no additional cost.
- Vendor shall be responsible for pick-up and delivery of equipment to the repair facility and or manufacturer and back to the original city location. All other repair or replacement parts shall be furnished FOB Destination, Prepaid and Allowed.

5.1 EQUIPMENT INVENTORY:

The City owns over 200 pieces of audio-video equipment, models ranging from Sharp, Draper, Crestron, Extron and other similar manufacturers. It is the City's expectation that the Vendor(s) will be able to service most of the listed equipment below.

Council Chambers

Qty	Manufacture	Model	Description
1	Panasonic	PT-DX800ULS	Projector
1	Panasonic	ET-DLE350	Projector Lens
1	NEC	PlasmaSync 61M1	Plasma Display
1	NEC		Wall Bracket
1	Chief	PDS Series	Mount
2	Inline	IN2I 18AB	Table Interface
2	Extron	RGB 580xi	Computer Interface
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher Main Racl
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher
2	Extron	VSC 200	Scan Converter
1	Extron	YCS Transcoder	Transcoder
2	Extron	DA6 RGBI-IV	Video DA RGBHV
6	Extron	CVDA 6 EQ MX	VIDEO DA

3	Extron	CVEQ1	Video DA
1	Inline	MDA 3A	DA
1	Samsung	SDP-900DX	Document Camera
4	Panasonic	AW-PB605	Video Cards
1	Marantz	PMD670	Digital recorder
0			
0	Audio		
25	Shure	MX41 85/C	Microphone
25	Shure	A4 1 2B	Base
2	Shure	MX41 8s/C	Microphone
2	Shure	A57F	Stand Adapter
2	Atlas-Sound	MS-10C	Microphone Stand
1	Symetrix	#Sparling Seattle Council	Matrix Mixer
1	Biamp	Voicecrafter	Echo Cancellor
2	Crown	CT-8 10	Amplification
1	Crown	CT-2 10	Amplification
2	Renkus-Heinz	SR5/6BK	Stereo Loudspeakers
2	Renkus-Heinz	SR5/9BK	Stereo Loudspeakers
10	Atlas-Sound	FC1 04, 1702-4	Ceiling Loudspeakers
10	Atlas-Sound	HT-87	Transformer
2	Sennheizer	ew-1 22-p	Wireless Microphone System
1	Listen Technologies	LS-17-072	Assistive Listening Transmitter
6	Listen Technologies	LR200-072	Assistive Listening receiver
1	Whirlwind	PressPower 2	Active Press Box
	Remote Control System		
1	Crestron	Proposal #014844	Control System
			1) Pro 2 Control System
			2) TPS-VID Video Card
			2) TPS-XVGA RGB Card
			1) CNHBLOCK Network DA
			2) Power Supply
			2) IRP2 IR Probe
			3) C2COM-3 RS232 Card
1	Crestron	TPS-5000	LCD Control Panel Clerk's Desk
1	Crestron	TPS-3000	LCD Control Panel Conf. Table
1			Programming
	Fiber		
4	Mohawk	M93048	Cable (100ft)
48			Fusion Splice
2	ADC		Location Prep
2	ADC	FL2-24TS525	Patch panel w/splice panel
56	ADC	FL2-RSPLCE-H	Splice Deck Heat Shrink
8	ADC	FL2-6PFSC605I	6 Pack Pigtails
1	Middle Atlantic Produc	AX-S-43	Main Equipment Rack
2	Middle Atlantic Produc	SRSR-2-12	Clerk's Equipment Racks
2	Middle Atlantic Produc	PD122OJ-IG	Plug Strips
2	Middle Atlantic Produc	PD91 5R	Plug Strips

Bertha Knight Landes Room

Qty	Manufacturer	Model	Description
	Video Presentation		
1	Clarity	Quote Sparling 021 023CB	Video Wall System
4	Clarity	WN-4030 SE/GC	Wildcat SE with High Contrast Display
4	Clarity	VIM-4000SE	Video Input Module
4	Clarity	BP-4000SE	Big Picture for Wildcat SE
4	Clarity	Wildcat SE-LW2	Wildcat SE-LW2
4	Clarity	BAS-4000	Wildcat Base Unit for Displays
1	Clarity		Media Controller
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher
1	Extron	RGB 202 Rxi	Computer Interface
1	Extron	VSC 200	Scan Converter
1	Extron	YCS Transcoder	Transcoder
1	Extron	CVEQ1	Video DA
	Audio		
2	Shure	MX418S/C	Microphone
2	Shure	A412B	Base
2	Shure	A57F	Stand Adapter
2	Atlas-Sound	MS-i OC	Microphone
1	Biamp	Voicecrafter	Echo Cancellor
1	Crown	CT-210	Amplification
16	Atlas-Sound	FC104, T720-4	Ceiling Loudspeakers
16	Atlas-Sound	HT-87	Transformer
1	Phonicear	Onwave	Transmitter
5	Phonicear	PE500R	Receiver
	Remote Control System		
1	Crestron	Proposal #014844	Control System
			1) Pro 2 Control System
			1) TPS-VID Video Card
			1) TPS-XVGA RGB Card
			1) PW-2420RUPower Supply
			1) TPS-VIDL Video Card
			1) TPS-XVGAL RGB Card
			1) RMK 5000 Rack Mount Kit
			1) CNPWS-75 Power Supply
			1) CNHBLOCK Network DA
			1) CNXRMAK Rack Mount Kit
1	Crestron		LCD Control Panel Portable
1	Crestron		LCD Control Panel Rack Mounted
1			Programming
1	Panasonic	AW-E600	Video Camera

