

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: 4490-18
DESCRIPTION: Access Hinged Cover Kits For Existing Double Flap Airlock Valves
DUE DATE: MONDAY, OCTOBER 31, 2018
No later than 9:00 A.M. Pacific Local Time

BID SUBMITTED BY:
COMPANY _____

MAILING ADDRESS _____

PHYSICAL ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Rick Rinderle
Purchasing

PART I. PRICING AND BIDDER INFORMATION

SECTION I. PRICING

TO: SPOKANE SOLID WASTE DISPOSAL - PURCHASING

BID NAME: Access Hinged Cover Kits For Existing Double Flap Airlock Valves

BID NO: WTE 4490-18

The purpose of this Request for Bid is to invite Bids to provide an annual supply (ordered as needed) of Hinged Access Cover Kits For Existing Double Flap Airlock Values, to be compatible with Plattco Double Flap Airlock Valves that are currently in use, to the City of Spokane Waste To Energy Facility, 2900 South Geiger Blvd, Spokane, WA 99224-5400.

Description	Annual Estimated Quantity of Kits Per Year More Or less	Unit Price Per Kit
Access Hinged Cover Kits to be provided will be compatible with Plattco Double Flap Airlock Valve Model H1222.	6 More Or Less	Vendor May Provide Tier Pricing
Vendor Percentage Discount Off List for any additional Access Hinged Cover Kits, to be compatible with Plattco Double Flap Airlock Valve models currently in use within the Spokane Solid Waste Disposal Facility, not currently listed, but may be realized are needed at a later point in time.		%

Payment Terms: Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

F.O.B. Delivery Point: Solid Waste Disposal, Waste to Energy Facility, 2900 S Geiger Blvd., Spokane WA 99224-5400

SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

SECTION II. BIDDER INFORMATION

ACCEPTANCE:

Company Name: _____
(Type or Print)

By: _____ **Title:** _____
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) being bid:

Name: _____

Phone: _____

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. **If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.**

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: _____

ORGANIZATION

Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of _____.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the Bid price. Vendor agrees to sell at the same price, terms and conditions.

YES _____ NO _____ If yes, prices are good until further notice

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP

MINORITY BUSINESS ENTERPRISE

Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS

1. DEFINITIONS

- a. Bidder - one who submits a Bid.
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to Spokane Solid Waste Disposal, Waste To Energy Facility, 2900 S

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The initial contract shall be for a 1 year period beginning approximately NOVEMBER 19, 2018.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

7. PRICING: FIRM PRICE

Pricing submitted on bid must be a firm price per Access Hinged Cover Kit and remain firm for the original contract term.

8. FREIGHT: All freight expenses shall be the responsibility of the winning Vendor.

9. PRICE ESCALATION/DE-ESCALATION

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.

Price increases will not be considered before the end of the first term of the Contract; First Term means the first 12-months of the Contract.

Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.

During the term of the contract, should the Contractor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Contractor shall immediately request that an amendment to the Contract to provide similar pricing to the City if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Contractor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

1. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.
2. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.

3. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
4. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
5. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
6. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so were PCBs found at a measureable level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so attach the results or note from whom the results can be obtained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have reason to believe the product contains measureable levels of PCBs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have reason to believe the product packaging contains measureable levels of PCBs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II. SPECIAL INSTRUCTIONS

1. Any specification questions concerning this Bid should be directed to David Paine, WTE Plant Manager, (509) 625-6878 or dpaine@spokanecity.org. Any administrative questions concerning this Bid should be directed to Rick Rinderle – rrinderle@spokanecity.org.
2. All access hinged cover kits delivered shall be comparable to the specifications set forth below. These specifications are “nominal” specifications. Supplier should supply their minimum chemical specifications including all information listed the City of Spokane Waste To Energy’s “nominal” specifications.
3. Quantities of access hinged cover kits requirements shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.

4. Should additional access hinged cover kits, other than those currently listed, become needed Vendor shall provide percentage off list.
5. Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane.
6. Vendor shall ensure deliveries to the Spokane Solid Waste Disposal, Waste to Energy Facility, Warehouse, Receiving, 2900 S Geiger Blvd., Spokane, Washington, 99224-5400.
7. Any access hinged cover kits that does not meet description specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the supplier.
8. If the product differs from the provisions contained herein, these differences must be explained in detail.
9. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
10. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.
11. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.
12. Federal and State laws governing this product must be satisfied.
13. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS

INITIAL

SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Access Hinged Cover Kits required:

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS CALLED FOR Access Hinged Cover Kits	TO BE SUPPLIED	EXCEPTIONS
Description		
Access Hinged Cover Kits to be provided will be Hinge Assess Cover Kit, compatible with Plattco Double Flap Airlock Valve Model H1222.		
Provide a brochure with specs of Access Hinged Cover Kit, with bid response, documenting compatibility.		
Cover letter stating qualifications for supplying specified product on contract with the City of Spokane.		

PART IV. BID SUBMISSION AND EVALUATION

SECTION I. BID SUBMISSION

1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION. **The following items must be included with your bid response or your bid could be declared non-responsive. The items have been identified in other areas of the bid, but have been listed here as a reminder:**

A. MSDS Sheets

B. Cover letter stating qualifications for supplying specified product on contract with the City of Spokane.

2. SUBMISSION OF PROPOSALS:

A. PROPOSALS MAY BE SUBMITTED BY EMAIL, MAIL, OR HAND.

B. If emailing, send one copy to City of Spokane Rick Rinderle at RRinderle@spokanecity.org. In the Subject, include WTE 4490-18.

It is the responsibility of the Bidder to be sure the email is received. If you do not receive an email confirmation sent directly by RRinderle@spokanecity.org, it is recommended that you call 509-625-6527 to confirm receipt. A delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt.

C. If mailing or delivering by hand, place one copy of the Proposal in an envelope. On the front of the envelope, place the following information:

PROPOSAL TITLE: **WTE 4490-18**
Access Hinged Cover Kits For Existing Double Flap Airlock Valves

DUE: **October 31, 2018; 9:00 A.M. Pacific Local Time**

PROPOSER'S NAME: _____

Mail or hand deliver one copy of the Proposal, as follows:

Spokane Solid Waste Disposal -Waste To Energy Facility
Attn: Rick Rinderle (Purchasing)
2900 South Geiger Blvd.
Spokane, WA 99224-5400

3. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

4. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of Bid prior to the scheduled Bid Due Date. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the Bid Due Date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- Uniformity or interchangeability.
- Any other information having a bearing on the decision to award the contract.

2. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

3. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

12. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

13. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

14. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

15. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

16. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

19. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

20. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

21. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

22. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.