



# Invitation to Bid

**ADVERTISED DATE: JANUARY 16, 2016**

Invitation to Bid (ITB) Title: Printing of Inside Lynnwood Newsletter

ITB Number: 2606

Due Date: January 29, 2016 - 1:00 p.m.

Buyer: Cynthia Capifoni, ccapifoni@ci.lynnwood.wa.us, 425-670-5166

Alternate Buyer: Larry O'Connor, loconnor@ci.lynnwood.wa.us, 425-570-5168

The City of Lynnwood is seeking the services of a qualified Contractor to provide the printing of the City's Inside Lynnwood Newsletter.

**TOTAL BID PRICE: \$**

Sealed Bids are hereby solicited and will only be received by:  
 City of Lynnwood  
 Procurement Services Section  
 19100 44<sup>th</sup> Ave West  
 Lynnwood, WA 98036

**BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.**

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

## **SECTION 1      Instruction to Bidders**

### **1.1      Introduction**

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent Lynnwood's (the "City") estimated annual requirements. The City will be neither obligated nor restricted to the quantities or locations indicated.

### **1.2      Bid Submittal Procedure**

The **original and (one) copy(s)** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to the City no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the City requests that the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

### **1.3      Alterations to Document**

Any addition, limitation, condition or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

### **1.4      Late Bids**

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact time and date specified for receipt will not be considered.

### **1.5      Cancellation of ITB or Postponement of Bid Opening**

The City reserves the right to cancel the ITB at any time, either before or after the time and date established for bid submittals.

The City may change the date and time for submitting bids prior to the date and time established for submittal.

## **1.6 Addenda**

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the City will issue a written Addendum to the ITB.

## **1.7 Questions and Interpretation of the ITB**

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

## **1.8 Examination of Bid Documents**

The submission of a bid shall constitute an acknowledgement upon which the City may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services that are the subject of this ITB.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

## **1.9 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date**

At any time before the time and date established for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the City. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact time and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact time and date established for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

## **1.10 Bid Withdrawal After Public Opening**

Except for claims of error granted by the City, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the City. Evidence must be delivered to the City within two (2) business days after request to withdraw. The City reserves the right to require

additional records or information to evaluate the request. Any review by the City of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the City to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

### **1.11 Cost of Bid and Samples**

The City is not liable for any costs incurred by the Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time and date specified. Unless otherwise specified, samples shall be submitted with no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's request and expense.

### **1.12 Collusion**

By signing this bid, the Bidder certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The City's determination will be final.

### **1.13 Bid Effective Date**

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The City may request a Bidder grant an extension of the bid effective period.

### **1.14 Bid Price and Tax**

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB. Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The City shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

### **1.15 Protest Procedures**

The City has a process in place for receiving protests based upon invitation to bid or contract awards. The [protest procedure](http://www.ci.lynnwood.wa.us/City-Services/Bids-Proposals.htm) is available at <http://www.ci.lynnwood.wa.us/City-Services/Bids-Proposals.htm>

### **1.16 Bidder/Contractor**

This ITB and the Contract documents refer to the party submitting a bid as "the Bidder" prior to the award of the Contract, and as "the Contractor" after the award of the Contract.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

Bids will be evaluated by the City to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the City.

The City may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the City without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

### **2.2 Responsive and Responsible**

Responsive

The City will consider all the material submitted by the Bidder, and any other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining whether the Bidder is responsible, the City may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the Bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the City and other agencies, including, but not limited to, the effort necessarily expended by the City and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; and any other information having a bearing on the decision to award the Contract.

Failure of a Bidder to be deemed responsible or responsive may result in the rejection of a bid.

### **2.3 Financial Resources and Auditing**

If requested by the City, prior to the award of the Contract, the Bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this Contract.

The City reserves the right to audit the Contractor throughout the term of this Contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this Contract. The City will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this Contract.

### **2.4 Substitutions**

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use, unless stated otherwise in another provision of this ITB or the Contract documents.

Where indicated, brands of equal quality, performance and use may be considered by the City, provided the Bidder submits with their bid the brand, model, product number and other data necessary for comparison. The City retains the sole right to accept or reject substitutions.

## **2.5 Forms Required Before Contract Award**

The Bidder shall submit, within five (5) Days of the date of notification from the City, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Internal Revenue Service Form W-9](#) \*

\*If not on file with the City

## **2.6 Rejection of Bids**

The City reserves the right to reject any or all bid(s) for any reason or to waive informalities and irregularities in bids.

In consideration for the City's review and evaluation of its bid, the Bidder waives and releases any claims against the City arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive any and all claims for the costs of providing additional information requested.