1	Panasonic	AW-PH350	Pan/Tilt Mounting
1	Panasonic	AW-PS300	Power Supply
1	Fujinon	Si 6x7.3BMD	Lens
1	Panasonic	AW-RP301	Camera Control System
0	Misc. Materials & Installation		
1	Middle Atlantic Produc	MRK-4431	Equipment Racks
2	Middle Atlantic Produc	PD1 220J-IG	Plug Strips
1	cable		
1	Misc. Materials		
5	Manuals		

Mayor's Conference Room

Qty	Manufacture	Model	Description
1	Sharp	XG-P2OXU	Projector
1	Sharp	AN-W6EZ	Lens
1	Display devices	Mounting Bracket	
1	Draper	Model SL6	Projector Lift
1	Draper	Plenum Housing	
1	Draper	Ceiling Closure	
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher
1	Extron	RGB 202 Rxi	Computer Interface
1	Extron	VSC 200	Scan Converter
1	Extron	YCS Transcoder	Transcoder
	Audio		
5	Shure	MicroFlex	Microphone
1	Symetrix	Sym Net 8x8	Matrix Mixer
1	Crown	CT-21 0	Amplification
9	Atlas-Sound	FC104, T702-4	Ceiling Loudspeakers
9	Atlas-Sound	HT-87	Transformer
2	Sennheizer	ew-122-p	Wireless Microphone System
	Remote Control System		
1	Crestron	Proposal #014844	Control System
			1) Pro 2 Control System
			1) TPS-VID Video Card
			1) TPS-XVGA RGB Card
1	Crestron	TPS 5000	Isys 12" Touch Panel
1			Programming
	Fiber		
7	Mohawk	M93048	Cable (per 100ft)
24			Fusion Splice
2			Location Prep
2	ADC	FL2-24TS525	Patch panel w/splice panel
24	ADC	FL2-RSPLCE-H	Splice Deck Heat Shrink
4	ADC	FL2-6PFSC605I	6 Pack Pigtaills
	Misc. Materials & Installation		
1	Middle Atlantic Produc	AX-S-43	Main Equipment Rack

2	Middle Atlantic Produc	PD1220J-IG	Plug Strips
10	Manuals		
1	cable		
1	Misc. Materials		

Contract Term: This contract shall be for a five year term, 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 contract awarded 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. 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 7:00a.m. to 5:00 p.m. all business days except City holidays. If your standard operating hours are otherwise, notify City Purchasing. Depending on the Department needs, hours similar to, but not exactly the same as the 7-5 schedule may be accepted by the City as compliance to this requirement.

Adequate Inventory and Response Times: The vendor shall provide five (5) business days response time and delivery for most orders placed by the City. Vendor will maintain adequate inventory to stock and provide same-day response on the most frequently ordered items, allowing City employees to purchase products or parts at the Vendor location within the same-day of placing the order.

Pick-up Option: City employees may pick up orders at the Vendor location. Vendor shall require a City ID and the employee's Washington Driver's license, City shop assignment and City equipment number when placing and picking up an order.

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

Delivery/Shipping: Any equipment ordered must be delivered within the schedule agreed upon between the Vendor and the ordering department.

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.

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.

6. BID INSTRUCTIONS

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.

Michael Mears
206-684-4570
Michael.mears@seattle.gov

Pre-Bid Conference

The City shall conduct an optional Pre-Bid conference and site visit (see date and time page 1), at Seattle City Hall, 600 Fourth Ave, Second Floor, Room 214. 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.
- 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) paper original and one (1) CD/UBS Drive copy of the response must be received no later than the date and time specified on the procurement schedule or as otherwise amended.

Table 2: Paper Copy Submittal Addresses

Physical Address (courier)	Mailing Address (For U.S. Postal Service mail)
City Purchasing and Contracting Services Seattle Municipal Tower 700 Fifth Ave Ste 4112 Seattle, WA 98104-5042	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 PCSD 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 be fully 100% recycled stock. Such binders are also available from Keeney's Office Supply. 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 proposal records until an intention to award is announced. This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with resolicitation. 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 search other materials in your bid to make this decision.



