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## ARTICLE 1: DEFINITIONS

**IB-01.01 - DEFINITIONS**

For Federal FAA Project change General Conditions to General Provisions

All definitions set forth in the General Conditions of the Contract, or other definitions within the Contract Documents are applicable to the Bidding Documents.

1. Alternate Bid: The sum stated in the Bid offered by the Bidder to be added to or deducted from the Base Bid for Work described as a change in the project. An Alternate Bid may change price, time, scope, materials, or methods of construction.
2. Base Bid: The sum stated in the Bid offered by the Bidder to perform the Work described as the base, to which Work may be added to or deducted from based upon the sum(s) of Alternate or Alternative bids accepted by the Port.
3. Bidding Documents: Bidding Documents include references therein, namely the Advertisement, Instruction to Bidders, Bid form, Sample forms, supplemental forms and the proposed Contract Documents including Addenda, if any, issued prior to the time specified for opening of the Bids.
4. Small Works: Construction contracts with a total cost less than $350,000.00.
5. Substitutions: The product, equipment, material, or method proposed by a Bidder or Contractor to be incorporated into this project in place of that specified. Substitutions are not Alternative Bids. Substitutions shall not be considered prior to award.
6. Unit Price: An amount stated in the Bid as the price for a particular unit of the Work measured as described within the Contract Documents.

## ARTICLE 2: QUALIFICATION OF BIDDERS

**IB-02.01 - GENERAL**

1. Generally, no prequalification requirements are imposed prior to submitting a Bid. However, the Port of Seattle may make such investigations as they deem necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish to the Port all such information and data for this purpose as the Port may request. The Port reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Port that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein.

Small Works/or Federal Funding: Delete the following paragraph (1. Reciprocal Preference)

1. In accordance with RCW 39.04.380 effective March 30, 2012, the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

1. is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and
2. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the Contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

B. The Bidder must be familiar with all Federal, State and local laws, including RCW 18.27 Registration of Contractors, ordinances and regulations which in any manner might affect those engaged or employed in the Work, the materials, equipment or procedures used in the Work, or which in any other way would affect the conduct of the Work. It is assumed the Bidder is familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

C. The Bidder must be registered and licensed as may be required by the laws of the State of Washington at the time Bids are publicly opened.

**IB-02.02 - SPECIAL QUALIFICATION QUESTIONNAIRES**

Special qualification questionnaires, if any, shall be submitted as requested.

**IB-02.03 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REQUIREMENTS**

Section IB-02.03 is required on federal funded contracts only. If not applicable, replace the section TITLE above with the word RESERVED, but leave the section number. Delete the text below.

The Port has determined that this Contract has subcontracting possibilities which provide opportunities for participation by DBE firms. Bidders are required to meet the Port’s DBE participation requirements. A Bidder may be deemed not responsible if it has not met the Contract participation requirements set forth in Document 00 83 00.

**IB-02.04 - RESERVED**

**IB-02.05 - CIVIL RIGHTS, TITLE VI, AND NON-DISCRIMINATION:**

A. Bidders are required to comply with Port policies, procedures and requirements relating to Resolution 3668 – Non-Discrimination and Equal Opportunity, a copy is included in Document 00 83 00.

## ARTICLE 3: BIDDER'S REPRESENTATION

**IB-03.01 - GENERAL**

Each Bidder, by submitting a Bid, represents that:

A. The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance with all applicable documents.

B. The Bidder has inspected or investigated the site(s) of the Work (if a site investigation was offered) and has become familiar with the local conditions under which the Work is to be performed and has familiarized itself with the quantity and character of all materials to be demolished.

C. The Bid is based upon the Work described or presented within the Bidding Documents and described in detail in the Project Manual.

D. The failure or omission of the Bidder to examine all pertinent forms, instruments, applicable statutes, or other documents shall in no way relieve the Bidder from the contractual obligations required by the Bidding Documents.

