



Invitation to Bid  
For  
Vortex-Type Hydrodynamic Separators

No. 81368

Issued by  
Port of Tacoma  
One Sicum Plaza  
P.O. Box 1837  
Tacoma, WA 98401-1837

*The Port reserves the right to modify this schedule at the Port's discretion. Notification of changes in the response due date would be posted on the Port website or as otherwise stated.*

<b>Solicitation Schedule</b>	<b>Date</b>
ITB Issued	2/22/2018
Deadline for Questions	3/2/2018
Bid Due Date/Time	3/15/2018 @ 2 PM PST
<b>ITB Information</b>	
ITB Coordinator	Sharon Rothwell
E-mail Address	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone	(253) 592-6758

Please submit all correspondence via e-mail to the ITB coordinator  
and include the **ITB # 81368** in the subject line

## 1. PURPOSE

In this solicitation, the Port seeks to obtain hydrodynamic separators for the West Sitcum Stormwater Treatment project. It is the Port's intention to procure the Vortex-Type Hydrodynamic Separators in advance due to the long leadtime for the materials.

To learn more about the Port of Tacoma, visit [www.portoftacoma.com](http://www.portoftacoma.com).

### Single Award

With this solicitation, the Port intends to award one contract and does not anticipate multiple awards. Regardless, the Port reserves the right to make multiple or partial awards.

## 2. SOLICITATION OBJECTIVES

The Port expects to achieve these outcomes through this solicitation:

- To obtain quality products delivered in a timely manner.
- Get the best value; and
- Accurate and timely invoicing.

## 3. MINIMUM QUALIFICATIONS

There are no minimum qualifications.

## 4. SPECIFICATIONS

Provide new vortex-type hydrodynamic separators for above ground installation conforming to the requirements in Attachment C, Specification Section 33 44 43 Vortex-Type Hydrodynamic Separators.

### Right to Cancel

The Port reserves the right to cancel or reissue all or part of this Solicitation as allowed by law, without obligation or liability.

### Expansion Clause

Expansion of scope of this contract may occur when in the opinion of the Port Contracts and Purchasing Department the circumstances meet these criteria:

- (a) It could not be separately bid;
- (b) The change is for a reasonable purpose;
- (c) The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- (d) The change is not significant enough to reasonably regard it as an independent body of work;
- (e) The change could not have attracted a different field of competition; and
- (f) And the change does not vary the essential identity or main purpose of the contract.

Agreement to such a contract modification must be mutual. Only the Port Contracts and Purchasing department has the authority make such agreements on behalf of the Port. No other Port department has the authority to make such written notices. Written formal notices will document all expansions. The Port Purchasing shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Port purchasing manager.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, exercising options and alternates in the bid, or ordering of work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the ITB Coordinator.

### **Prohibition on Advance Payments**

The Port does not accept requests for early payment, down payment, or partial payment, unless the ITB specifically allows such. Maintenance subscriptions may be paid up to one year in advance provided that should the Port terminate early, the amount paid shall be reimbursed to the Port on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

### **Taxes on Invoice**

Contractor shall calculate and enter the state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in under [Chapter 458- 296-127-02620-247 WAC](#).

### **Identification**

All invoices, correspondence, and other written materials associated with this Contract shall be identified by the Contract number or the applicable Purchaser's order number.

### **Invoicing**

Invoices are to detail the services performed each month and must identify the Contract number or Purchase Order number on the invoice. Submit invoices electronically to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com) .

### **Price Protection**

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Contractor's Bid. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

### **No Additional Charges**

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with credit cards. Notwithstanding the foregoing, if market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

### **Subcontracts and Assignment**

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to all Subcontractors. The existence of a Subcontract shall not operate to release or reduce the liability of Contractor to the Port of Tacoma for any breach in the performance of the Contractor's duties.

### **Specifications by Reference**

Any material specified by reference to the number, symbol or title of a specific standard such as a commercial standard, federal specifications, a trade association standard, or other similar standard, will comply with the requirements in the latest revision thereof, and any amendment or supplement thereof in effect on the date of the ITB, except as limited to type class or grade, or modified in the specification, shall have full force and effect as though printed in specifications.

### **Quality of Labor and Material**

The entire work shall be done in every in a good substantial and workman like manner, fully up to the standards of first class work of this manner.