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



4. Bid Offer Sheet: This response is mandatory.



Submittal Checklist

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

Cover Sheet	
Legal Name	
Minimum Qualifications	Mandatory
Mandatory Technical Requirements	Mandatory
Vendor Questionnaire	Mandatory
Bid Offer Form	Mandatory
Inclusion Plan, if applicable (Form embedded in Vendor Questionnaire)	

8. EVALUATION PROCESS

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 manufacture ring 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 the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. If an error in math occurs, unit pricing will be considered the correct price and will be used. If any cost item is missing from a bidder

Offer Form, the City reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

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

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

On-Site Inspection - Optional

For those bidders who the City is unfamiliar with its facilities, the City will conduct an on-site evaluation before an award is made. The facility inspection will be graded pass/fail. If the lowest bidder fails this inspection, the City will eliminate this Vendor and proceed to the next lowest bidder.

Vendor's facility will be checked for cleanliness, proper lighting and availability of sufficient equipment to perform the services requested

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/purchasing> 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.

Attachment #1: Contract Terms and Conditions



Terms and
Conditions 11-27-201

Attachment #2: Insurance Requirements



Insurance
Requirements.doc



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 – 5th Ave. #4112
 PO Box 94687
 Seattle, WA 98124-4687

Vendor Contract # 0000003257		Date 5/16/14	Change Order #
Payment Terms 2%15N30	Freight Terms F.O.B Destination/Pre-Paid & Allowed		
Buyer: Michael Mears	FAX: 206-233-5155	Phone: 206-684-4570	

Vendor #: 0000054583
 JAYMARC INVESTMENTS, INC.
 dba JAYMARC AV
 2782 1st Ave S
 Seattle, WA 98134

Contact: Mark Bellesiles
 Phone #: 206-682-6111 ext. 103
 Fax #: 206-763-8299
 E-Mail: mark@jaymarc-av.com

Ship To: Ordering City Department
Bill To: Ordering City Department Attn: Accounts Payable

Jaymarc Investments, Inc, dba Jaymarc AV is awarded a term contract for furnishing to City departments Audio Video Repair Services be ordered on an "as needed" basis in accordance with Attachment #1 and City of Seattle Terms and Conditions, in receipt.

Contract Period: 5/16/14 through 5/15/19 with option to extend for one (1) additional 2-year period.

Orders shall be placed by City departments. Invoices shall be mailed in duplicate to the ordering City department, Accounts Payable, per attached list. Each invoice shall indicate Vendor Contract #0000003257. There are no maximum dollar limitations per order.

The City does not guarantee minimum utilization of this contract.

It is the Vendor's responsibility to maintain current insurance coverage throughout the contract period.

This contract is an acceptance of your offer dated 4/15/14. Any equipment, services or supplies provided as a result of this acceptance will be subject to the Terms and Conditions of the City of Seattle Invitation to Bid #LEG-3.

The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. The Vendor agrees to furnish the same services at the same rates, terms and conditions to other governmental agencies until further notice. The City of Seattle accepys no responsibility for the payment of the purchase price by other governmental agencies.

For all contractual matters, please contact Michael Mears, Purchasing & Contracting Services at 206-684-4570 or michael.mears@seattle.gov

Authorized Signature/Date

Jaymarc Investments, Inc. dba Jaymarc AV
2782 1st Ave S
Seattle, WA 98134
Contact: Mark Bellesiles
Phone: 206-682-6111 ext. 103
Fax: 206-763-8299
E-Mail: mark@jaymarc-av.com

1. SCOPE OF WORK

It is the intent of this scope of work is to establish the minimum specifications for Audio Visual system parts, installation, placement of new equipment including connection to existing city equipment, evaluation and equipment repairs, maintenance services and other related audio visual services.

In the event of a conflict between the specification requirements and federal or state laws below, the federal or state laws shall prevail. The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

1.0 SERVICE REQUIREMENTS:

- Vendor must be able to provide equipment placement recommendation for system installations ranging from small displays to conference rooms and command centers operated by the City.
- Vendor shall furnish all labor, tools, materials, replacement parts, equipment consumables, supplies, and supervision necessary to perform the service or work.
- Vendor must be capable of providing full documentation of installation, including AUTOCAD (DWG) as built drawings as requested by the City.
- Vendor shall have industry standard test equipment
- All routine maintenance work and scheduled repairs shall be performed during regular work hours. Monday through Friday, 8:00am to 5:00pm.
- Removal of equipment from service for scheduled maintenance shall be performed at a time that will have minimum downtime impact to the City.
- All labor required for repairs of equipment covered under the resultant contract shall be included and billed at the rates under Section 3 "Pricing"
- All repair or replacement parts provided in performance of services shall be functionally equivalent to new, unused parts. Non OEM parts purchase must meet or exceed manufacturer's specifications.
- Vendor shall provide out of warranty repairs for existing city equipment or arrange for factory service if necessary
- Vendor shall provide on-site service calls during normal business hours and after hours by prior arrangement. Vendor shall provide 24/7 on-call availability during select periods as requested and agreed to with customer. A-V services may include but are not limited to periods when building power maintenance is occurring or periods deemed by the customer to be of critical importance.
- Vendor shall respond within one (1) hour of City's initial call and dispatch representative to city facility within four (4) hours of initial notification. If dispatch requires after-hours work, the Vendor shall receive authorization and approval from customer.