E. The Bid submitted is unconditional in all respects.

## ARTICLE 4: BIDDING DOCUMENTS

**IB-04.01 - AVAILABILITY**

A. Copies of the Project Manual and Drawings may be viewed on VendorConnect at: <https://hosting.portseattle.org/sops/>.

B. Only complete sets of Bidding Documents shall be used in preparing bids. The Port of Seattle assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. Bidding Documents issued as stated above are for bidding purposes only. The Port does not confer a license or grant for any other use.

**IB-04.02 - INTERPRETATION & CLARIFICATION**

A. Bidders shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

1. Every request for interpretation or clarification should be submitted using the Port’s VendorConnect website <https://hosting.portseattle.org/sops/>. If a Bidder does not have on-line capability, then submit in writing, addressed to the Bid Desk, Port of Seattle, 17900 International Blvd., Suite 400 B, Sea-Tac, WA 98188. To be given consideration the request must be received five (5) working days prior to the date fixed for the opening of the bids.

2. The Port’s responses, if there are any, which do not change the Scope of Work described in the contract documents may be mailed, delivered, telegraphed, faxed, or by other electronic means, to all plan holders of record, at the respective address furnished for such purposes, prior to the date fixed for the receipt of bids. Such letters of clarification shall not be considered part of the contract documents and therefore need not be acknowledged by the Bidders as part of the Bid Form. The Port will determine at its sole discretion whether or not any clarification or interpretation changes the Scope of Work and should be included in the Contract Documents.

3. Clarifications, interpretations, or supplemental instructions which do change the Scope of Work and or schedule described in the contract documents, will be issued only in the form of written addenda.

C. Oral interpretations or clarifications will be without legal effect.

**IB-04.03 - SUBSTITUTIONS**

A. The product, equipment, materials, or methods described or noted within the Bidding Documents, whether currently available or not, are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.

B. No substitution will be considered unless a written request for approval is submitted by the Contractor, after Award, in accordance with the applicable provisions of Section 01 25 00 of these specifications. Each such request shall describe the proposed substitution in its entirety including name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitute. The Bidder shall bear the burden of proof of merit of the proposed substitution. The Director, Engineering Services decision of approval or disapproval of a proposed substitution shall be final.

**IB-04.04 - ADDENDA**

A. Addenda will be issued on the Port’s VendorConnect website [https://hosting.portseattle.org/sops/](https://hosting.portseattle.org/prms/). Bidder is required to sign up as a plan holder to receive addenda notifications prior to the date fixed for the receipt of bids.

B. Each Bidder shall acknowledge on Bid that it has obtained all addenda issued.

C. All addenda so issued shall become part of the Contract Documents.

**IB-04.05 - ADDITIONAL INFORMATION PROVIDED BY THE PORT**

1. The Port is unaware of other documents containing information that would aide in preparing a bid for this work.

**IB-04.06 - RESERVED**

## ARTICLE 5: BONDING & INSURANCE REQUIREMENTS

**IB-05.01 - BID BOND**

Major Construction: Keep the following paragraph and Delete the Small Works below.

Each Bid shall be accompanied by a Bid security, cashier’s check, money order, or surety bid bond, in the amount of not less than five percent (5%) of the total bid including Alternates, if any. A bid bond shall not be conditioned in any way to modify the minimum five percent (5%) required. Surety companies executing Bid Bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington. In addition, the surety must be rated “A-, FSC (VI)”, or higher by A.M. Best Rating Guide. Checks shall be payable to the Port of Seattle.

SMALL WORKS: Keep the following and Delete the Major Construction paragraph above.

No bid bond is required for this contract.

**IB-05.02 –** **PERFORMANCE AND PAYMENT BOND COSTS**

The costs or premiums for all bonds shall be paid by the successful bidder.

**IB-05.03 - CONTRACT BONDS AND INSURANCE CERTIFICATES**

A. The successful bidder shall furnish Insurance Certificates, Performance Bond and a Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising there under. Each Performance and Payment bond shall be in the full amount of the Contract Sum. See Document 00 70 00 - General Conditions Article G-11 for more information.