### **Substitutions**

The product, equipment, materials, or methods described or noted within the bidding documents are to establish a standard of quality, function, appearance, and dimension, and shall be deemed followed by the words "or equal". A proposed substitute shall have approved equal attributes and the Port shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.

## **Warranty**

The vendor shall guarantee the satisfactory operation of all repairs. Materials and equipment installed or furnished under this contract, and shall repair or replace to the satisfaction of the Port, any defective materials, equipment or workmanship which may be discovered within 48 hours after repair.

Without invalidating this guarantee the Port of Tacoma may procure products from the most available source when necessary to eliminate or hold downtime to a minimum. Charge back will be to Contractor. All costs for replacements or repairs under the guarantee to be borne by the Contractor. The Port of Tacoma will coordinate any procurement to guarantee items with the Contractor before placing order.

The Port of Tacoma will deal only with the Contractor and not with second or third parties supplying to the Contractor, where guarantees are concerned.

Manufacturer's warranties/product liability responsibilities apply besides the terms addressed in the contract.

## **Time**

The parties expressly agree that time is of the essence of this contract, and that any unexcused delay in completing work will cause inconvenience and expense to the Port, its lessees, and other users of its facilities.

## **Extension of Time**

Any extension of delivery and completion time under this contract must have written approval of the Port of Tacoma. If delay in completion of the work occurs caused by acts of God, of the public enemy, of the Port of Tacoma, of another Contractor in the performance of a contract with the owner, or caused by fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or weather, the sole remedy of the Contractor will be an equitable extension of time allowed for completion.

## **Contractor Authority and Infringement**

Contractor has authorization to sell under this Contract, only those services stated and allowed for by this Contract. Contractor shall not represent to any Purchasers they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Contractor may not intentionally infringe on other established Port Contracts.

## **Preparing Offer Forms with consideration of Prevailing Wages**

If State of Washington prevailing wage rates apply to this contract work, the Offer submitted must clearly show the intent of the Contractor to pay prevailing wages. The Procurement Coordinator will consider whether pricing of the Offer is sufficient to clearly support payment of prevailing wages, and may seek clarification and/or reject the Offer accordingly. (Note that your Offer should be sufficient to pay prevailing wages, as well as any Contractor costs associated with filing of Intents and Affidavits, including filing of one Intent for the contract or multiple Intents during the life of the contract as required by the Department of Labor & Industries).

### **Prevailing Wage Requirements**

- a) If this contract has a category of work subject to prevailing wages, as required by [RCW 39.12](#) (Prevailing Wages on Public Works) and [RCW 49.28](#) (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all Subcontractors.
- b) Filing Your Intent: The awarded Contractor and all Subcontractors shall file Intent to Pay Prevailing Wage Form(s) concurrent with contract execution and as otherwise required by L&I. The Contractor works directly with L&I to receive an acceptable and approved Intent concurrent with contract execution, and/or multiple intents as required by L&I, which will comply with L&I filing and approval requirements.
  - To do so, the Contractor and any Subcontractors will require a Contract Number and Start Date. The Contract administrator will provide this information;
  - The Contractor shall promptly submit the Intent to the Department of Labor & Industries (L&I) for approval;
  - The Contractor also shall require any Subcontractor to file an Intent with L&I;
- c) L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
  - If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Contract administrator; and
  - The Contractor shall notify the Contract administrator of the filing of Intents by both the Contractor and all subs.

- d) Contractor and any Subcontractor shall not pay any laborer, worker, or mechanic less than the prevailing hourly wage rates that are in effect at the time of bid opening, for the worker classifications under Washington State Prevailing Wages for the County where the work is performed.
- e) Employment of Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may receive wages lower than the Washington State prevailing wages. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- f) In certain situations, filing an Intent is required but the wages may be exempt. The Contractor may indicate that they qualify for an exemption to wages for the following:
  - Sole Proprietors, Partners, and their spouse;
  - Any partner who owns at least 30% of a partnership;
  - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation;
  - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- g) Prevailing Wage rates in effect are in Attachment H. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- h) It is the sole responsibility of the Contractor to assign the appropriate classification and associated wage rates to all laborers, workers, or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- i) With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any Subcontractors.
- j) Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before the Port can pay the final invoice. The Port may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- k) The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
- l) The Contractor shall notify the Contract administrator and provide a copy of the Affidavit(s).
- m) For jobs above \$10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
- n) In the event any dispute arises as to what the prevailing wages are for this Contract, and the parties involved cannot solve the dispute, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive, and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive, and binding on all parties.