- Vendor shall conduct technical equipment evaluation and regular on-site repair and maintenance within 2 business days after City's initial call.
- Vendor shall have telephone support whenever possible and with no limitations during normal business hours.
- For equipment repairs that will be three (3) days or longer, Vendor shall provide assistance in obtaining loaner or rental equipment which is compatible with the overall system during the period of repair service at no additional cost.
- Vendor shall be responsible for pick-up and delivery of equipment to the repair facility and or manufacturer and back to the original city location. All other repair or replacement parts shall be furnished FOB Destination, Prepaid and Allowed.

1.1 EQUIPMENT INVENTORY:

The City owns over 200 pieces of audio-video equipment, models ranging from Sharp, Draper, Crestron, Extron and other similar manufacturers. The Vendor will be able to service most of the listed equipment below.

Council Chambers

Qty	Manufacture	Model	Description
1	Panasonic	PT-DX800ULS	Projector
1	Panasonic	ET-DLE350	Projector Lens
1	NEC	PlasmaSync 61M1	Plasma Display
1	NEC		Wall Bracket
1	Chief	PDS Series	Mount
2	Inline	IN2I 18AB	Table Interface
2	Extron	RGB 580xi	Computer Interface
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher Main Racl
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher
2	Extron	VSC 200	Scan Converter
1	Extron	YCS Transcoder	Transcoder
2	Extron	DA6 RGBI-IV	Video DA RGBHV
6	Extron	CVDA 6 EQ MX	VIDEO DA
3	Extron	CVEQ1	Video DA
1	Inline	MDA 3A	DA
1	Samsung	SDP-900DX	Document Camera
4	Panasonic	AW-PB605	Video Cards
1	Marantz	PMD670	Digital recorder
0			
0	Audio		
25	Shure	MX41 85/C	Microphone
25	Shure	A4 1 2B	Base
2	Shure	MX41 8s/C	Microphone
2	Shure	A57F	Stand Adapter
2	Atlas-Sound	MS-10C	Microphone Stand
1	Symetrix	#Sparling Seattle Council	Matrix Mixer
1	Biamp	Voicecrafter	Echo Cancellor
2	Crown	CT-8 10	Amplification

1	Crown	CT-2 10	Amplification
2	Renkus-Heinz	SR5/6BK	Stereo Loudspeakers
2	Renkus-Heinz	SR5/9BK	Stereo Loudspeakers
10	Atlas-Sound	FC1 04, 1702-4	Ceiling Loudspeakers
10	Atlas-Sound	HT-87	Transformer
2	Sennheizer	ew-1 22-p	Wireless Microphone System
1	Listen Technologies	LS-17-072	Assistive Listening Transmitter
6	Listen Technologies	LR200-072	Assistive Listening receiver
1	Whirlwind	PressPower 2	Active Press Box
Remote Control System			
1	Crestron	Proposal #014844	Control System
			1) Pro 2 Control System
			2) TPS-VID Video Card
			2) TPS-XVGA RGB Card
			1) CNHBLOCK Network DA
			2) Power Supply
			2) IRP2 IR Probe
			3) C2COM-3 RS232 Card
1	Crestron	TPS-5000	LCD Control Panel Clerk's Desk
1	Crestron	TPS-3000	LCD Control Panel Conf. Table
1			Programming
Fiber			
4	Mohawk	M93048	Cable (100ft)
48			Fusion Splice
2	ADC		Location Prep
2	ADC	FL2-24TS525	Patch panel w/splice panel
56	ADC	FL2-RSPLCE-H	Splice Deck Heat Shrink
8	ADC	FL2-6PFSC605I	6 Pack Pigtails
1	Middle Atlantic Produc	AX-S-43	Main Equipment Rack
2	Middle Atlantic Produc	SRSR-2-12	Clerk's Equipment Racks
2	Middle Atlantic Produc	PD1220J-IG	Plug Strips
2	Middle Atlantic Produc	PD91 5R	Plug Strips

Bertha Knight Landes Room

Qty	Manufacturer	Model	Description
Video Presentation			
1	Clarity	Quote Sparing 021 023CB	Video Wall System
4	Clarity	WN-4030 SE/GC	Wildcat SE with High Contrast Display
4	Clarity	VIM-4000SE	Video Input Module
4	Clarity	BP-4000SE	Big Picture for Wildcat SE
4	Clarity	Wildcat SE-LW2	Wildcat SE-LW2
4	Clarity	BAS-4000	Wildcat Base Unit for Displays
1	Clarity		Media Controller
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher
1	Extron	RGB 202 Rxi	Computer Interface
1	Extron	VSC 200	Scan Converter