## B. Failure to Provide Bonds

1. Failure to provide timely Performance and Payment Bonds will result in non-Award and forfeiture of any Bid bond or Security to the Port.
2. The Port may, from time to time, require the Contractor’s Surety (or Sureties) to appear and qualify themselves upon the bonds. If such Surety (or Sureties) refuse or fail to so appear and qualify, or if the Port determines that such Surety (or Sureties) are insufficient to fulfill the terms and conditions of the bonds, then the Port shall require the Contractor to furnish additional Surety (or Sureties) as may be necessary to fulfill the terms and conditions of the bonds.
3. If the Contract Sum is increased by Change Order, the Contractor agrees to provide the Port with such additional Performance and Payment Bonds as required to assure performance of any additional Work and payment for the labor and materials incidental to such Work.

For Federal Projects. Delete IB-5.03 above and use IB-5.03 below

**IB-05.03 - CONTRACT BONDS AND INSURANCE CERTIFICATES**

A. Prior to the execution of the Contract, the successful bidder shall furnish in a form satisfactory to the Port, Insurance Certificates, Performance Bond and a Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising there under. Each Performance and Payment bond shall be in the full amount of the Contract Sum. See Document 00 80 00 - Special Conditions SC 70-21 for more information on insurance requirements.

## B. Performance Bond

The Contractor shall furnish a duly executed Performance Bond upon a form furnished by the Port within ten (10) days following receipt of the Notice of Intent To Award. The bond shall be executed by a surety or sureties who are acceptable to the Port and must appear on the Treasury Department’s most current list (Circular 570 as amended), have an underwriting limitation of not less than the Contract total, and be authorized to transact business in the State of Washington. In addition, the surety or sureties must be rated “A-, FSC (6)”, or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.

## C. Payment Bond

The Contractor shall also furnish a duly executed Payment Bond upon a form furnished by the Port, within ten (10) days following receipt of the Notice of Intent To Award. The bond shall be executed by a surety or sureties who are acceptable to the Port and must appear on the Treasury Department’s most current list (Circular 570 as amended), have an underwriting limitation of not less than the Contract total, and be authorized to transact business in the State of Washington. In addition, the surety or sureties must be rated “A-, FSC (6)”, or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the payment by the Contractor to all laborers, mechanics, Subcontractors, materialmen and all persons who shall supply the Contractor, Subcontractors or Sub-Subcontractors with provisions, equipment, or supplies for the performance of the Work covered by this Contract.

## D. Failure to Provide Bonds

1. Failure to provide timely Performance and Payment Bonds will result in non-Award and forfeiture of any Bid bond or Security to the Port.
2. The Port may, from time to time, require the Contractor’s Surety (or Sureties) to appear and qualify themselves upon the bonds. If such Surety (or Sureties) refuse or fail to so appear and qualify, or if the Port determines that such Surety (or Sureties) are insufficient to fulfill the terms and conditions of the bonds, then the Port shall require the Contractor to furnish additional Surety (or Sureties) as may be necessary to fulfill the terms and conditions of the bonds.
3. If the Contract Sum is increased by Change Order, the Contractor agrees to provide the Port with such additional Performance and Payment Bonds as required to assure performance of any additional Work and payment for the labor and materials incidental to such Work.

**IB-05.04 - POWER OF ATTORNEY**

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

## ARTICLE 6- EXECUTION OF BID

**IB-06.01 - FORM OF BID**

A. Bids shall be submitted on the forms provided by the Port.

B. All blanks on the Bid Form shall be filled in by typewriter or printed by hand in ink.

C. For lump sum Bids the total Contract lump sum price shall be submitted.

D. Where so indicated by the makeup of the Bid Form, sums shall be expressed in figures only.

E. For unit price Bids a price shall be submitted for each item of the Work, an extension thereof, and the total amount bid. Such prices shall be stated in clearly legible figures only and shall be in ink or typed.

F. Alterations, erasures, or interlineations, if any, shall be in ink and initialed by the signer of the Bid.

G. The Bidder shall make no additional conditions or stipulations on the Bid or qualify its Bid in any manner.

H. The Bid Form shall include the legal name and registration number of the Bidder and a statement indicating whether Bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The Bid Form shall be signed by the person or persons legally authorized to bind the Bidder to a contract and shall be accompanied by satisfactory evidence of such authorization. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent’s authority to bind the Bidder.

