



INVITATION TO BID – SCHAEFER SYSTEMS CART PURCHASE

Project Manager:
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TIME LINE – The following represents the schedule for this solicitation.	
<u>Event</u>	<u>Date</u>
Issue Date.....	April 19, 2021
Deadline for Final Questions.....	April 26, 2021
Bid Due Date.....	May 4, 2021
Award.....	May 24, 2021
Anticipated Contract Start Date.....	May 24, 2021
<p>Submit Sealed Bid Proposals to:</p> <p>City of Marysville Attn: City Clerk 1049 State Avenue Marysville, WA 98270</p> <p>Clearly label the outside of the sealed envelope containing the original proposal response with the Proposal Name and the Project Manager’s contact information listed above. Only Bid Proposals that arrive in the City Clerk’s office by the deadline will be considered.</p>	
<p>Questions: All questions must be requested through the Project Manager by email. Unauthorized contact regarding this Invitation to Bid with any other City of Marysville employee or Bidder may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Marysville. Bidders should rely only on written statements issued the by the Project Manager.</p>	

SECTION 1. - INSTRUCTIONS

1.1 BID PROPOSAL SUBMITTAL

The City Clerk must receive the Bidder's proposal, in its entirety, by **10:00 AM, Tuesday, May 4 2021**. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Marysville and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the Bidder. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instruction of this Invitation to Bid.

No Bidder may withdraw their Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 BID OPENING

Sealed bids will be opened and read aloud at **10:00 AM, Tuesday, May 4 2021**, at City Hall, 1049 State Avenue, Marysville, WA 98270.

1.3 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Marysville reserves the right to extend this period.

1.4 WITHDRAWAL OF PROPOSALS

Bidders may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Bidder must be submitted to the Project Manager named on the Invitation to Bid cover sheet.

1.5 SINGLE RESPONSE

A single response to the Invitation to Bid may be deemed a failure of competition, and in the best interest of the City of Marysville, the Invitation to Bid may be cancelled.

1.6 MULTIPLE PROPOSALS

Bidders interested in submitting more than one Bid may do so, so long as each Bid stands alone and independently complies with the instructions, conditions and specifications of this Invitation to Bid.

1.7 EVALUATION AND AWARD

The City of Marysville will award the Bid to the lowest responsive and responsible Bidder(s) or reject any and all Proposals.

- a. Responsive Bidder – A business entity or individual who has submitted a bid proposal that fully conforms in all material respects to the Invitation to Bid and all of its requirements, including all form and substance.
- b. Responsible Bidder – A business entity or individual who has the financial and technical capability to perform the requirements of the solicitation and subsequent contract.

The City of Marysville expressly reserves the right, without any liability on our part, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if in the best interest of the City. The awarded Bidder must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

1.8 CONFLICTS OF INTEREST

Bids must be prepared without the assistance of any officer or other person employed or connected in any manner with the City of Marysville.

1.9 GIFTS

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity, or favor from any person, firm, or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after the award of a contract.

1.10 NON-RESPONSIVE BIDS

Any documents supplementing or deviating from the expressed requirements of the Invitation to Bid and other Bid Documents may result in the rejection of Bid as non-responsive.

1.11 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City of Marysville reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any Bid submitted and accepted by the City. The City further reserves the right to make awards to the responsible Bidder whose proposal is determined to be the most advantageous to the City of Marysville. The City of Marysville reserves the right to reject any and all Bids.

1.12 EXCLUDED PARTIES/DEBARMENT

All Bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs. <https://www.sam.gov>

1.13 BUSINESS LICENSE

The successful Bidder must have or be able obtain a City of Marysville business license prior to contract execution.

1.14 BIDDING ERRORS

The City of Marysville will not will liable for any errors in any Bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

The City of Marysville reserves the right to make corrections or amendments due to errors identified in bids by the City of Marysville or the Bidder. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Bidders are liable for all errors or omissions contained in their bids.

After opening and reading bids, the City of Marysville will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extension, corrected where necessary, will be used by the City of Marysville.

1.15 BID PROTEST PROCEDURES

Any Bidder may file a written protest against award of the contract to the lowest bidder within two full business days of bid opening. A protest submittal must be delivered to the City of Marysville, City Clerk, 1049 State Avenue, Marysville, WA 98270, with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder's contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five (5) days of mailing the notice or two (2) business days of actual receipt by electronic facsimile or personal deliver.

No contract shall be executed earlier than (2) business days (excluding holidays and weekends) from the date a written protest is received.