## 6. INSTRUCTIONS, INFORMATION, AND COMMUNICATION

### **Bid Procedures and Process**

This chapter details Port procedures for directing the ITB process. The Port reserves the right in its sole discretion to reject the Bid of any Contractor that violates any procedures outlined in this chapter.

### **Communications**

All Contractor communications concerning this acquisition shall be directed to the ITB Coordinator shown below:

Sharon Rothwell  
(253) 592-6758  
[srothwell@portoftacoma.com](mailto:srothwell@portoftacoma.com)

Unless authorized by the ITB Coordinator, no other Port official or Port employee is empowered to speak for the Port regarding this solicitation. Any Contractor seeking to obtain information, clarification, or interpretations from any other Port official or Port employee other than the ITB Coordinator is advised that such material is used at the Contractor's own risk. The Port will not be bound by any such information, clarification, or interpretation.

Following the bid deadline, Contractors shall continue to direct communications to only the Port ITB Coordinator. The ITB Coordinator will send out information to responding companies as decisions are concluded.

### **Questions**

Contractors are encouraged to submit questions regarding this procurement. Getting answers during the procurement process allows Contractors to make a more informed bid offer. Questions are to be submitted to the ITB Coordinator by the date and time on page 1, to allow sufficient time for the Port ITB Coordinator to consider the question before the bids are due. The Port prefers such questions to be through e-mail directed to the Port ITB Coordinator e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this Bid or any subsequent contract. It is the Contractor's responsibility to assure that they received responses to the questions if any are issued.

### **Changes to the ITB/Addenda**

A change may be made by the Port if, in the sole judgment of the Port, the change will not compromise the Port's objectives in this acquisition. A change to this ITB will be made by formal written addendum issued by the Port's ITB Coordinator. Addenda issued by the Port shall become part of this ITB specification and will be included as part of the final Contract. It is the interested Contractor's responsibility to assure that they have received Addenda.

### **Receiving Addenda and/or Question and Answers**

The ITB Coordinator will try to provide you notice, by posting addendums have been on the Port website. Contractors are encouraged to register as Plan Holders for the specific solicitation you are bidding on so automatic notification are sent out any time changes are made. Notwithstanding efforts by the Port, it remains the obligation and responsibility of the Contractor to learn of any addendums, responses, or notices issued by the Port. Such efforts by the Port to provide notice or to provide it on the website do not relieve the Contractor from the sole obligation for learning of such material.

Some third-party services independently post Port of Tacoma bids on their websites. The Port does not guarantee that such services have accurately provided Contractors with all information particularly Addendums or changes to bid date/time.

All Bids sent to the Port shall be compliant to all Addendums, with or without specific confirmation from the Contractor that the Addendum was received and incorporated. However, the ITB Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The ITB Coordinator could decide that the Contractor incorporated the Addendum information, or could determine that the Contractor failed to incorporate the Addendum changes and that the changes were material so the ITB Coordinator must reject the Offer, or the ITB Coordinator may determine that the Contractor failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the ITB Coordinator.

## **Submittal Requirements**

This section details Port procedures for bid submittal.

1. The format should follow closely that requested in this ITB.
2. Contractors have full responsibility to ensure the response arrives at the Port within the deadline. Late bids will be rejected.

### **Electronic Submittal**

Contractors are to submit their bid documents to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) .

Contractors can e-mail their bid documents by the bid opening date and time on Table 1 - Procurement Schedule.

**Note: Do not e-mail your bid response to any other e-mail address.**

1. Title the e-mail with the bid title, number and company name.
2. Any risks associated with the electronic transmission of the bid submittal are borne by the Contractor.
3. The Port e-mail system will allow documents up to, but no larger than, 20 Megabytes.
4. The Port intends to send a confirming e-mail in reply however; a Contractor may also contact the ITB Coordinator to confirm receipt of the bid.

## **Bid Opening**

The Bid shall be publicly opened by the Port at the date and time specified, at the Port Purchasing office.