I. The Bid Form shall not become a part of the Contract Documents except by inclusion into the Agreement.

**IB-06.02 - IRREGULAR BIDS**

A bid shall be considered irregular and may be rejected by the Port for any of the following reasons:

A. If the Bid Form furnished or authorized is not used or is altered;

B. If the Bid Form is incomplete or if any required supplemental documents contain any additions, deletions, unauthorized alternate bids, conditions, or otherwise fail to conform to the Port of Seattle requirements;

C. If the Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;

D. If the Bid fails to include a unit price for every bid item;

E. If the Port deems any of the Bid prices to be excessively unbalanced either above or below the amount of a reasonable bid for the item of work to be performed to the potential detriment of the Port.

F. If Bid is not based on United States of America dollars.

**IB-06.03 - RESPONSIBLE BIDDER**

It is the intent of the Port to award a contract to the “lowest responsible Bidder”. Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, and if applicable, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, an electrical contractor license in compliance with chapter 19.28 RCW, which must have been in effect at the time of bid submittal.
2. Have a current Washington state unified business identifier (UBI) number.
3. If applicable:

1. Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington, as required in Title 51 RCW.

2. Have a Washington Employment Security Department number, as required in Title 50 RCW.

3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW.

1. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
2. Not have a civil judgement entered by a court of limited or general jurisdiction of a willful violation, as defined by RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW and no final and binding citation and notice of assessment issued by the Department of Labor and Industries (L&I).
3. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
4. Have received training on the requirements related to public works and prevailing wage under Chapter 39.12 RCW. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.
5. Meet any supplemental criteria requirements, if applicable.
6. A Bidder may be deemed not responsible and its Bid rejected if:

1. More than one Bid on the same project from a Bidder under the same or different names.

2. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion may be disqualified from submitting Bids on further work.

1. If requested, the apparent low Bidder must provide within two (2) business days of receiving the Port’s request:

1. Information demonstrating that the Bidder is responsible, consistent with the criteria set forth above. The Port may specifically request information addressing any of the items listed above. The Port reserves the right to request such documentation from other Bidders also.

1. If the Port determines that the apparent low Bidder is not responsible, the Port will notify the Bidder of its preliminary determination in writing. Within two (2) days of receipt of the preliminary determination, the Bidder may either withdraw its bid or protest the Port’s determination by presenting additional information to the Port. (Protest procedures are outlined in Document 00 20 00 IB-11.02 and IB-11.03.) The Port will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Port will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

For Federal also include:

1. Not appear on the System for Award Management (SAM) Excluded Parties List System (EPLS) and does not owe more than $3,500.00 in federal taxes.
2. Meet the Port’s DBE participation requirements or document, as provided in 49 C.F.R. §26.53, Good Faith Efforts (GFE) to meet the participation requirements set forth in Document 00 83 00.
3. Within 5 days of bid opening, submit DBE Letter of Intent form (Document 00 83 00b) from Bidder that attests their commitment to use the DBE firm(s) listed under DBE Proposal Form to meet the Owner’s project goal.

**IB-06.04 - RESERVED**

**IB-06.05 - RESERVED**

**IB-06.06 - STATE AND LOCAL TAXES**

Bidders shall not add State and local retail sales taxes to any Bid Price except as may be provided for in the Bid Form Schedule of Prices.

## ARTICLE 7: SUBMISSION OF BIDS

**IB-07.01 - SUBMISSION OF BID**

Major Construction Only: Use paragraphs A. thru D. below.

A. If the Bid is hand delivered, the bid security if applicable and all other documents required to be submitted with the Bid shall be sealed in an opaque envelope. The envelope shall be clearly marked with the words “Bid By” followed by the name and address of the Bidder, the Port designated project name, and the date and time for the opening of the Bid.

B. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “BID ENCLOSED” on the face thereof.

C. Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

D. No Bid shall be considered which has not been received by the Director, Central Procurement Office before the time fixed for the opening of Bids in the published call for Bids.