1.16 NON-ENDORSEMENT

As a result of the selection of a Bidder to provide products and/or services to the City of Marysville, the City of Marysville is neither endorsing nor suggesting that the Bidder's product is the best or only solution. The Bidder agrees to make no reference to the City of Marysville in any literature, promotional material, brochures, sales presentations or the like without the express written consent of the City of Marysville.

1.17 PROPRIETARY MATERIAL SUBMITTED / PUBLIC DISCLOSURE

A. Property of the City of Marysville

All responses submitted for this Invitation to Bid become the property of the City of Marysville, and are subject to public disclosure under the Public Records Act, RCW 42.56.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this Invitation to Bid must be considered public records and except to the extent protected by state or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Marysville prior to the contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

Any information contained in this Proposal that the Bidder believes is exempt from disclosure under the public records act must be clearly designated. Marking the entire Proposal or entire sections of the Proposal as proprietary or confidential will not be acknowledged. Marking pricing as proprietary or confidential will not be acknowledged.

If a proposal or other material does not clearly identify the "CONFIDENTIAL" portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publically disclose such non-clearly identified portion with no liability whatsoever to the proposer.

If a Bidder has validly marked any part of the Proposal as exempt from the public records act or confidential, the City agrees to give the Bidder third party notice consistent with RCW 42.56, should the City receive a public records request for that information. The third party notice will contain the information that is being requested and the date that the records will be released to the requestor. Unless the Bidder provides the City with a court order that expressly prohibits the City from disclosure, the City will release the records on the date identified in the notice.

To the extent that the City withholds from disclosure all or any portion of proposer's material marked "CONFIDENTIAL", the proposer, by submitting a proposal in response to this Invitation to Bid, agrees to indemnify, defend and hold harmless the City of Marysville from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

C. Consent to Procedure

The City's sole responsibility shall be limited to notifying the Bidder of any request(s) for disclosure so long as the City retains the Proposal in the City's records. Failure by the Bidder to label parts as confidential or exempt from the public records act, or failure to deliver a court order enjoining disclosure by the specified date shall be deemed a waiver by the Bidder of any claim that such materials are exempt from disclosure.

1.18 RESPONSE PROPERTY OF THE CITY OF MARYSVILLE

All materials submitted in response to this invitation to bid become the property of the City of Marysville. Selection or rejection of a response does not affect this right.

1.19 NO OBLIGATION TO BUY

The City of Marysville reserves the right to refrain from contracting with any Bidder. The release of this Invitation to Bid does not compel the City of Marysville to purchase.

1.20 COST OF PREPARING PROPOSALS

The City of Marysville is not liable for any costs incurred by Bidder in the preparation and presentation of proposals and demonstrations submitted in response to this Invitation to Bid.

1.21 COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Marysville and which are actively participating may purchase from City of Marysville contracts, provided that the Bidder has agreed to such participation. Each Bidder must indicate on the quote submittal form if it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Marysville. The City of Marysville does not accept any responsibility for purchase orders issued by other public agencies.

Public agencies desiring to use Marysville's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Marysville, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be effected by a purchase order from the public agency, directed to the Bidder or other party contracting to furnish goods or services to the City of Marysville.

The City of Marysville accepts no responsibility for the performance of any purchasing contract by the Bidder, and the City of Marysville accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2. - SPECIFICATIONS

2.1 PROJECT DESCRIPTION The City of Marysville is soliciting bids for supplying Schaefer System collection carts for the Public Works Department. The carts are needed for a new service area the City of Marysville will be assuming service for.

2.2 SPECIFICATIONS

Containers shall meet the following minimum specifications.

1. Injection molded.
2. Plastic wheels.
3. Removable lid.
4. Rotating lower steel bar .
5. Dark grey color (body and lid).
6. Dark grey color (body), Black color (lid) 500 35 gal units
7. Hot stamp; sides and lid.
8. 10 year warranty.

2.3 PRICING ADJUSTMENTS

Prices must remain firm for the duration of the Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Bidder must supply documentation satisfactory to the City of Marysville such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published modification of price change(s).

The City of Marysville will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfactory of the City. Requests for any such change are to be made in writing to the Project Manager. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

All price reductions at the manufacturer's or distributor's level must be reflected in a reduction of the contract prices(s) to the City of Marysville retroactive to the effective date of the price reductions.

2.4 PAYMENT

City will pay Bidder submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Bidder has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed, or services rendered, including all labor, materials, supplies, equipment, and other expenses. The City reserves the right to require Bidder to correct any submitted or paid erroneous invoices according to the rates set forth in Section 3.3. City and Bidder agree that any amount paid in error by City does not constitute a change in the agreed upon

amount; Bidder agrees to issue a refund of any overages paid in error by the City. The total on the Purchase Order is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Bidder.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. Invoices should be submitted to the Project Manager.

