



ELECTRIC CITY

INVITATION TO BID

CITY OF ELECTRIC CITY, WASHINGTON

On behalf of

REGIONAL BOARD OF MAYORS

COMMERCIAL WOOD CHIPPER

BID DUE DATE: MAY 3, 2023 AT 12:00PM (NOON)

Sealed bids will be accepted, on behalf of the Regional Board of Mayors (RBOM), in the City of Electric City Clerk's Office, 10 Stevens Ave, (PO Box 130), Electric City, WA 99123, Attn: Peggy Nevsimal, City Clerk/Treasurer, until 12:00pm (noon), May 3, 2023, for the purchase of one (1) Commercial Grade Wood Chipper. Sealed bids will be publicly opened and read aloud immediately thereafter, then and there. Only bids that arrive in the Clerk's Office by this deadline will be considered.

Mayor Diane Kohout is the contact person for questions regarding the specifications for this invitation to bid. Telephone 509-631-1501, mayor@electriccity.us

Instructions to Bidders:

- Fill in completely the attached Commercial Woodchipper Specification Form (Attachment A) and submit with Bid
- Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with these instructions and specifications.
- The vendor assumes responsibility for and shall include in their bid price the delivery and setup of equipment and the training of City staff on operation and use of supplied equipment quoted.
- Pricing and delivery shall be F.O.B. Destination to Delano Transfer Station, 22151 Alcan Rd, Grand Coulee, WA 99133
- Woodchipper shall be delivered complete and operational NO LATER THAN 6/15/23. Bidders must certify that the quoted equipment will be delivered and operational by 6/15/23.
- Any deviations from the listed specifications shall be noted as a Deviation and fully explained on Attachment A. For bids submitted with alternative specifications, or deviations from the specifications, the RBOM will make the final determination as to the acceptability or rejection of the alternate specifications.
- Include complete information on equipment guarantees and include copies of all equipment warranties with bid.
- The RBOM will not pay any costs incurred by the bidder in submission, preparation, and presentation of the bid.
- Bids may be withdrawn or modified by delivering a signed letter of withdrawal or modification to Peggy Nevsimal, Electric City Clerk/Treasurer PRIOR to bid deadline.
- In the event it is necessary to amend, revise or supplement any part of the Invitation to Bid, the City will make a reasonable effort to provide the addenda to all bidders to whom the City provided the initial Invitation to Bid
- A single response to this Invitation to Bid may be deemed a failure of competition and in the best interest of the RBOM, this Invitation to Bid may be cancelled.

- Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted by the RBOM. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, or the services rendered as described before payment may be made.
- All materials submitted in response to this request become the property of the City of Electric City on behalf of the Regional Board of Mayors. Selection or rejection does not affect this right.
- The RBOM reserves the right to refrain from contracting with any vendor.
- The release of this Invitation to Bid does not compel the RBOM to purchase.
- The RBOM reserves the right to reject any or all bids not in compliance with all prescribed procedures and requirements, waive minor irregularities not affecting substantial rights and may for good cause, reject any or all bids upon a finding of the RBOM is in the public interest to do so.
- If an award is made as a result of this solicitation, it will be made to the lowest, responsible, bidder whose bid is determined by the RBOM to be responsive.
- No pre-bid conference will be held for this procurement.
- RBOM estimated budget for this procurement is \$50,000.

Schedule for Selection Process:

Invitation to Bid Advertised	April 19, 2023
Sealed Bid opening	May 3, 2023 @ 12:00pm (noon)
Intent to Award	May 3, 2023

BID PROPOSAL

ONE COMMERCIAL WOOD CHIPPER

1. _____
MAKE MODEL MODEL YEAR

8.4% WSST \$ _____

TOTAL BID \$ _____

Guaranteed Delivery Date after AWARD _____

The undersigned hereby accepts the terms and conditions in full, as set forth herein. **This Bid Proposal must be signed and dated by the bidder or a representative legally authorized to bind bidder.**

Full Legal name of Company _____

Type of Business _____

Address _____

City/State/Zip _____

Email _____

Phone _____

Name (Print) _____ Title _____

Name (Signed) _____ Date _____

Years of Operation _____

UBI NUMBER _____

NON-COLLUSION DECLARATION

I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

2. That by signing the signature page of this Proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, Declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.