Small Works Only: Use paragraphs A thru C. below.

A. For Small Works only - The Bid shall be submitted electronically via email. Scan and submit the Bid on Document 00 41 00 – Bid Form, provided in this project manual, in Adobe Acrobat portable data format (PDF) to SmallWorksBid@portseattle.org. Include the notation “BID ENCLOSED” and the Contract Number (SW-xxxxxxx) in the Subject line of the email.

B. Oral, hand delivered, sent by postal mail, telephonic, or telegraphic bids are invalid and will not receive consideration.

C. No Bid shall be considered which has not been received by the Director, Central Procurement Office before the time fixed for the opening of Bids in the published call for Bids.

**IB-07.02 - TIMELY DELIVERY**

The Bid shall be submitted via email. The time the Bid is received shall be the Port of Seattle’s email server time.

## ARTICLE 8: WITHDRAWAL OR MODIFICATION OF BIDS

**IB-08.01 - PRIOR TO BID OPENING**

Prior to the time and date designated for the receipt of Bids, a Bidder may withdraw or modify a Bid submitted earlier. Withdrawal, or modification, of the Bid shall be by written or electronic notice signed by the Bidder and received prior to the time and date designated for the receipt of Bids. Modifications submitted via electronic means shall be followed by written confirmation mailed and postmarked on or before the date set for receipt of Bids and shall include reasonable assurance of Bid security changes if applicable.

**IB-08.02 - AFTER BID OPENING**

A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date set for the opening and for the period of time stipulated in the Bid Form. By submitting a Bid the Bidder agrees to the above conditions.

**IB-08.03 - RESUBMITTAL OF MODIFIED BIDS**

A Bid which has been withdrawn or modified prior to the time and date designated for the receipt of Bids may be resubmitted. The resubmitted Bid will be considered valid only if it is received prior to the date and time originally set for the receipt of Bids and contains the Bid security covering all modifications, and all documents requested in the original submittal, signed and initialed as mentioned heretofore.

If the Bid is submitted via email multiple times, the latest responsive submission will govern.

## ARTICLE 9: OPENING OF BIDS

**IB-09.01 - PUBLIC OPENING**

Bids will be opened and read publicly aloud via MS Teams meeting at the time indicated in the call for Bids unless the Port has changed through Addendum the date of opening Bids to another date, rejected any Bid or Bids, or has canceled the call for Bids. Bidders, their authorized agents, and other interested parties are invited to attend.

The **Bid Opening** will be available via Microsoft Teams Meeting or by telephone. To attend the meeting, follow this link: **…………………**or by calling in: (425)………….,

Conference ID: ………….#

**IB-09.02 - READING OF BIDS**

Unless stated otherwise in the Advertisement, all Bids which have been properly identified and received will be publicly opened and read aloud. No evaluation of the Bids will be made at that time except for the announcement of the “Apparent Low Bidder,” if pertinent.

**IB-09.03 - EVALUATION OF BIDS**

After evaluation by the Director, Central Procurement Office and recommendation to the Port of Seattle Commission, the Port retains the right to reject any or all Bids.

**IB-09.04 - SUBCONTRACTOR WORK LISTING**

Section IB-09.04 & 9.05 is not required for SMALL WORKS contracts. Replace the section TITLE above with the word RESERVED, but leave the section number. Delete the text below.

Subcontractor Work Listing Document 00 43 70 shall be completed, if required, and submitted with the Bid or within one (1) hour after the published Bid submittal time. In accordance with RCW 39.30.060, each Bidder shall submit the names of the subcontractors with whom the bidder will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing; and electrical; structural steel; rebar installation; or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself shall render the bid nonresponsive and, therefore, void.

**IB-09.05 – SUBCONTRACTOR BIDDING REPORT**

In support of data collection requirements for federal grant recipients, the Port is required to collect the Subcontractor Bidding Report. This report provides anecdotal data used in calculation of DBE and WMBE goals and other small business data. As such, this information is important, yet does not affect the performance of the contract. Failure to submit the Subcontractor Bidding Report may result in the bid being declared not responsive.