## **Bid and Price Specifications**

Contractor shall provide their Offer on forms provided by the Port, indicating unit prices for each item, if applicable, attaching additional pages if needed. With a difference between the unit price and the extended price, the Port shall use the unit price. The Port may correct the extended price accordingly. Unless specified otherwise on the Offer Form, Contractor shall quote prices F.O.B. Destination, with freight prepaid and allowed. All prices are to be in US Dollars.

## **Do Not Submit Extra Comments, Explanations, Information or Changes**

The Port will reject bids that the ITB Coordinator finds to be taking material exception to the Port specifications and Port contract. Therefore, be careful that you do not add information or explanations on your Offer form. Do not take exceptions, do not offer alternatives (unless the Port specifically requests), and do not mark the Offer with changes to specifications or the contract. Do not attach your own boilerplate. Even adding an explanation about your pricing could cause rejection of your bid. This decision will be made in the sole opinion of the ITB Coordinator. If the Offer Form doesn't seem to adequately address your concern or clarification, call the ITB Coordinator for direction.

## **Partial and Multiple Awards**

Unless stated to the contrary in the Solicitation, the Port reserves the right to name a partial and/or multiple awards, in the best interest of the Port. Contractors are to prepare pricing and Offers given the Port's intention to utilize the right to a partial or multiple award, in the best interest of the Port. Further, the Port may eliminate an individual line item when calculating award, to best meet the needs of the Port, if a particular line item is not routinely available or is a cost that exceeds the Port funds.

## **Prompt Payment Discount**

On the Offer form or submittal, the Contractor may state a prompt payment discount term, if the Contractor offers one to the Port. A prompt payment discount term of ten or more days will be considered for bid tabulation.

## **Interlocal Purchasing Agreements**

This is for information only and consent of the Contractor, and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the Port of Tacoma may

purchase from Contracts established by the Port. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies with such agreements with the Port. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer.

### **Contract Terms and Conditions**

Contractors are to carefully review all specifications, requirements, Terms and Conditions (see Attachment #D), and insurance requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms and conditions are mandatory and all submittals should anticipate full compliance with no exceptions to these Terms and Conditions.

### **Incorporation of ITB and Bid in Contract**

This ITB and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the Port's contract with the Contractor.

### **Effective Dates of Offer**

Offered prices in Bid must remain valid until Port completes award. Should any Contractor object to this condition, the Contractor must provide objection through a question and/or complaint to the ITB Coordinator prior to the bid closing date.

### **Cost of Preparing Bids**

The Port will not be liable for any costs incurred by the Contractor in the preparation and presentation of Bids submitted in response to this ITB including, but not limited to, costs with the Contractor's participation in demonstrations and the pre-Bid conference.

### **Contractor Responsibility to Examine Documents**

It is the Contractor responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Contractors must comply with all Federal, State, and City laws, ordinances and rules, and meet all registration requirements where required for Contractors in the Washington Revised Statutes. By responding to this Invitation to Bid (ITB), Contractor agrees that he/she has read and understands all documents within this ITB package.

### **Contractor Responsibility to Provide Full Response**

It is the Contractor's responsibility to fully respond with an Offer Form that does not require interpretation or clarification by the ITB Coordinator. The Contractor is to provide all requested materials, forms and information. The Contractor is responsible to ensure the Offer properly and accurately reflects the Contractor specifications and offering. The Port does not accept materials to supplement the bid after the bid deadline; however this does not limit the right of the Port to consider additional materials obtained by the Port such as references or past experience, even if such materials were not specifically submitted by the Contractor, or to seek clarifications from the Contractor by the Port.

### **Do Not Attach Additional Materials with your Bid**

Do not insert material sheets, extra product options, comments on boilerplate, supplemental or suggested contract terms, or other similar materials unless such materials are specifically requested by the Port or are necessary to show an "or equal" product specification. Such additional materials can compromise the clarity of your bid and result in rejection of your offer. If the materials conflict with your Offer, the Port will not be obligated to clarify or determine which has priority; the Port may instead reject your bid.

### **Changes or Corrections to Bids**

Prior to the bid submittal closing date and time established for this ITB, a Contractor may change its bid provided the change is initialed and dated by the Contractor. No change to a bid shall be made after the bid closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the Port's published Offer Form. If you need to change any of your own prices or answers you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

### **Errors in Bids**

Contractors are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Contractor's obligations to the Port.