1	Extron	YCS Transcoder	Transcoder
1	Extron	CVEQ1	Video DA
	Audio		
2	Shure	MX418S/C	Microphone
2	Shure	A412B	Base
2	Shure	A57F	Stand Adapter
2	Atlas-Sound	MS-i OC	Microphone
1	Biamp	Voicecrafter	Echo Canceller
1	Crown	CT-210	Amplification
16	Atlas-Sound	FC104, T720-4	Ceiling Loudspeakers
16	Atlas-Sound	HT-87	Transformer
1	Phonicear	Onwave	Transmitter
5	Phonicear	PE500R	Receiver
	Remote Control System		
1	Crestron	Proposal #014844	Control System
			1) Pro 2 Control System
			1) TPS-VID Video Card
			1) TPS-XVGA RGB Card
			1) PW-2420RUPower Supply
			1) TPS-VIDL Video Card
			1) TPS-XVGAL RGB Card
			1) RMK 5000 Rack Mount Kit
			1) CNPWS-75 Power Supply
			1) CNHBLOCK Network DA
			1) CNXRMAK Rack Mount Kit
1	Crestron		LCD Control Panel Portable
1	Crestron		LCD Control Panel Rack Mounted
1			Programming
1	Panasonic	AW-E600	Video Camera
1	Panasonic	AW-PH350	Pan/Tilt Mounting
1	Panasonic	AW-PS300	Power Supply
1	Fujinon	Si 6x7.3BMD	Lens
1	Panasonic	AW-RP301	Camera Control System
0	Misc. Materials & Installation		
1	Middle Atlantic Produc	MRK-4431	Equipment Racks
2	Middle Atlantic Produc	PD1 220J-IG	Plug Strips
1	cable		
1	Misc. Materials		
5	Manuals		

Mayor's Conference Room

Qty	Manufacture	Model	Description
1	Sharp	XG-P2OXU	Projector
1	Sharp	AN-W6EZ	Lens
1	Display devices	Mounting Bracket	
1	Draper	Model SL6	Projector Lift

1	Draper	Plenum Housing	
1	Draper	Ceiling Closure	
1	Extron	CrossPoint 1 28HVA	RGBHV Video Switcher
1	Extron	RGB 202 Rxi	Computer Interface
1	Extron	VSC 200	Scan Converter
1	Extron	YCS Transcoder	Transcoder
	Audio		
5	Shure	MicroFlex	Microphone
1	Symetrix	Sym Net 8x8	Matrix Mixer
1	Crown	CT-21 D	Amplification
9	Atlas-Sound	FC104, T702-4	Ceiling Loudspeakers
9	Atlas-Sound	HT-87	Transformer
2	Sennheizer	ew-122-p	Wireless Microphone System
	Remote Control System		
1	Crestron	Proposal #014844	Control System
			1) Pro 2 Control System
			1) TPS-VID Video Card
			1) TPS-XVGA RGB Card
1	Crestron	TPS 5000	Isys 12" Touch Panel
1			Programming
	Fiber		
7	Mohawk	M93048	Cable (per 100ft)
24			Fusion Splice
2			Location Prep
2	ADC	FL2-24TS525	Patch panel w/splice panel
24	ADC	FL2-RSPLCE-H	Splice Deck Heat Shrink
4	ADC	FL2-6PFSC6O5I	6 Pack Pigtails
	Misc. Materials & Installation		
1	Middle Atlantic Produc	AX-S-43	Main Equipment Rack
2	Middle Atlantic Produc	PD1220J-IG	Plug Strips
10	Manuals		
1	cable		
1	Misc. Materials		

2. CONTRACT PROVISIONS

Contract Term: This contract shall be for a five year term starting on the date signed, 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 this contract. The City reserves the right to use other appropriate contract sources to obtain these products or services, such as State of Washington Contracts. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Contract Expansion: This contract 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. 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 this contract. During the trial period, the Vendor 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 7:00a.m. to 5:00 p.m. all business days except City holidays. If your standard operating hours are otherwise, notify City Purchasing. Depending on the Department needs, hours similar to, but not exactly the same as the 7-5 schedule may be accepted by the City as compliance to this requirement.

Adequate Inventory and Response Times: The vendor shall provide five (5) business days response time and delivery for most orders placed by the City. Vendor will maintain adequate inventory to stock and provide same-day response on the most frequently ordered items, allowing City employees to purchase products or parts at the Vendor location within the same-day of placing the order.

Pick-up Option: City employees may pick up orders at the Vendor location. Vendor shall require a City ID and the employee's Washington Driver's license, City shop assignment and City equipment number when placing and picking up an order.

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

Delivery/Shipping: Any equipment ordered must be delivered within the schedule agreed upon between the Vendor and the ordering department.

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.

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.

3. PRICING

Schedule A- Regular Hourly Rates - The rates below include transportation charges and all charges incidental to the requested work excluding sales tax. Regular Shop Hours are defined from Monday to Friday, 8:00am-5:00pm except City Holidays.

