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INVITATION TO BID

Project Name: The City of Port Townsend will be accepting bids for:

12,000 Pounds of Activated Carbon for the Wastewater Treatment Facility

Project Description: This project includes: the work necessary to furnish and deliver to the City of Port Townsend wastewater treatment facility the **12,000 Pounds of Activated Carbon for the Wastewater Treatment Facility**. The material supplied shall be new, unused material.

Delivery. Bidder must state the number of days after the award that they will guarantee delivery. All units must be delivered within 90 calendar days from the Notice to Proceed to deliver the mixer to the City of Port Townsend.

Bid Submittal. Bids may **NOT** be received by fax. Only sealed bids will be accepted – See Instructions for Bidders.

Date for Bids. Bids will be accepted until **3:00 PM, Wednesday April 5, 2017**, City Clerk's Office, 250 Madison Street, Suite 2, Port Townsend, WA 98368. Any bids received after the specified time and date will not be considered.

Prescribed Forms. Each bid must be submitted on the prescribed bid forms.

Right to Reject Bids. The City of Port Townsend reserves the right to reject any and/or all bids and to accept the bid deemed most advantageous to the City of Port Townsend and to waive all informalities and irregularities in the bidding.

Inquiries regarding this bid request should be directed to John Merchant via email at jmerchant@cityofpt.us

Dated this **February 22, 2017**
City of Port Townsend, WA

By: David Timmons, City Manager

INSTRUCTIONS AND INFORMATION FOR BIDDERS

Procurement of Bid Documents. The City places the bid package and all amendments for this project on the City's website. If you receive the bid package and amendments from the City's website you need to send an email to jmerchant@cityofpt.us notifying us that you intend or are looking at bidding on this project or you may not receive any amendments and have the up-to-date package. If you've received a bid package from the City, you will have received the then current package at the time of your request, but please be aware there could then be subsequent amendments.

Receipt of Bids. Bids must be submitted on the forms provided herewith, all blanks of which must be appropriately filled in. The bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the date submitted, and the type of supply or service for which the bid is being submitted; if forwarded by mail, the bid must be enclosed in another envelope addressed to the City of Port Townsend. The City of Port Townsend may consider non-responsive any bid not prepared and submitted with provisions hereof.

Withdrawal of Bids. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding sixty days.

Late Bids. Any bid received after the time and date specified shall not be considered.

Bid Documents. Each bid must be accompanied by the following completed forms executed as required.

Exhibit A, Bid Proposal

Contract. The form of Contract is included in the bid package marked as Exhibit B, which is the form that shall be used and required of the bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Contract, within ten calendar days from the date when Notice of Award is delivered to the bidder.

Proposals. **All bids must be made on the required Bid Proposal** and must include the required bid documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Proposal must be fully completed and executed when submitted. Only one copy of the bid is required.

Basis of Award. The City will select and award the Contract to the lowest responsive, responsible bidder whose proposal, submitting the base bid, or base bid plus any alternatives (if any) selected by the City, as determined most advantageous to the City.

If at the time this contract is to be awarded, the lowest acceptable Bid exceeds the funds then estimated by the City as available, the City may reject all Bids or take such other action as best serves the City's interest.

If the Bid Proposal form includes alternatives, City may accept all, part, or none of the listed alternative bids. Apparent low bidder selection may be based on the total of the base bid plus those alternative bids the City chooses to accept (at the sole discretion of the City.)

Award of Contract. Contract award or bid rejection will occur within thirty calendar days of bid opening.

Execution of Contract. Within ten calendar days after the award date, the successful bidder shall return the signed Contract.

Waiver or Rejection. The City may waive any informality or minor defect or reject any and all bids at any time.

Bidder Familiarity with Requirements. Bidders must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid, and the bidder shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

Attorneys-in-Fact. Attorneys-in-fact who sign a Performance Bond must file a certified and effective dated copy of their Power of Attorney with the bond.