## **Withdrawal of Bid**

A bid submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the Port.

## **Rejection of Bids and Rights of Award**

The Port reserves the right to reject any or all Bids with no penalty. The Port may waive immaterial defects and minor irregularities in any submitted Bid.

## **Bid Disposition**

All material submitted in response to this ITB shall become the property of the Port upon delivery to the ITB Coordinator.

## **Minority & Women's Business Enterprises (WMBE)**

The Port of Tacoma encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the Port does not give preferential treatment, it seeks equitable representation from the minority and women's business community.

Participation may be directly in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in evaluating Bids, no minimum level of MWBE participation will be required as a condition for receiving an award, and Bids will not be evaluated, rejected, or considered Non-Responsive on that basis.

Any affirmative action requirements in Federal regulations or statutes included or referenced in the original Solicitation will apply. Contractors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section should prevent or discourage Contractors from inviting participation from non-MWBE firms, MWBE firms, and Small and Emerging Businesses.

## **Proprietary or Confidential Information**

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, Purchasing shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchasing will notify the Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

The Port's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

## **Requesting Disclosure of Public Records**

The Port asks Contractors/Sub-Contractors and their companies to not request public disclosure of proposal records until an intention to award is announced. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, the Port will continue to respond to all requests for disclosure of public records as required by State Law.

## **No Gifts and Gratuities**

Contractors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any Port employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Contractor.

### No Conflict of Interest

Contractor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any Port official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Contractor performance. The Port shall make sole determination on compliance.

## 7. BID SUBMITTALS

- a) **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Corporation Commission in which you incorporated that shows your legal name as a company. Many companies use a "Doing Business As" name or a nickname in their daily business. However, the Port requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often within the Secretary of State's Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState.html>
  
- b) **Bid Offer Form:** This response is mandatory. See Attachment A.

### Submittal Checklist

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

Cover Sheet	Optional
Legal Name	Important
Bid Offer & Non Collusion Form- Attachment A	Mandatory

## 8. EVALUATION PROCESS

The Port shall select the lowest responsive and responsible Contractor(s), and may consider multiple awards or partial awards to achieve the best overall price to the Port.

**Responsiveness and Responsibility:** Port Purchasing shall review submittals to determine basic responsiveness (timely submittal, all required forms submitted, etc.), responsibility (minimum qualifications, equal benefit determinations, etc.), a responsive and responsible Subcontracting Inclusion Plan, and technical minimum requirements if any (delivery date, required specifications etc.). An initial review will be made after opening, however additional and more detailed reviews may also be made during evaluation and prior to contract award. The review may be made of all Contractors or only as needed to determine the lowest responsive and responsible Contractor for award.

**Specifications:** Before tabulating pricing, the Port will evaluate Contractor compliance with specifications and bid requirements, and determinations of "or equal" alternates. If submitting an "or equal" the Contractor is to provide sufficient materials to show that the product is equivalent, by attaching comprehensive manufacturer specifications or other appropriate materials. Separately, the ITB Coordinator may also obtain and rely upon a manufacturer line card if the ITB Coordinator needs verification that the product is compliant. If the manufacturer specification material differs from the Contractors response or Contractor materials, the Contractor must clearly explain in their bid why the manufacturer specification material would differ from the specifications in the Bid or the ITB Coordinator may rely upon the manufacturer specification materials alone to make the determination.

**Pricing:** Award may be based on delivery. Whichever bid can meet the delivery date will be awarded the bid, if multiple bids can meet the delivery date the bid with the lowest price will be awarded the bid, if no bids meet the delivery date, the bid will be awarded to the bid closest to the delivery date.

Items on price sheets shall then be calculated for purposes of award. Item pricing will be multiplied by the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. In the event of an error in math, unit pricing will be considered the correct price and will be used. If any cost item is missing from a bidder Offer Form, the Port reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

**Delivery:** Requirements warrant that lead-times may be considered to accommodate the quickest receipt of materials possible. Vendor shall specify on the attached Offer Form the delivery lead time required (in calendar days).

**Prompt Payment Discount:** The Port will then calculate and reduce the pricing submitted, by applying any prompt payment discounts to evaluate price.