Description	Hourly Rate (Regular)
1. In Shop Repair	\$85.00/hr
2. Service Call	\$110.00/hr

3. On-site Consultation/Documentation	\$65.00/hr
4. System Installation/Wiring for Supervisor	\$95.00/hr.
5. System Installation/Wiring for Installation Technician	\$75.00/hr
6. Priority Repair (any rush repair request that puts the City's order ahead of other customers)	\$125.00/hr

Schedule B: Repair Parts Discount- Minimum Percentage discount off of Manufacturer's Suggested Retail Price (MSRP) for repair parts and miscellaneous items.

20% Minimum Discount

Schedule C:

The City defines "overtime" to be 5:01 p.m. – 7:59 a.m. Monday-Friday.

Description	Overtime Rates	Weekend/Emergency Rates
1. In Shop Repair	\$125.00/hr	\$ 125.00/hr
2. Service Call	\$150.00/hr.	\$150.00/hr.
3. On-site Consultation	\$85.00/hr.	\$85.00/hr.
4. System Installation/Wiring for Supervisor	\$142.50/hr.	\$142.50/hr.
5. System Installation/Wiring for Installation Technician	\$125.00/hr.	\$125.00/hr.
6. Priority Repair (any rush repair request that puts the City's order ahead of other customers)	\$125.00/hr.	\$125.00/hr.

4. OTHER INFORMATION

Payment Terms: 2%15N30

Freight Terms: F.O.B. Destination; Prepaid & Allowed

City of Seattle Contract

Terms and Conditions

1. **Entire Agreement.** This Contract comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The Contract is defined to explicitly include the City's Purchase Order/Vendor or Blanket Contract, the City's Solicitation and all Addendums and Vendor's Offer. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.
2. **Mutual Acceptance:** This Contract has been accepted by both parties upon signature by the City of Seattle. The Contractor may provide an adjoining signature, or may indicate mutual acceptance by receiving the Contract from the City without objection. If the Contractor objects, the Contractor must provide immediate written notice to the City Purchasing Department upon receipt of the Contract.
3. **Term:** Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be 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 to not renew. The Contractor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.
4. **Schedule:** Unless the City Buyer issues a written change, Contractor shall deliver the items or render the services by the due date or delivery schedule stated on the Contract. At the City's option, Contractor's failure to timely deliver or to perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
5. **Limits of Sales to Authorized Products and Services:** Contractor has responsibility to limit sales to those products or services authorized within the Contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.
6. **Adjustments:** The City Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City. The only person authorized to make amendments on behalf of the City is the designated Buyer from City Purchasing, Department of Finance and Administrative Services. The City Buyer shall issue change notices to Contractor, and such notices shall take be considered to take effect and be mutually acceptable, upon sole signature of the City Buyer, unless timely written objection is received from the Contractor..
8. **Contract Expansion:** This contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. 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 Contractors 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 Contractor.
9. **Invoices:** Invoices must show line item detail and price for each. Invoices must provide the name of the City employee that placed the order, and the Contract number. If the



pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts can be easily tracked and verified by the City. 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 Contractor for corrections.

For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid by the Contractor and subcontractors, if any.

10. **Delayed Invoice Submittal:** Invoices must be submitted to the City within 60 days, of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.
11. **Payment:** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. If the City is unable to pay within the period allowed for early payment discount the payment term will revert to net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from the acceptance date after delivery of all goods, City acceptance after completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars. Also see "Dispute" section for payment of items in Dispute.
12. **Late Invoice Payment:** If the City pays an invoice after the 30 day allowance, the Contractor may charge the City no more than 1% interest calculated per month upon the total invoice amount. The Contractor is not entitled to any late fees or penalties for late payments. (Per RCW Chapter 39.76.011)
13. **Overages/Underage:** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.
14. **Taxes, Fees and Licenses.**
Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes

during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

Taxes: Where required by State statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

Withholding payment for taxes/business license fees due the City of Seattle: If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

15. **Pricing:** Pricing reflects the following Terms.. These are in addition to annual Prevailing Wage adjustments if required. 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. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

Requests for Price Decreases: Contractors can offer greater discounts or lower prices at any time when a specific order is placed or when a long-term change in costs allows the Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the Contractor for



price reductions, subject to mutual agreement of the Contractor.

Requests for Price Increases: Requests that increase costs to the City 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.

A. Discount from Manufacturer List Pricing: The City will not accept requests to change discount rates below Manufacturer List prices or mark-up above wholesale, except for those that are more favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

B. One-time Purchase Order Prices: For a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by the Contractor. With this said, the Contractor may submit requests to reduce and decrease the price.

