



REQUEST FOR PROPOSALS
City of Sedro-Woolley
RFP No. 01-08
City Hall Moving Services
DATE DUE: February 8, 2008

Proposals will be received at the Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley, WA 98284, until 1:00 p.m., Friday, February 8th, 2008, for professional moving services to relocate the existing furniture, fixtures, equipment and files from the current City Hall to the new City Hall. Only proposals that arrive at City Hall by the deadline will be considered.

PROPOSAL INFORMATION

Proposal submittal sheets are attached.

Information regarding this solicitation, including addenda and results are available at www.ci.Sedro-Woolley.wa.us or contact Eron Berg at 360-855-1661 or e-mail eberg@ci.Sedro-Woolley.wa.us. All proposals shall be submitted on the furnished forms. The City of Sedro-Woolley reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of City of Sedro-Woolley.

SPECIFICATIONS

Specific requirements for the move are included herein under "Proposal Specifications"; all proposals are for moving services that begin on March 15, 2008 and are to be completed by March 16, 2008.

PROPOSAL OPENING

All proposals must be submitted to the Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley, WA 98284 no later than 1:00 p.m., Friday, February 8th, 2008, and must be clearly marked:

RFP No. 01-08
City Hall Moving Services

Only firm proposals will be accepted and the City reserves the right to reject any or all proposals or waive any irregularities and informalities in the proposals submitted and accepted by the City. No firm may withdraw his proposals after the hour set for the opening thereof, unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make proposal awards to the lowest and most responsive firm as deemed in the best interest of the City. Award, if any, will be evidenced by the issuance of a contract.

QUESTIONS

Unauthorized contact regarding this RFP with City of Sedro-Woolley employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding to the City of Sedro-Woolley. Firms should rely only on written statements issued by the individual named below. Questions regarding this RFP may be directed to

Eron Berg
360-855-1661
eberg@ci.Sedro-Woolley.wa.us

TAXES

Washington State sales tax shall be shown as a separate line on the submittal sheet.

BUSINESS LICENSE

The awarded vendors are responsible to become compliant with Sedro-Woolley business license requirements per SWMC 5.04. Vendors may call 360-855-1661 for business license information.

INSURANCE

The vendor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of A-VII or better. The policies will be written on an occurrence basis subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit:	<u>\$1,000,000</u>	Per Occurrence
	<u>\$2,000,000</u>	Annual Aggregate

The City of Sedro-Woolley, its agents, elected and appointed officials, and employees are to be listed as additional insureds under the policies.

The vendor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The vendor shall also maintain workers compensation through the State of Washington.

If at any time during the life of the contract or any extension, the vendor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

ERRORS

The City of Sedro-Woolley will not be liable for any errors in any vendor’s proposal. Vendors will not be allowed to alter proposals after the deadline for the submission of proposals.

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

PAYMENT

Payment will be made promptly upon receipt of a correct invoice for goods and services that have been delivered and accepted. 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. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to:

City of Sedro-Woolley
Accounts Payable
720 Murdock Street
Sedro-Woolley, WA 98284

AFTER MARCH 17, 2008
City of Sedro-Woolley
Accounts Payable
325 Metcalf Street
Sedro-Woolley, WA 98284

REJECTION OF PROPOSALS

The City of Sedro-Woolley reserves the right to reject any or all proposals at any time without penalty.

WITHDRAWAL OF PROPOSALS

Vendors may withdraw a proposal that 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 vendor must be submitted to the City Supervisor.

RESPONSE PROPERTY OF THE CITY OF SEDRO-WOOLLEY

All materials submitted in response to this request become the property of the City of Sedro-Woolley. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The City of Sedro-Woolley reserves the right to refrain from contracting with any vendor. The release of this RFP does not guarantee that the City of Sedro-Woolley will purchase.

COST OF PREPARING PROPOSALS

The City of Sedro-Woolley is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

AWARD

If an award is made as a result of this solicitation, it will be made to the lowest, responsible firm(s) whose proposal(s) is/are determined by the City to be responsive.

DETERMINATION OF RESPONSIBILITY

The following elements shall be given consideration in the determination of whether a vendor is responsible:

- The ability, capacity and skill of the vendor to perform the contract or provide the service required.

- The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- Whether the vendor can perform the contract within the time specified
- Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further proposals on the subject project or future tenders.
- The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Any other reason deemed proper by the City.

LIQUIDATED DAMAGES

Time is of the essence and the goods and services described herein must be completely furnished and operational by the date promised or the City of Sedro-Woolley will suffer harm. The vendor agrees to pay the City of Sedro-Woolley, as liquidated damages, a sum equal to \$500.00 per day for each and every calendar day that work remains uncompleted after the date promised. This amount shall be fixed as liquidated damages that the City of Sedro-Woolley will suffer by reason of such delay, and not as a penalty. The City of Sedro-Woolley shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract/purchase order execution, and that are entirely beyond the control and without the fault or negligence of the supplier. These causes include, but are not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargos.

ADDENDA

Bidders are responsible to check the City of Sedro-Woolley's website: www.ci.Sedro-Woolley.wa.us for the issuance of a addenda prior to submitting a bid.

PREPROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at City Hall, 720 Murdock Street, on February 6th, 2008 at 1:00 P.M. The purpose of the pre-bid conference is to allow all of the potential vendors to see the building and the items that are to be moved under this RFP.

PROPOSAL OPENING LOCATION

Proposals will be opened and read aloud at the appointed time in the Sedro-Woolley City Hall at 720 Murdock Street, Sedro-Woolley, WA 98284.