SECTION 3. - BID SUBMITTAL REQUIREMENTS

3.1 BID SUBMITTAL REQUIREMENTS

Bidders must provide a bid which must demonstrate an understanding of the project requirements as stated throughout this Invitation to Bid.

Bids in response to this Invitation to Bid must be submitted in the order specific below.
Bids must include:

- A. Bidder Commitment and Information (attached)**
- B. Price Sheet (attached)**

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3.2 BIDDER COMMITMENT AND INFORMATION FORM

Company Name:		
Company Address:		
City:	State:	ZIP:
TAX ID #:	UBI #:	
Legal status of Bidder’s organization, i.e., corporation, partnership, sole proprietorship.		
Website:		City of Marysville Business License #:
Bidder Contact Name (if different from Authorizing Official):		Bidder Contact Title:
Bidder Contact Email:		Bidder Contact Direct Phone:
Bidder Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Bidder understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Bidder acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Bidder, must be submitted as the cover page.

The Bidder also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City’s request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone #:
Authorizing Official Signature:	

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3.3 PRICE SHEET

Complete the price sheet. Quotes for goods and/or services other than those specific will not be considered unless authorized by the solicitation.

If there is a conflict between the unit price and the extended price, the unit price must govern.

#	Description	Unit Price	Estimated Quantity *	Extended Price
1	USD35B – 35 gal Cart	\$	4,500	\$
2	USD65M – 65 gal Cart	\$	2,330	\$
3	USD95M – 95 gal Cart	\$	680	\$
4	GMT80 – 21 gal Cart	\$	854	\$
			Shipping	\$
			Subtotal	\$
			9.3% Sales Tax	\$
			Total	\$
Will you sell additional units to the City of Marysville at the price stated above until further notice? Yes <input type="checkbox"/> No <input type="checkbox"/>				
Do you certify that you are NOT on the Comptroller General’s list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs? Yes <input type="checkbox"/> No <input type="checkbox"/>				

*Note: Quantities above are current best estimates for evaluation purposes only. Actual purchase quantities may vary.

State the number of calendar days to have equipment delivered after receipt of order:

SECTION 4. - GENERAL TERMS AND CONDITIONS

Compliance with Law. Bidder, at its sole cost and expense, must 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 Marysville; and rules, regulations, orders, and directives of the City.

Amendments/Change Orders. No alteration, change, modification or amendment to this Contract is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Bidder and must be incorporated in written amendments to the Contract.

Assignment. This Contract may not be assigned in any manner or by any means by Bidder without the express written consent of the City.

Waiver and Remedies. City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Purchase Order are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.

Binding Effect. The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

Termination. City, at its sole discretion, may terminate this Contract for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Contract is terminated prior to the full delivery of goods and/or services, Bidder will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Contract.

Severability. Any invalidity, in whole or in part, of any provision of this Purchase Order must not affect the validity of any other of its provisions.

Payments. City will pay Bidder submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Bidder has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Bidder to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Bidder agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Bidder agrees to issue a refund of any overages paid in error by the City. The total on the Purchase Order is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Bidder.

Taxes. Bidder must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order; taxes levied on its property, equipment and improvements; and taxes on the Bidder's interest in this Purchase Order.

Warranties. Bidder warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all

applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

Ownership of Records and Documents. All materials, writings and products produced by Bidder in the course of performing this Contract must immediately become the property of the City. In consideration of the compensation provided for this Contract, the Bidder hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Bidder.

Non-Discrimination and Equal Employment Opportunity. During the term of this Purchase Order, Bidder will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Bidder will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

Governing Law/Venue. This Contract must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract must be brought in the Superior Court of Snohomish County, Washington.

Independent Contractor. Bidder, its subcontractors, agents and employees are independent Bidders performing services for the City and are not employees of City. The Bidder, its subcontractors, agents and employees, must not, as a result of this Contract, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Bidder, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Bidder must have the authority to control and direct the performance and details of the work described herein.

Insurance. The Bidder must obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work must be by the Bidder, subcontractor or anyone directly or indirectly employed by either the Bidder or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate and a \$2,000,000 products liability aggregate limit. The Bidder agrees to the following requirements relating to insurance coverage:

- a. **Liability Insurance.** All liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Public Entity shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.
- b. **Worker's Compensation.** Bidder must take out and maintain during the life of the Contract, Worker's Compensation, including Washington State Stop Gap, insurance for all its

employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Bidder must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Bidder.

- c. Employment Security. Bidder must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.