Notice to Proceed. A Notice to Proceed shall be issued within ten days of contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period, time may be extended by mutual agreement between the City and the Contractor. If the Notice to Proceed has not been issued within ninety days of bid opening or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of each party.

Qualifications of Bidders. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence is submitted by or an investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out obligations of the contract and to complete the work contemplated therein.

Applicable Law. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdictions over the City or of the work to be performed by the contractor shall apply to the contract throughout, and the bidder shall be required to be familiar with and comply with any such laws, ordinances, rules and regulations.

Conditional or Qualified Bids. A conditional or qualified bid will not be accepted.

Corrections, Interpretations and Addenda. Any omissions, discrepancies, or need for interpretation should be brought in writing via email to jmerchant@cityofpt.us or mailed to the following:

John W. Merchant
360-385-3193 Ext. 3197
City of Port Townsend Public Works – WWT/Compost Division
250 Madison Street, Suite 2R
Port Townsend, WA 98368

Written addenda to clarify questions, which should arise, will then be issued if appropriate. All interpretation or explanation of the bid contract documents shall be in the form of an addendum, and no oral statements by the City or any other officer, employee or other agent or representative of the City shall in any way modify the contract or bid documents, whether made before or after letting the contract.

Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein if all parties are willing. Each governmental agency may sign separate agreements with the awarded vendors.

Payment. Payment shall be made once the City has received and inspected and approved the delivered piece of equipment. Failure to perform any of the obligations under the contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved, including withholding amounts from any payment based on substantial completion to cover the City's cost to complete any punch list items.

Sales Tax/Use Tax. Retail sales tax to be collected from the City on the Contract amount shall be stated separately in the spaces provided, as applicable, and shall not be included in the unit or lump sum prices stated in the Proposal. The amount of retail sales tax stated will not be considered as a competitive bid item and will be considered to be an estimate only.

All other federal, state, and local sales, use, or other taxes as required by federal, state, or local laws shall be included in the unit prices, lump sum price, or other prices stated in the Proposal.

EXHIBIT A

BID PROPOSAL

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of, doing business
as _____.

To the City of Port Townsend ("City"):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for the following project or contract: **Supplying and delivery of 12,000 Pounds of Activated Carbon for the Wastewater Treatment Facility** in strict accordance with the Contract Documents and within the time set forth therein, and at the prices stated below.

The bidder certifies that he has personally examined the site and has carefully examined the plans, specifications and contract documentation for the project.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed.

Receipt is hereby acknowledged of Addendum(s) No(s): _____
[NOTE: write "none" if there were no addendums.]

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.

2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.

3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Bidder's Firm Name

Date

By: _____
Authorized Signature (required)

Bidder's address and
telephone/fax numbers for
official communications: _____

Proposal Section

Req. Item	Comm. Code	Description	Qty	Unit	Unit Price	Total Price
1.	0001	12,000 Pounds of Non-impregnated Activated Carbon for the Wastewater Treatment Facility as specified in attached specifications. <i>For Product Bid State:</i> Mfg.: _____ Brand/Model: _____	1	Ea	\$	\$
2.		Sales Tax	1	Ea	9.0%	
Total						\$
<u>Alternate for the above carbon</u>						
3.	0002	12,000 Pounds of Impregnated (KOH) Activated Carbon for the Wastewater Treatment Facility as specified in attached specifications. <i>For Product Bid State:</i> Mfg.: _____ Brand/Model: _____	1	Ea	\$	\$
4.		Sales Tax	1	Ea	9.0%	
5.						
Total						\$
Bidders shall state estimated delivery time from notice to proceed (Days)						_____ Days