C. Hourly Rates or Service Pricing: For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Contractor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:

1. The direct result of increases to wage rates and do not exceed the U.S. Dept. of Labor Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma-Bremerton or other appropriate service rate index agreed upon between the Buyer and the Contractor. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>
2. Calculated over the previous 12-month period.
3. Not produce a higher profit margin than that on the original contract.
4. 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.
5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
7. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

8. Should not deviate from the original contract pricing scheme/methodology

D. Fixed Product Pricing: For contracts that provide ongoing, multiple year supply of products, the Contractor may submit notice of a price reduction that provides lower prices to the City, at any time during the contract. Requests by the Contractor to increase pricing shall be no sooner than two years after the execution of the contract, are at the discretion of the Buyer; and must also be:

1. The direct result of increases at the manufacturer's or supplier's level).
2. Incurred one (1) year after contract commencement date.
3. Not produce a higher profit margin than that on the original contract.
4. Clearly identify the items impacted by the increase.
5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
7. The United States published indices such as the The U.S. Dept. Of Labor Consumer Price Index (CPI), Producer Price Index (PPI) or other data may be referenced to help substantiate the Contractor's documentation.
8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
9. Should not deviate from the original contract pricing scheme/methodology.

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

16. Catalogue and Manufacturer List Pricing: Upon City request, the Contractor shall provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

17. Order Cancellation - Returns and Restocking: Unless specified otherwise in the Solicitation the following shall apply:

- Contractor Error: No restocking charge for items ordered due to Contractor error. Contractor pays all shipping costs.
- Stocked Items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.



- **Non-Stocked Items:** Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. The Contractor may charge the customer reasonable expenses incurred up until the date of cancellation, expenses that could not be reasonably avoided or offset by the Contractor. In no event will the charge exceed 10% of the total cost of the order.
- **Non-Standard Items:** Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.
- **Failure to perform:** If Contractor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Contractor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

18. Idling Prohibited (Delivery Services): 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 Contractors 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.

19. Travel and Direct Charges: If the specifications or scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, then no compensation will be given.

- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.
- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All third party charges must be necessary for the services provided under this Contract.
- The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (excluding the "Incidental" portion of the published CONUS Federal M&I Rate) for the city in which the work is performed (the current Federal Per Diem daily meal rate can be provided upon request). *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage



for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
 - **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
 - **Miscellaneous other business expenses** Other miscellaneous third party business expenses if allowed by this contract (e.g. printing, photo development, binding, courier, etc): will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all third party miscellaneous expenses that are billed.
 - **Subcontractor:** Subcontractor expenses if allowed by this contract will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all subcontractor invoices that are rebilled to the City are required.
20. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
21. **Title, Risk of Loss, Freight, Overages or Underages:** Contractor warrants that he/she has properly produced, stored, packaged, boxed and shipped the products and goods for delivery, at Contractor's expense. No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather. Title of goods received under this contract shall remain with the Contractor until they are delivered, inspected and accepted at the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, inspection and acceptance by Seattle. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
22. **Identification:** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
23. **Rejection of Goods:** Goods shall not be deemed accepted until the City completes receipt, inspection and acceptance. The City may reject goods upon notice to the Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-conforming goods to meet requirements, at the Contractor cost.
24. **Liens:** Contractor warrants all products are free and clear of liens.
25. **Contract Notices:** Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation.
26. **Representations:** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
27. **Warranties:** Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.
28. **Independent Contractor:** It is the intention and understanding of the Parties that Contractor shall be an



independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

29. **Inspection:** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

30. **Performance:** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

31. **Affirmative Efforts:**

- Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.
- In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
- In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be

referred to as an Outreach Plan. The Subcontracting (Outreach) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Outreach) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Outreach) Plan, Contractors shall actively solicit qualified, available and capable women and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Outreach) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.

- If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

- Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Contractor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

32. **Assignment:** Contractor shall not assign any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion.

33. **Subcontracting:** Contractor shall not subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole



discretion. Contractor shall ensure that all subcontractors comply with the obligations, requirements and terms and conditions of the subcontract, except for Equal Benefit provisions. Seattle's consent to subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent to subcontract.

34. **Key Persons and Subcontractors.** Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Outreach) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Outreach) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

35. **Involvement of Current and Former City Employees.** If a Contractor 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.

36. **Equal Benefits.**

- Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For

further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)

- Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:
 - a. Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
 - b. Terminate the Contract; or
 - c. Disqualify the Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - d. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

37. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.

38. **Proprietary and Confidential Information:**

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. Contractor must familiarize itself 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 Contractor's obligations to identify any materials Contractor wishes to have redacted or protected, and that Contractor believes are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)

Contractor must determine and declare any materials you want exempted (redacted), and that Contractor also believes are eligible for redaction. This includes but is not limited to Contractor's bid submissions, contract materials and work products

Bid Submittals



Asserted exemptions for Bid/Proposal Submittals shall be those exemptions that, Contractor identified on the City Non-Disclosure Request included in the City of Seattle Vendor Questionnaire. If the Contractor did not submit a request within the Vendor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

Contract Work Products.

If Contractor wishes to assert exemptions for its contract work products Contractor 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 identified by Contractor. The Limited Redaction will be released only after Contractor is provided "third party notice" that allows Contractor 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 Contractor "third party notice", giving ten business days to obtain a temporary restraining order while Contractor pursues a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.