## **2.7 Single Bid Receipt**

If the City receives a single responsive, responsible bid, the City may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

## **2.8 Public Disclosure of Bids**

All bid submittals and any Contract entered into under this ITB shall be considered public documents and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Bidder considers any portion of any record provided to Lynnwood under the ITB or under any Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of the record or any portion of the record, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Bidder of the request and allow the Bidder ten (10) business days to take any action it deems necessary to protect its interests. If the Bidder fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. Notwithstanding the foregoing, the City shall not be liable to the Bidder for inadvertently releasing records pursuant to a disclosure request under the ACT, regardless of whether the record is or is not clearly identified by the Bidder as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

Contract award, if any, will be made by the City to the low, responsive, responsible Bidder. The City will have no obligations until an award is made and an order placed with the Contractor. The City reserves the right to award one or more contracts as determined to be in the City's best interest. The City may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Bidder within the time for acceptance shall be a binding contract.

## **SECTION 3      Standard Contractual Terms and Conditions**

### **3.1      Administration**

This Contract is between the City and the Contractor who shall be responsible for providing the goods or services described herein. The City is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work under this Contract.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the City. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

### **3.2      Contract Amendments**

No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City. The City reserves the right to amend the Contract to add or delete goods or services within the intended scope of this Contract. This may include, but is not limited to approval of replacements for discontinued items; the addition of items of like function or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; or the extension of the Contract to include optional terms.

Cost or Price Analysis may be required by the City for the evaluation of Contract modifications, terminations, revision to Contract requirements or other circumstances as determined by the City.

### **3.3      Invoices and Payment**

The Contractor shall submit properly certified invoices to Lynnwood. The invoice(s) shall contain the following information: the purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, the invoices shall identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The City will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the City.

Failure to comply with these requirements or to provide an invoice in conformance with the Contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims relating to the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

Lynnwood will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by the City, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods Or Services**

After award, the Buyer or authorized City representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the City. All replacement goods and services shall be provided at the Contractor's own expense.

### **3.5 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the City must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The City may exercise this charge as a credit against invoices due the Contractor.

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

The City for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the City, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same and dispose of it in the manner the City directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

#### **B. Termination for Default**

If the Contractor does not deliver goods or services in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the City may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the City with a detailed written plan, which indicates the time and methods needed to bring the goods or services into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the City, the City may terminate the Contract. Termination shall occur by serving a

Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract, less any damages to the City caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the City hereunder in any manner.

#### C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the City may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If this Contract is terminated for non-appropriation, the City shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the City Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

### **3.7 Force Majeure**

The term force majeure shall include, without limitation by the following: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the City shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

### **3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with

applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract. The Contractor may be required to secure a City business license at the Contractor's expense. The successful Contractor is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Contractors may call 425-670-5159 for business license information.

### **3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security. If assignment is approved, it shall be accepted by the other party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **3.10 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City, the Contractor shall indemnify and hold harmless the City, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the City on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the City only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the City incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be awarded to the substantially prevailing party.

In the event the City incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit concerning this Contract shall only be filed in either the Snohomish County Superior Court or U.S. District for the Western District of Washington, in Seattle.

### **3.12 Conflicts of Interest and Non-Competitive Practices**

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.13 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the City.

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any Subcontractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the City to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and goods or services provided in the performance of this Contract. The Contractor shall make such documents available to the City for inspection, copying, and auditing upon request.

All records referenced in this section shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any Subcontractor, to the City, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the goods or services provided under this Contract.

The Contractor agrees to cooperate with City or its designee in the evaluation of the goods or services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each City division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **3.15 Other Public Agency Orders**

Other federal, state, City and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.16 Patents and Royalties**

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

### **3.17 Non-Waiver of Breach**

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

### **3.18 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

### **3.19 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

If this Contract is a covered transaction for purposes of the Code of Federal Regulations and the Contractor is required to verify that none of the Contractor, its principals, or affiliates, are excluded or disqualified from receiving contract award by the Federal Government. The Contractor is required to comply with CFR and must include the requirement to comply with the CFR in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of the CFR while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.20 Incorporation of Documents**

The Contract between the awarded Bidder and the City shall include all documents mutually entered into at the time of Contract award, specifically including the Contract document, the solicitation, and the response to the solicitation. The Contract must include, and be consistent with, the specifications and provisions stated in this solicitation. The City shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

## **SECTION 4      Specific Contractual Terms & Conditions**

### **4.1      Contract Value**

The estimated annual value of this Contract is approximately \$12,000. The City will not be limited, restricted or bound by this dollar value, nor shall the City be obligated to purchase any items contained in this ITB.

### **4.2      Contract Term**

The term of this Contract will be 5 years, subject to the termination clauses contained herein. Lynnwood reserves the right to extend the term if determined to be in the best interest of the City.