Part 3 Specifications

Minimum SPECIFICATIONS

Description	Check If As Specified	Describe Fully If Not As Specified
<u>Activated Non Impregnated Carbon</u>		
<p>1. New odor control non-impregnated carbon material shall be activated. The activated carbon shall be bituminous coal based. The carbon shall be capable of adsorbing and removing odor causing compounds throughout the pellet volume in a wastewater treatment environment.</p>		
<p>2. <u>Alternate Carbon Media Impregnated (KOH)</u> The odor removing carbon based media shall consist of manufactured porous pellets. Pellets shall be formed from a combination of high quality activated carbon, and other binders, suitably impregnated with caustic chemicals to enhance the capacity for removal of hydrogen sulfide (H₂S). The media shall be capable of adsorbing and removing odor causing compounds throughout the pellet volume.</p> <p>The City of Port Townsend will be either purchasing 12,000 pounds of the non-impregnated carbon or the impregnated carbon. Not both. <u>The City will choose the product that is in the best interest of the City.</u></p> <p><u>Manufacturers:</u></p> <ol style="list-style-type: none"> 1 Carbon Link Corporation 2. Siemens Water Technologies 3. CALGON CARBON CORPORATION 4. Selective Adsorption Associates Inc. 5. Or Equal 		
<u>1.0 Quantity of Activated Carbon</u>		
1.0 12,000 Lbs of carbon (either non-impregnated or KOH impregnated).		
<u>2.0 Non- Impregnated Specifications</u>		
2.1 4mm x 6mm pellets.		
2.2 Packaged in 50Lb or 55Lb sacks.		
2.3 Carbon suitable to be used for wastewater treatment odor control vapor phase.		
2.4 Hardness Number to be 95 to 97		
2.5 H ₂ S Capacity (minimum) 0.30 g H ₂ S/cc Carbon (ASTM Method D6646).		
<u>2.01 Potassium Hydroxide (KOH) Impregnated Carbon (10%) Specifications</u>		
2.02 4mm x 6mm pellets.		
2.03 Packaged in 50Lb or 55Lb sacks.		
2.04 Hardness Number to be 95 to 97		

Description	Check If As Specified	Describe Fully If Not As Specified
2.05 H2S Capacity (minimum) 0.14 g H2S/cc Carbon (ASTM Method D6646).		
3.0 Delivery Requests		
3.1 Truck, delivered on pallets. To: City of Port Townsend Wastewater Treatment Facility 5300 Kuhn Street, Port Townsend, WA 98368		
3.2 Delivery Truck w/ lift gate preferred.		
3.3 Trucking company to telephone drop point 24hrs before delivery. (360) 385-3193.		
4.0 WARRANTY 4.1 Carbon and packaging shall be warranted against manufacturing defects. Bidders submitting literature stating warranties that do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal to be deemed “non-responsive” and rejected without further review.		

1.0 Descriptive literature

Descriptive Literature: If bidding other than specified, bidder is to provide with bid response descriptive literature fully describing product bid. Failure to do so may result in bid rejection.

1.1 WARRANTY(IES)

Bidder will submit a copy of warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the warranty. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials provided shall be new and unused.

In the event of conflict between contract terms and conditions and warranty submitted, to afford the City of Port Townsend maximum benefits, the contract terms and conditions shall prevail.

1.2 DEALER AUTHORIZATION

The Bidder, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection.

2 BID EVALUATION

2.1 EVALUATION / AWARD

It is the City of Port Townsend's intent to award a contract(s) to the lowest responsive/responsible bidder(s). To assure compatibility and/or for efficiency and economy, award will be made on what is in the best interest of the City.

2.2 Shipping terms

All bidders are required to bid FOB destination.

2.3 PRICING

Pricing shall remain firm and fixed for the term of the contract.

2.4 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

EXHIBIT B

AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the CITY OF PORT TOWNSEND, Washington, hereinafter referred to as the "City, " and _____ hereinafter referred to as the "Supplier";

RECITALS

WHEREAS, the City is desirous of contracting with said supplier for the purchase of _____

WHEREAS, the Supplier has submitted the lowest bid for the sale of said _____ and will be the supplier if said material is needed by the City.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, the parties agree as follows:

AGREEMENT

1. Purchase and Sale. The City hereby agrees to purchase the _____, needed and required by it during the period from _____ to _____ from the Supplier , and the Supplier agrees to furnish, supply and deliver to the City said _____ needed, required and ordered during said period.