**Tie Bids:** if the top two Contractors provide the same price, the Port gives preference to local products and local Contractors. When the tied Contractors are out-of-state and there are no local bidders/Contractors, or if two local bidders/Contractors are tied, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

## 9. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The ITB Coordinator intends to provide written notice of the intention to award in a timely manner and to all Contractors responding to the Solicitation.

### Protests and Complaints

Protests and/or complaints are to be filed with the Director of Contracts and Purchasing. The Port has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. They are:

- **For specification protests**, the protester must state exact location of the challenged portion or clause, unless the challenge concerns an omission, an explanation of why any provision should be struck, added, or altered, and contain suggested corrections. A specification protest must be filed within five (5) working days of solicitation release;
- **For non-responsive determinations**, the aggrieved Contractor must specifically state why the determination is in error, identify where its submittal where it believes it is responsive, and why it believes, the Port was in error when it made the non-responsive determination. A non-responsive protest must be filed within two (2) working days of notification: and
- **For protests regarding award determinations**, the aggrieved Contractor(s) protest must set forth in specific terms the reasons the Port's decision is thought to be erroneous. An award determination protest must be filed within two (2) working days of notification.

Interested parties have the obligation to know of and understand these rules, and to seek clarification from the Port. Note there are time limits on protests and Contractors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

### Instructions to the Apparently Successful Contractor

The Apparently Successful Contractor will receive an Intention to Award Letter from the ITB Coordinator after award decisions are made by the Port. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

The Contractor will be expected to provide all essential documents within ten (10) business days. This includes attaining a providing proper proof of insurance. If the selected Contractor fails to complete all the final submittals within the allotted ten (10) days, the Port may elect to cancel the intended award and award to the next ranked Contractor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may cause Contractor disqualification for future solicitations for this same or similar product/service.

### Final Submittals Prior to Award

The Contractor(s) should anticipate that the Letter will require at least the following. Contractors are encouraged to prepare these documents soon, to eliminate risks of late compliance.

- Ensure the company has a current State of Washington Business License.
- Supply Evidence of Insurance
- Special Licenses (if any)
- Supply a Taxpayer Identification Number and W-9 Form

## **Attachments**

Attachment A – Offer Sheet & Non-Collusion Form

Attachment B – Terms and Conditions

Attachment C – Specification Sections and Reference Documents

- 01 33 00 – Submittal Procedures
- 33 44 43 – Vortex-Type Hydrodynamic Separators
- 90% Design Drawings
  - **NOTE:** These are provided for general arrangement, configuration, and required elevations only. Final design drawings will be provided following selection of an Advance Procurement Hydrodynamic Separator Supplier and prior to fabrication to ensure coordination with the items to be provided by the Contractor.
- Geotechnical Report

**ATTACHMENT A - OFFER SHEET**  
**Page 1 of 1**

**Port of Tacoma**  
**ITB# 81368 Title: Vortex-Type Hydrodynamic Separators**

**FREIGHT:** All freight, delivery and setup is to be included in the cost.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Extended Price (excluding sales tax)
1	Vortex-Type Hydrodynamic Separator	3			
	<b>TOTAL</b>				\$

Required delivery time is between 5/22/2018 and 6/28/2018. Will you meet the required delivery time?

Yes       No

If no, state delivery date (m/d/y): \_\_\_\_\_

The job classification information below is not part of the bid evaluation. Specify the Job Classification and Hourly Wage Rate that reflects the labor classifications that will perform the prefabrication work if awarded the contract.

Job Classification	Hourly Wage Rate
	\$
	\$
	\$
	\$

By submitting this Bid, Vendor acknowledges he/she has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions. The Vendor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

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1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the Port will correct the Extended Price.
2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all Port contract Terms and Conditions without exception.
3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialled, the Buyer may reject your bid. Do not use whiteout.

5. Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by that discount.

6. Interlocal Agreement: The Port of Tacoma has entered into Interlocal Agreements with other governmental agencies under RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

Yes:  No:

**Non-collusion:** The undersigned declares under penalty of perjury that the bid/proposal submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named. That the bidder/Contractor has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding. Lastly, that said bidder/Contractor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address, City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Washington State Contractor's License No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

Expiration Date \_\_\_\_\_ DUNNS Number \_\_\_\_\_

Unified Business Identifier (UBI) No. \_\_\_\_\_ Federal Tax Id No. \_\_\_\_\_

Full Legal Name of Company: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Port of Tacoma**  
**Standard Terms and Conditions for**  
**Purchase Order Contracts, Invitation to Bid & Request for Quotation**

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**1. Entire Agreement:** The Contract represents the entire and integrated agreement between the Port and the Vendor. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral. In the event of a conflict between the contract documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Port the maximum benefits thereof. The contract documents which set forth the rights and responsibilities of the Port and the Vendor with respect to this contract shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this contract shall be in Pierce County, Washington.