Contracts or purchase orders will be issued by the City. Contract amendments or change orders issued by the City may reflect modification(s) of contract terms, funding or other matters.

The City reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the City's requirements for the goods or services awarded nor will the City be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### **4.3      Price Revisions**

Prices shall remain firm for the duration of the Contract term. The Contractor may request price changes, and shall supply documentation satisfactory to the City such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by the City.

The City will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the City will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall provide the City's Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of any price increase. The City may cancel the Contract if the price increase request is not approved.

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

### **4.4      Shipping Charges**

All prices shall include freight FOB to the designated delivery point. The City will reject requests for additional compensation for freight charges.

### **4.5      Packing Slips**

Each delivery to the City shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of

that order, identify the items not shipped and provide a projected completion date of the order. If the delivery combines items from more than one purchase order, the Contractor shall include separate packing slips in the shipment for each.

#### **4.6 Warranty**

The Contractor warrants that the goods, services, or other work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such goods, services or other work by the City. Any goods, services, or other work corrected shall be subject to this subsection to the same extent as that initially provided.

The Contractor shall provide, upon request by the City, its standard warranty. The warranty shall be specific for all components of the goods, services or other work regardless of whether the components were built by an original manufacturer or outside supplier. The City may avail itself of the Bidder's or manufacturer's standard warranty if more beneficial to the City.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the City shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, Contractors, distributors and Subcontractors. The Contractor shall cooperate with the City in facilitating warranty related work by such suppliers, Contractors, distributors and Subcontractors.

Contractor warrants that the services provided shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules and regulations.

#### **4.7 Warranty Remedies**

Whenever possible, the Contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) month period immediately following acceptance of any goods, services or other work covered by this Contract, the Contractor or the City discovers one or more material defects or errors in the goods, services or other work or any other aspect in which the goods, services or other work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the City, correct the defect, error or nonconformity.

The City shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the City, in its sole discretion, may correct the defect itself. In the case of an emergency where the City believes delay could cause serious injury, loss or damage, the City may waive the written notice and correct the defect. In either case the City shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the goods, services or other work to the applicable Contract requirements, including shipping charges, regardless of who actually corrects the defect.

## **SECTION 5 Scope of Services**

### **5.1 Introduction**

The City produces and distributes a newsletter called Inside Lynnwood. Inside Lynnwood is the City's way of communicating with its citizens and businesses about City programs and upcoming events. Historically, the City produced and mailed Inside Lynnwood four (4) times per year, however in 2015 this was cut back to three (3) editions due to budget restrictions.

Inside Lynnwood is an eight (8) page gatefolded newsletter, which is designed by an outside Contractor and edited in house by City staff. The printer will be required to work closely with the graphic designer and editor in terms of how best to deliver camera-ready materials and will be expected to serve in an advisory capacity regarding sizing and resolution of photos and other graphics (when necessary).

Three times per year the City typically prints approximately 17,000 copies, which are addressed to "postal customer" and sent as a saturation mailing to all households and businesses within the City limits with additional office copies.

### **5.2 Specifications**

The quantities listed in this document are estimated and based on postal routes. The City will periodically update the postal routes mapping.

The contractor will be provided camera-ready art in Adobe InDesign Software. Contractor shall then print (approximately 17,000) and distribute to all postal stops within City limits and provide 200 extra copies to be delivered to the City Hall receptionist. The City will accept overages that are ten percent (10%) or less of the amount requested. The City believes the print specifications contained herein adequately describe the printing requirements. The Contractor is required to call any deficit to the attention of the City project manager. The finished product must be like the sample of the most recent edition of Inside Lynnwood which can be found at:

<http://www.ci.lynnwood.wa.us/City-Services/Community-Outreach/Inside-Lynnwood.htm>

The City requests pricing for several printing options in Section 5.7. Each edition of the newsletter is eight (8) pages in length and in full color. Inside Lynnwood is currently printed on 70.0lbs Opaque Text paper on 33 ¼" x 10 ½" paper trimmed to 8 3.8" x 10 ½".

The printer shall produce the number of copies needed so that every postal stop within the City limits receives a copy of Inside Lynnwood (approximately 17,000 plus an additional 200 and any approved overages).

The printer shall sort by postal route and deliver the newsletters to the Lynnwood Post Office located at 6817 208th Street SW Lynnwood, WA 98036. Postage is pre-paid and will be charged to the City's bulk mail account. The additional 200 plus approved overages will be delivered to the receptionist at City Hall located at: 19100 44th Avenue West, Lynnwood WA 98036.

### **5.3 Printing Approvals**

The printer shall provide a proof to the City project manager for final approval. Failure to provide a proof to the City in advance of publication shall make the Contractor fully responsible for all errors, corrections, and damages.

To the extent that problems in the proof are due to the City's revisions then the City shall bear the costs of the changes to the original artwork, design, text, and similar attributes.