Eron Berg
City Supervisor

REQUEST FOR PROPOSALS
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RFP No. 01-08
City Hall Moving Services
BID SUBMITTAL SHEET

Description	Price
Relocate existing furniture, fixtures, equipment and files from 720 Murdock Street to 325 Metcalf Street, including providing all moving boxes, equipment, vehicles and labor.	\$
_____ . _____ % Washington State Sales Tax	\$
TOTAL	\$

Confirm that you will be able to fully perform the move beginning on March 15 and completing the move on March 16, 2008.

Yes No

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes No

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes No

Has the company operated at least 1 year without interruption? Yes No

Has an owner of the company been convicted of a crime within the past 10 years? Yes No

Does any employee or official of the City have any financial or other interest in your firm? Yes No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the vendor or a representative legally authorized to bind the vendor.**

FULL LEGAL NAME OF COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

SEDRO-WOOLLEY BUSINESS LICENSE _____

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RFP No. 01-08
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CUSTOMER REFERENCES

1. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Order _____

Date of Order _____

2. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Order _____

Date of Order _____

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City of Sedro-Woolley
RFP No. 01-08
STANDARD TERMS

STANDARD TERMS AND CONDITIONS: RFP THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE RFP, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF SEDRO-WOOLLEY AND THE LAWS OF THE CITY OF SEDRO-WOOLLEY PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the City Supervisor/Purchaser.
2. **ASSIGNMENTS** Provisions or moneys due under this contract shall only be assignable with prior written consent of the City Supervisor.
3. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
4. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
5. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
6. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
7. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
8. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
9. It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
10. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits F700-007-000 and F700-029-000 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
11. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
12. **DEFAULT** The Vendor covenants and agrees, in the event suit is instituted by the Purchaser for default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Washington State Superior Court shall have jurisdiction over any such suit, and that venue shall be laid in Skagit County.
13. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**

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SPECIFICATIONS

I. GENERAL

- A. It is the intent of these specifications to describe the goods and services in sufficient detail to secure comparable proposals for the performance of this service. This service shall not be subcontracted.

II. SCOPE OF WORK

A. LABOR TO BE FURNISHED BY THE SUCCESSFUL BIDDER

1. Adequate personnel including a working foreman to relocate the City of Sedro-Woolley's offices including identified furniture, fixtures, equipment and files from the existing City Hall at 720 Murdock Street to the new City Hall at 325 Metcalf Street within the specified period of time (March 15 and March 16, 2008).
2. Adequate supplies and equipment to support the move including but not limited to boxes or totes, moving equipment and vehicles, etc.

B. WORK SCHEDULE

Hours: All work to be accomplished between the hours of 6:00 A.M. and 6:00 P.M. on March 15 and March 16, 2008.

C. SCOPE OF MOVE

Identification of Furniture, Equipment, Fixtures and Files to be moved: Items will be identified in the mandatory pre-proposal meeting and walk-through and a descriptive list will be available at the meeting to memorialize the scope of the move.

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CONTRACT

THIS Agreement made and entered into at Sedro-Woolley, Washington, this _____ day of February, 2008 by and between CITY OF SEDRO-WOOLLEY, hereinafter called the "CITY", and _____, contractors duly authorized to perform moving services in the state of Washington, hereinafter called the "VENDOR."

WITNESSETH THAT:

WHEREAS, the CITY desires to have professional moving services to relocate its City Hall; and

WHEREAS, the VENDOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise when required, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the VENDOR responded to the City's RFP for moving services and was the lowest bidder;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The VENDOR shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated as VENDOR responsibilities throughout this Agreement and as described in Exhibit A, attached and incorporated herein. The City's RFP and the Vendor's response thereto is incorporated into this Agreement.

2. TERM

The Project shall begin upon the execution of this Agreement and shall be completed no later than the March 16, 2008.

3. COMPENSATION AND METHOD OF PAYMENT

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY. No payment shall be made for any service rendered by the VENDOR except for services identified and set forth in this Agreement, including Exhibit A.

4. INDEPENDENT AGREEMENT OR RELATIONSHIP

A. The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the VENDOR. No agent, employee, servant or representative of the VENDOR shall be deemed to be an employee, servant or representative of the CITY for any purpose, and the employees of the VENDOR are not entitled to any of the benefits the CITY provides for its employees except as otherwise expressly provided herein. The VENDOR will be solely and entirely responsible for its act and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the result of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion thereof.

5. INDEMNIFICATION OF CITY

The VENDOR shall protect, defend, hold harmless and indemnify the CITY against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the VENDOR's negligent performance of this Agreement or by conditions created thereby, or based upon violation of any code or regulation, and the defense of any such claim or actions.

The VENDOR shall also indemnify the CITY against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the VENDOR and any employees or volunteers of the VENDOR.

6. INSURANCE

A. The VENDOR will carry and maintain throughout the period of the Agreement at its own expense insurance as identified in the RFP.

7. ASSIGNMENT/SUBCONTRACTING

The VENDOR shall not assign its rights and duties under any portion of this Agreement without the written consent of the CITY. Consent must be sought in writing by the VENDOR not less than fifteen days prior to the date of any proposed assignment.

8. MAINTENANCE AND INSPECTION OF RECORDS

A. The VENDOR shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the VENDOR shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The VENDOR shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The VENDOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

9. EXTRA WORK

A. The CITY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, or otherwise affects any other terms and conditions of the Agreement, the CITY shall make an adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. The VENDOR must submit its “modification proposal request” (MPR) under this clause and receive written approval for the change prior to commencing work on the order.

D. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

10. WAIVER

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

11. SEVERABILITY

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations

of the parties shall be construed and enforces as if the Agreement did not contain the particular term, part or provision held to be invalid.

12. ENTIRE AGREEMENT

This instrument, including the RFP, specifications and Contractor's bid/proposal, contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

13. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the first page of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

CITY OF SEDRO-WOOLLEY

VENDOR

Mike Anderson, Mayor

By:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney