

ITB Copy #: _____



INVITATION TO BID
(SOLICITATION NO. 3668)
for
Paint and Painting Supplies

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Attachments:

- **BID FORM**
- **GENERAL TERMS AND CONDITIONS**

Bids Due: 2:00 p.m., Friday, January 5, 2007

INVITATION TO BID

Paint and Painting Supplies

The Seattle Housing Authority (SHA) is seeking bids for paint and painting supplies.

Obtaining the ITB: To obtain a copy of the ITB package, please contact Alan Hoffer, Buyer, at (206) 615-3381, by fax at (206) 615-3462, by e-mail at ahoffer@seattlehousing.org, or by mail at the address below. Questions about this ITB may also be directed to this Buyer.

Bid Deadline: Sealed bids must be received not later than 2:00 p.m. on Thursday, January 5, 2007, at the address or indicated below.

Seattle Housing Authority
Purchasing Division
Attention: Alan E. Hoffer
120 Sixth Avenue North
Seattle, Washington 98109-5002

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate in a subcontracting or supply capacity on SHA contracts.

Rights Reserved: SHA reserves the right to waive as an informality any irregularities in bids, and/or to reject any and all bids.

Other Opportunities at SHA: For additional information regarding other business opportunities, please visit SHA's Web Site at: <http://www.seapha.org/businessopport/Bus00.htm>

Liz Alzeer
Contracting Manager

Seattle Housing Authority

Invitation to Bid (Solicitation No. 3668)

Paint and Painting Supplies

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is requesting bids for paint and painting supplies as described in this Invitation to Bid including the Bid Form. Supplies may be used for all Seattle Housing Authority properties located within the Seattle City limits.
- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to nearly 23,000 low-income people in Seattle. SHA owns and operates nearly 6,500 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), and nearly 1,200 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program. Approximately 8,000 residents are children.

SHA houses more than 11,000 residents in its public housing units and more than 9,500 residents through its HUD-subsidized Section 8 program, which makes it possible for residents with low incomes to live anywhere in the city.

SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor and confirmed by the City Council. The Executive Director is appointed by, and reports to the Board, and is responsible for staff hiring and direction. SHA has approximately 582 employees and a total budget of \$129 million for Fiscal Year 2007.

B. BID EVALUATION CRITERIA

All bids received for this Invitation to Bid will be evaluated based on the following criteria:

1. **Price (70 points):** The low bid will be determined by evaluation of price and discount off of manufactures list prices. The low bid will receive 70 points. The second low bid will receive 65 points. For each subsequent bidder, an additional five points will be deducted (i.e., third low bid will receive 60 points; fourth low bidder will receive 55 points, etc.)

2. **Test Evaluation (20 points).** The four (4) lowest bidders will be requested to submit a five (5) gallon sample of the bidders paint, matched to samples provided and marked accordingly. All submitted samples must only be labeled with your ITB copy number (see cover page of this package) and the SHA identification number provided on the sample. Please do not include any additional markings (i.e. logos, company name, etc.). A blind test will be done by SHA referencing the ITB number only. Paint will be tested for the following factors and rated on a scale of 1 to 10, with 1 being poor and 10 being excellent:
- a. Hideability.
 - b. Coverage.
 - c. Odor.
 - d. Ease of application.
 - e. Ease of cleanup.
 - f. Color match.
 - g. Sheen, sample match.
 - h. Washability of painted surface 24 hours after paint application.
3. **Technical Support (5 points):** Evaluation of this criterion will be based on responses that are most favorable to the Seattle Housing Authority's interests. Each Bidder must submit a written statement as part of their bid addressing each of the following technical support issues:
- a. Availability of sales representatives and anticipated schedule or number of sales calls on SHA during the contract period.
 - b. Return policy
 - c. Accounting policy regarding invoicing errors
 - d. Back order policy and goals
 - e. Usage reports submitted in hard copy and electronic format, formatted using Microsoft Excel 2003 or Microsoft Access 2003, or later versions. The report shall include:
 1. SHA's Ship to Address.
 2. Manufacturer.
 3. Manufacturer Stock Number.
 4. Description.
 5. Unit of Measure.
 6. Year-to-date Quantity Purchased.
 7. SHA's Unit Price.
 - f. Additional services available at no charge to the Seattle Housing Authority.
4. **Discount Payment Terms and Restocking Fee (5 points):** Evaluation of this criterion will be based on:

- a. Discount payment terms that are most favorable to SHA's interests.
- b. Restocking fees for return of special orders and non-stock items by SHA.

The Seattle Housing Authority's payment terms are net 30 from the date of invoice. Each Bidder must submit a written statement as part of their bid addressing any discount payment terms that are being offered to the Seattle Housing Authority as part of the contract to be executed based on this Invitation to Bid.

C. INSTRUCTIONS TO BIDDERS

1. **Use of Bid Form:** Bids must be submitted on the Bid Form in this Invitation to Bid in order to be considered.
2. **Mark Bid Form Pages:** Each page of the Bid Form must be clearly marked with the Bidder's name.
3. **Signature on Bid Form:** The Bid Form must be signed by an authorized representative of the Bidder.
4. **Estimated Amounts:** Annual usage numbers are provided only as an estimate and do not guarantee that the Seattle Housing Authority will actually order that quantity from the Vendor.
5. **Number of Contracts:** SHA may choose to award more than one contract based on this Invitation to Bid. Vendors must bid on all items specified on the Bid Form.
6. **Bid Preparation Costs:** SHA shall not be liable for any costs incurred by a Bidder prior to the execution of a contract.
7. **Addendum:** In the event that it becomes necessary to revise any part of this Invitation to Bid, an addendum shall be provided to all Bidders who received the Invitation to Bid.
8. **Meeting Specifications:** The Bidder must bid and provide the products as specified on the Bid form (or equal).

9. **Provide Sample Products:** Upon request, the Vendor shall submit a sample, at no additional cost to SHA, of bid items for evaluation by SHA to ensure that the items are at least equivalent to those specified in the Invitation to Bid and on the Bid Form.
10. **Color Match Sample:** A one quart sample of our most commonly used color(s), will be provided upon request by SHA to bidders to use as a color match in preparing their bid.

D. SUPPLY REQUIREMENTS

1. **Period Bid Prices Valid:** If a contract is to be awarded, it will be awarded to the highest ranked Bidder within 45 days, beginning the day after the bid submittal deadline. Upon mutual consent of the highest ranked Bidder and SHA, the bid prices of the highest ranked Bidder may be extended. Additionally, an invitation may be extended to all Bidders to extend their bid prices if SHA in its sole discretion deems it necessary.
2. **Contract Period:** The contract(s) resulting from this Invitation to Bid will be for a one-year period from the date the contract is signed. The contract period may be extended on a yearly basis for up to four additional years if in the best interest and at the sole option of the Seattle Housing Authority. Annually, no later than three months prior to the expiration of each annual contract period, the Vendor may submit a request to extend the contract and propose price adjustments along with a written justification for such changes. If the Seattle Housing Authority does not approve the requested changes, it may terminate the agreement(s) and solicit new bids.
3. **Delivery Period:** The Bidder must have the ability to deliver supplies included in this Invitation to Bid to any SHA address within the Seattle city limits within (3) business days.
4. **Ordering Methods:** The Bidder shall accept orders placed by telephone or fax from a Buyer in SHA's Purchasing Division. The Buyer shall provide his or her name and telephone number; a Purchase Order number; and the name and shipping address of the facility ordering the supplies. In addition, the Bidder shall accept orders placed through the use of an SHA Purchasing Card (major bank VISA card) from SHA employees with such a card.
5. **Prices:** All prices shall be net F.O.B. Destination with transportation charges prepaid.

6. **MSDS:** The vendor shall provide, at the time of delivery, consistent with federal law, a Material Safety Data Sheet (MSDS) with SHA's purchase of any items containing hazardous substances.
7. **Packing Slips:** The vendor shall provide, at time of delivery, a packing slip that includes description, quantity, and information regarding partial or backorders.
8. **Invoices:** The Bidder shall accurately invoice per the prices in the contract and shall issue one invoice per order. The Bidder shall mail invoices in duplicate to the SHA accounts payable office (PO Box 19028, Seattle, Washington 98109-1028), except that purchases made through the use of an SHA Purchasing Card shall be billed to the address specified by the Purchasing Card holder at the time of the order. Invoices shall include the Purchase Order number or Purchasing Card holder's name; and SHA's contract price.
9. **Most Favored Customer:** The Bidder shall not charge SHA a higher price than that of another customer purchasing the same product and same quantity. Any special promotions, incentive programs, price cuts, rebates, or warranty extensions offered during the term of the contract shall be passed on to SHA.
10. **Partial and Back Orders:** The Bidder shall deliver orders within three (3) business days following the order placement. In the event the Bidder cannot completely fill the order with this time frame, prior to delivery, the Bidder shall promptly notify the buyer or Purchasing Card holder by telephone that the order cannot be filled completely. At the buyer's or Purchasing Card holder's option, it may cancel the order, agree to a partial order or back order, or agree to accept a substitute item(s) of equal or higher quality at the price of the item(s) for which the substitution is being made. The Bidder shall not substitute items without prior approval of the buyer or Purchasing Card holder. If an item is backordered, the Bidder shall specify an expected delivery date of the item(s).
11. **Incorrect Orders, Deliveries, or Defective Material:** The buyer or Purchasing Card holder will notify Bidder within five (5) working days after the receipt of any incorrectly ordered, delivered or defective material. The Bidder will provide the buyer or Purchasing Card holder with a return authorization within two (2) working days from request for authorization or allow the buyer or Purchasing Card holder to return the item(s) with a copy of the packing list. The Bidder will pick up the material and return it to their facility within three (3) working days. No service charge or restocking fees for items returned as a result of error by the Bidder, including but not limited to, damage, incorrect deliveries,

or material overages, shall be invoiced to or paid for by SHA. Special orders and non-stock items returned by SHA may be subject to a reasonable restocking fee. The Bidder will state, if applicable, its restocking fee on the separate written statement to be submitted with the bid, and as required by Section B4 of the ITB.

12. **Compliance to Specifications:** The contract may be evaluated periodically throughout the year to determine that all service, quality and delivery requirements are being met according to specifications and to insure that the Bidder adheres to contract pricing.

E. BID SUBMITTAL

Bids are due no later than the Bid Deadline indicated on page 1 of this Invitation to Bid, and must be submitted consistent with the requirements on page 1 of the ITB. Bids received after the Bid Deadline will not be evaluated or considered.

F. GENERAL INFORMATION

1. **EEO and Non-Discrimination:** SHA is an equal opportunity employer. It does not discriminate against individuals or firms because of their race, color, marital status, religion, age, sex, national origin, disability, creed or sexual orientation, nor does it contract with firms that engage in such discrimination.
2. **Diversity in Contracting:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit bids, to participate as subcontractors and suppliers in response to this ITB.
3. **Public Records:** All bids submitted become public records and may be reviewed by anyone requesting to do so.
4. **Contract Provisions:** The contract resulting from this Invitation to Bid shall be subject to the terms of this Invitation to Bid, the Bid Form, and the attached General Terms and Conditions.
5. **Taxes:** Per RCW 35.82.210, the property of a housing authority is declared to be public property used for essential public and governmental purposes, and such property and an authority shall be exempt from all taxes and special assessments of the city, the county, the state, or any other political subdivision thereof. Additionally, under WAC 458-20-189, an authority is exempt from excise taxes. SHA's Federal ID 91-6000977-W.

SEATTLE HOUSING AUTHORITY
PAINT AND PAINTING SUPPLIES BID FORM (SOLICITATION NO. 3032)

SHA PART #	DESCRIPTION	UNIT OF MEASURE	VENDOR/MFG # OF CURRENT PRODUCT	ESTIMATED ANNUAL USAGE	PRODUCT BID	UNIT PRICE
300005	MASKING TAPE 1"	ROLL	3m 2040	3110		
300006	MASKING TAPE 2"	ROLL	3M 2040	1021		
300009	HAND MASKING PAPER MP-6	ROLL	3M J1772	420		
300010	HAND MASKING PAPER MP-9	ROLL	3M J1773	2391		
310028	LIPH HOUSING WHITE	GALLON	Rodda FS05F7720			
310058	SSHP HOUSING WHITE	GALLON	Rodda FS06H2263			
310059	SCATTERED SITES HOUSING WHITE	GALLON	Rodda FS02H9407			
350001	DRYWALL MUD, ALL PURPOSE	GALLON		110		
350006	FIXALL X LB (4.5 LB. BAG)	EACH		188		
350015	SPACKLE FAST & FINAL	QUART	SPAKFAST 3M	168		
350017	TEXTURE, SPRAY 8 OZ. AEROSOL	EACH	HOMAX	302		
	DRYWALL SANDPAPER - 80 GRIT	EACH	3M OR =	200		
	DRYWALL SANDPAPER - 100 GRIT	EACH	3M OR =	101		
Discount Bid						TOTAL

% Discount on Hyde Putty & Taping Knives or equivalent.
equivalent bid

% Discount on Purdy Brushes or equivalent.
equivalent bid

% Discount on Best Liebco Product or equivalent.
equivalent bid

% Discount on Rustoleum Spray Paint or equivalent.
equivalent bid

% Discount on Dow Corning /DAP caulking or equivalent.
equivalent bid

% Discount on all sundry items not listed.

COMPANY NAME _____

SIGNATURE _____