To the extent that the corrections are the fault of the printer, then the printer shall bear the costs of the corrections and shall reprint and/or redistribute the newsletter. Such corrections that are considered the exclusive responsibility of the printer include improper paper size that does not comply to the specifications herein, incomplete or smudged printing on the pages, color overlay that does not properly align to two-color print, and other similar defects in production. Should the production completely fail, the City retains the right to terminate the publication immediately and the City shall not be held responsible for payment of the failed production, and may require the printer to pay for damages including reproduction at an alternative location as a result of the failure to meet the printing obligation.

### **5.4 Contract Term**

The City desires to enter into a five (5) year contract to print and distribute copies of Inside Lynnwood. Pricing shall be good for a minimum period of twelve (12) months following the date of the fully signed contract.

### **5.5 Brand Names Used in this Specification**

This is NOT a brand name specification. When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Contractor specifies the brand and model and submits descriptive literature. Any bid containing a brand that is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

The City shall be the sole judge in the determination if the "equal or equivalent" is acceptable. The responsibility of demonstrating to the City's satisfaction that a product is "equal" to that specified shall be on the Contractor proposing the substitution. Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the proposal, including time for Contractors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions or engage outside consultants or experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal or equivalent" to that specified will be made in writing and, if made prior to bids being due, other bidders will be notified if practical and convenient.

## 5.6 Delivery

The Contractor shall comply with printing and order provided to the Contractor by the City project manager. Schedules are critical and important to the production of Inside Lynnwood.

Printer will deliver each edition to the USPS for mailing, and deliver 200 office copies to City Hall, 19100 44<sup>th</sup> Ave W, Lynnwood WA 98036.

|  |                |
|--|----------------|
| 1 <sup>st</sup> Edition: March               |                |
| Final Draft / Proof Approval sent to Printer | Feb 19         |
| Printer delivers to Post Office              | Feb 28-March 1 |
| 2 <sup>nd</sup> Edition: early June          |                |
| Final Draft sent to Printer                  | May 27         |
| Printer delivers to Post Office              | Jun 16-17      |
| 3 <sup>rd</sup> Edition: October             |                |
| Final Draft sent to Printer                  | Sept 30        |
| Printer delivers to Post Office              | Oct 10-11      |

## 5.7 Pricing Schedule

Provide the associated COST FOR EACH portion of the work.

| Item # | Est. Quantity | DESCRIPTION  | Unit Price<br>(per 1000)     | Total Price |
|--------|---------------|--|------------------------------|-------------|
| 1      | 17            | 1,000 printed 8 page newsletter, full color Gatefolded                           | \$                           | \$          |
| Item # | Est. Quantity | DESCRIPTION  | Unit Price<br>(per delivery) | Total Price |
| 2      | 3             | Distribution - cost to sort by postal route and deliver to post office and City. | \$                           | \$          |
|        |               |  | <b>Total (no tax)</b>        |             |
|        |               |  | <b>Copy total to page 1</b>  | \$          |

**SECTION 6 Bid Response**

**6.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

**6.2 Bidder’s Contact Information**

A. Primary Location

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. (Local/Toll Free): \_\_\_\_\_

Fax No. (Local/Toll Free): \_\_\_\_\_

UBI No.: \_\_\_\_\_

Washington State Contractor’s License (if applicable): \_\_\_\_\_

State hours and days of operation:

Hours: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Days: \_\_\_\_\_ to \_\_\_\_\_

**6.3 Remit Address (where payment will be mailed):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.4 Prompt Pay Discount and P card Acceptance**

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by the City, whichever event occurs last, and the check/warrant date. The City will take advantage of any prompt payment discount terms bid.

**Prompt pay discount offered \_\_\_\_\_ % - \_\_\_\_\_ Days, Net \_\_\_\_\_**

The City of Lynnwood transacts with a purchasing (P) card where possible, currently a VISA credit card. **The City will pay the bid unit amount for all products or services under this contract when transacting with the P Card.** Additional charges for P card ordering will not be allowed under this contract.

**6.5 Pricing**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

**6.6 References**

List the names and addresses of four (4) customers, for whom the Bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a Bidder be found unsatisfactory, the City, at its sole option, may reject that Bidder's bid. The City shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

**SECTION 7 Bid Opening Label**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

**URGENT – SEALED BID ENCLOSED**  
**Do Not Delay – Deliver Immediately**



**City of Lynnwood**  
**Procurement and Central Services Division**  
19100 44<sup>th</sup> Ave W  
Lynnwood, WA 98046

**URGENT**

**URGENT**

**Bid No.: 2606**

**Bid Title: Printing of Inside Lynnwood Newsletter**

**Due Date: January 29, 2016**

**Contractor:**