The contract includes the following terms and conditions and includes the invitation to bid, request for quotations, specifications, plans, resolutions and policies of the Port of Tacoma and the laws of the state of Washington, incorporated herein by reference.

**2. Definitions:** "Buyer" means Port of Tacoma. "Seller" means the party with whom Buyer is contracting and any reference to "vendor", "subcontractor", "contractor" or "supplier" shall also mean "Seller". The term "purchase order" or "order" shall mean the name or title of the instrument of contracting, including all documents, exhibits, and attachments referenced therein.

**3. Acceptance:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Seller are objected to and hereby rejected, unless otherwise provided in writing by the Purchasing Manager.

**4. Anti-Trust:** Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

**5. Assignments:** The provisions or monies due under this contract shall only be assignable with prior written consent of the Purchasing Manager. Shipment and billings made under any name other than Seller's must indicate that shipment is being made through and is subject to all instructions, terms and conditions of this order.

**6. Blanket Purchase Order:** This order is subject to these terms and conditions. Purchases are made as required without minimum or maximum amounts. Purchases are subject to price list provided by Vendor. Order may be terminated by the Port at anytime.

**7. Brands:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not 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.

**8. Changes:** No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Purchasing Manager. Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

**9. Default:** The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs, expenses expended or incurred in connection therewith, and reasonable attorney's fees.

**10. Delivery:** For any exception to the delivery date as specified on this order, Seller shall give prior notification and obtain written approval from the Buyer. With respect to delivery under this order, time is of the essence. The order is subject to termination for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.

**11. Handling:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

**12. Identification:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

**13. Independent Contractor:** An independent contractor relationship is created by this contract. The Seller or its employees or agents performing under this contract are not employees or agents of the Port of Tacoma. Conduct and control of the work will be solely with the Seller.

**14. Infringements:** Seller agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

**15. Liens:** Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

**16. Nondiscrimination:** The Seller 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 employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. It is further understood and agreed that any Seller 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 Port of Tacoma unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

**17. Nonwaiver by Acceptance of Variation:** No provision of this order, or the right to receive reasonable performance of any act called for by the Terms shall be deemed waived by a waiver by Buyer of a breach thereof as to any particular transaction or occurrence.

**18. Payments, Cash Discount, Late Payment Charges:** Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount

period shall commence on the date final approval for payment is authorized.

Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Seller may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified. Payments will normally be remitted by mail. Buyer will not honor drafts, nor accept goods on a sight draft basis.

**19. Prices:** Seller agrees that goods shall be billed at the lowest price at which it offers to sell or sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

**20. Rejection:** All goods or materials purchased herein are subject to approval by the Buyer. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Buyer or returned, will be at Seller's risk and expense.

**21. Risk of Loss:** Regardless of FOB point, Seller 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 Seller from any obligation hereunder.

**22. Save Harmless:** Seller shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Seller, its employees, agents, or subcontractors.

**23. Shipping Instructions:** Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping addresses specify room numbers, Seller shall make such delivery thereto without additional charge. When shipment is specified FOB origin, Seller agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges. If shipping charges are expected to exceed \$100.00, Buyer shall have the option of determining whether shipping shall be prepaid by Seller or billed directly to Buyer. Seller's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

**24. Taxes:** Unless otherwise specified, Buyer agrees to pay all state of Washington sales or use tax. No charge by Seller shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

**25. Termination for Convenience:** The Port may terminate this contract at any time for government convenience, in which case it shall provide notice to the Seller and reimburse the Seller for its costs and fees incurred prior to the notice of termination.

**26. Termination for Default:** In the event of breach by Seller of any of the provisions of this contract, the Buyer reserves the right to terminate this contract forthwith upon giving oral or written notice to Seller. Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of contract.

**27. Warranties:** Seller warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.