The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

39. Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

40. Insurance: Unless specified otherwise, the following is in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:

1. **Minimum Coverages and Limits of Liability.** Contractor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:

- A. **Commercial General Liability (CGL)** insurance, including:
- Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

\$1,000,000 Personal/Advertising Injury
\$1,000,000 each /disease/employee Stop Gap/Employer's Liability

B. **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.

C. **Worker's Compensation** for industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

2. **Seattle as Additional Insured.** The City of Seattle shall be included as an additional insured under



CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

3. No Limitation of Liability. The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.
 4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.
 5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.
 6. Evidence of Coverage. Prior to performance of any scope of work, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.
41. **Audit:** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract. *Also see Federal provisions for federal access when this contract is paid in part or in whole by*
- federal fund sources.*
42. **Contractual Relationship:** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.
43. **Supervision and Coordination:** Contractor shall:
- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
 - Promote and offer to City of Seattle employees only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
44. **Compliance with Law:**
- General Requirement: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
 - Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
 - Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.



45. **No Gifts or Gratuities:** Contractor 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, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the Contractor to City employees if the Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

46. **Contract Workers with 1,000 Hours:** Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.

47. **Errors & Omissions:**

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Contract. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Contractor services immediately upon notification by Seattle. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Contractor

48. **Intellectual Property Rights:**

Patents: Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in

writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyrights: For materials and documents prepared by Contractor in connection with Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by Seattle in connection with the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

49. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

50. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

51. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege,



whether the same or similar type.

52. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
53. **Applicable Law:** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
54. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
55. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
56. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
57. **Disputes:** Seattle and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such event, Seattle must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

58. **Termination:**
For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any of its terms, and

such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and



other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

59. **Force Majeure – Suspension and Termination:** This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Disasters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

60. **Major Emergencies or Disasters:** The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

- (a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
- (b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.
- (c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
- (d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded

by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.

- (e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
 - a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - b. Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

61. **Interlocal Cooperation Act:** RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. Such agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. Unless Contractor declines on the Offer submitted by the Seller to the City, the Contractor 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 Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer to the City.

62. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Contractor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.



- 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) Contractor colluded with another contractor to restrain competition.
- 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) Contractor failed to cooperate in a City debarment investigation.
- 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

63. **Recycled Product Requirements:** To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that Contractors under City contract use environmentally preferable products in production of City work products.

Green Seal Products: Contractor shall use Green Seal, Eco-Logo or other certified cleaning products if approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used in the performance of work that carry a Green Seal certification are required. The Bidder shall identify the products that the Bidder intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm the Green Seal product certification. The Green Seal website is: <http://www.greenseal.org/findaproduct/index.cfm>. The City has contracts with various Contractors who will supply the

winning Bidder with Green Seal certified products for use in performance of City contract work, at City contract pricing. For the list of Contractors, contact the City Buyer.

Paper and Paper Product Requirements: The City desires use of 100% PCF (post consumer recycled content, chlorine-free) paper, to comply with the City Executive Order and to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Keeney's Office Supplies at 425-285-0541.

The City prohibits vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.

Contractors shall duplex materials prepared for Seattle under this Contract, whether materials are printed or copied, except when impracticable due to the nature of the product. This is executed under the Mayor's Executive Order, issued February 13, 2005.

64. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

66. 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>

Federal Provisions

67. **Equal Employment Opportunity:** All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal



Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.:

67. **Civil Rights Act Title VI:** The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.
65. **Audit:** Seattle, the Federal grant agency if any, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers and records of the subcontractor or any subcontract which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions. FAR clause 52.215-2 incorporated by reference. The complete clause may be viewed at <http://www.whitehouse.gov/omb/circulars/a110/> The OMB A-110 provisions in effect at the time of this order govern. FAR clauses may be viewed at <http://www.arnet.gov/far/>
66. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
67. **OSHA/WISHA:** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
68. **Contract Work Hours and Safety Standards:** For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
69. **Beck Notice:** Notification of Employee Rights Concerning Payment of Union Dues or Fees (Executive Order 13201) shall apply to all contracts above \$100,000.
70. **Clean Air Act and Federal Water Pollution Control Act:** All Contractors and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).
71. **Energy Efficiency:** All contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
72. **Federal Amendments:** Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy, per OMB Circular A-102 Common Rule, Section 36.
73. **Federal Debarment for Primes and all Subcontractors:** By signing this agreement, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor level from participation in Federal contracting. Prior to performance of any work by the Contractor or any subcontractor under this contract, Contractor shall verify all



subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Contractor shall include this same provision in any subcontractor or lower contract agreements. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. The Contractor shall keep documentation of such verification within the Contractor records.

74. **Copeland Anti-Kickback Act):** All contractors and subcontractors for construction or repair shall comply with the Copeland "Anti-Kickback" Action (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled. The Contractor shall immediately notify the City of any suspected or reported violations.
75. **Byrd Anti-Lobbying Amendment:** Contractors executing contracts with the City shall sign the Contractor Questionnaire, providing certification of compliance to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 13652. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