2. Contract Documents. The Contract between the parties includes this Agreement along with all bid documents and Exhibits, each incorporated herein by this reference as if set forth in full.

3. Price. The City agrees to pay for said _____ the price as set forth in the Supplier's proposal.

4. Payment. Payment by the City shall be made monthly upon receipt of invoices from the Supplier, which shall be subject to verification as to quantities and qualities.

5. Materials. The materials so delivered shall conform to specifications provided in the above-mentioned documents, shall be merchantable and of high quality, and fit for the purposes of use intended by the City.

6. Delivery and Risk of Loss. The Supplier agrees to deliver the products to the place as designated in the Request for Bids within _____ days of a request for delivery by the City. Title

shall pass to the City on delivery to said designated place. Risk of loss, destruction or damage to the products shall be on the Supplier until title passes to the City.

7. Delays in Delivery. The City agrees that the Supplier shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Supplier obtains the products to make delivery, or due to delays in transportation, or due to strikes, labor difficulties, floods, fires or acts of God, or to the acts of regulations or any governmental authority or branch or agency thereof.

8. Cover for Non-Delivery. In the event of delay or non-performance by the Supplier for the reasons set forth in Section 7 of this Agreement, or for any other reason, the City shall be free to obtain said products from other sources without incurring liability or damages to the Supplier thereof.

9. Assignment; Delegation. The Supplier shall not assign this Agreement nor delegate any duties hereunder without the prior written consent of the City.

10. Insurance. The Supplier shall at all times during the term of this Agreement maintain all insurance required in accordance with the Bid Document, which is by this reference incorporated herein as if set forth in full. All insurance requirements shall be satisfied prior to or upon execution of this Agreement by the City.

11. Applicable Law; Venue. This Agreement shall be subject to, and the Supplier shall at all times comply with, all applicable federal, State and local laws, regulations, rules and provisions of the Charter, Municipal Code and ordinances of the City of Port Townsend. Venue for any action hereunder shall be in Jefferson County.

12. Termination. This Agreement can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this Agreement in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this Agreement may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business date after the date of postmark. Notices shall be delivered or mailed to the following:

To: The City
City of Port Townsend _____
250 Madison St #2R _____
Port Townsend, WA 98368

To: The Supplier

14. Price Changes

Price Increases Commodity: Price increases are not allowed.

Price Increases Delivery: Price increases are not allowed

15. Indemnity and Hold Harmless. The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suites including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Supplier and the City, its officers, officials, employees, and volunteers, the Supplier's liability hereunder shall be only to the extent of the Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

16. Independent Contractor. For all purposes, the Supplier shall be deemed an independent contractor and shall not be deemed an employee of the City.

17. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

18. Attorneys' Fees. In the event any action is brought by either party to enforce the terms of this Agreement or for breach of this Agreement by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and costs and disbursements incurred by such party.

19. Entire Agreement. This Agreement, together with all Bid Documents referred to herein, constitutes the entire contract for sale and purchase between the parties hereto.

20. Binding Effect. This Agreement shall be binding upon the parties, the heirs, personal representatives, successors and assigns.

21. Modification. No modification of this Agreement shall be of any force or effect unless in writing signed by the parties.

22. Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

23. Option to Extend Contract. The City reserves the right to extend the Contract for one additional year if mutually agreeable by both parties.

IN THE WITNESS WHEREOF the parties hereto have caused this agreement to be executed this _____ day of _____, 2017.

City of Port Townsend

Supplier

By _____
David Timmons, City Manager

By _____
Name: _____
Title: _____

Attest:

Joanna Sanders, City Clerk

Approved as to form:

Steve Gross, City Attorney