## ARTICLE 10: ACCEPTANCE OF BIDS (AWARD)

**IB-10.01 - VERIFICATION OF BID PRICES**

When Bids are opened and read, they will be checked for mathematical accuracy with respect to the extensions of unit bid prices and the total Bid price. If there is a discrepancy between a unit Bid price and the extended amount of any Bid item, the unit Bid price shall control. The total of extensions, corrected where necessary, will be used as the amount of the Bid for award purposes.

**IB-10.02 - RETURN OF BID SECURITY**

Section IB-10.02 is not required for SMALL WORKS contracts. Replace the section TITLE above with the word RESERVED, but leave the section number. Delete the text below.

As soon as Bid prices have been compared, the Director, Central Procurement Office will return the Bid security accompanying any Bids which would not be considered in making the award. All other Bid securities will be held until the Contract and bonds have been executed, after which all remaining Bid securities, except such as have been forfeited, will be returned to the Bidders.

**IB-10.03 - RIGHTS OF THE PORT**

A. The Port shall have the right to waive any informality or irregularity in any Bid received.

B. The right is reserved to accept a Bid of the lowest responsible Bidder, to reject any or all Bids, republish the call for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port Commission, the best interest of the Port is served thereby.

C. Bidders are advised that regulations governing the permit application and approval process are becoming so complex and uncertain as to results that this project may not receive the approval of all regulatory agencies and therefore may not be awarded to any Bidder, notwithstanding that the price offered is within the budget approved by the Commission.

**IB-10.04 - FAILURE TO EXECUTE CONTRACT**

If the Bidder awarded the Contract fails to execute the Contract and furnish satisfactory bonds within ten (10) days from receipt of the Notice of Intent to Award, or declares in writing its intent to not execute the Contract, the Bid deposit shall be forfeited to the Port and the Port Commission may provide Notice of Intent to Award to the second lowest responsible Bidder. If the second lowest responsible Bidder fails to enter into the Contract and furnish bonds within ten (10) days after receipt of the Notice of Intent to Award, forfeiture of its Bid deposit shall also be made and the Contract may be awarded to the third lowest responsible Bidder, and in like manner until the Contract and bonds are executed by a responsible Bidder to whom award is made, or further Bids are rejected or the number of Bids is exhausted.

**IB-10.05 - NOTICE OF INTENT TO AWARD**

1. The successful Bidder will receive a “Notice of Intent to Award” by email, certified mail, express mail, or courier. The letter will direct the Bidder to provide, in writing, an acknowledgement of receipt of the “Notice of Intent to Award”. It will also list out the contract submittals required for execution of the contract.
2. The Bidder is to submit Certificates of Insurance, and the required bonds for review and approval within ten (10) days after receipt of the “Notice of Intent to Award.”
3. The Bidder shall also submit an executed Agreement form, furnished by the Port Commission, within ten (10) days after receipt of the “Notice of Intent to Award.”

**IB-10.06 - EXTENSION OF TIME**

If the Contract is not executed or not provided within the time required, and there appears circumstances which the Port Commission deems to warrant an extension of time, it may extend the time for execution of the Contract or for furnishing bonds for not to exceed ten (10) additional days.

**IB-10.07 - SIGNING OF CONTRACT**

Copies of Contract Documents shall be signed by the Port Commission or Authorized Representative and the Contractor.

**IB-10.08 - CANCELLATION OF AWARD**

The Port reserves the right to cancel its Intent to Award of any Contract at any time before the execution of said Contract by all parties without liability to the Port.

## ARTICLE 11: PROTESTS

**IB-11.01 - PURPOSE**

To provide a prompt, fair and equitable administrative remedy to all Bidders and Prospective Bidders regarding alleged substantive errors or omissions in the bidding documents or regarding the decision by the Port to award the Contract or notice from the Port that a Bid is non-responsive or that a Bidder is not responsible.

**IB-11.02 - DEFINITIONS**

Filed: Complete receipt of any document by the Port prior to the specified time indicated in these procedures. Documents received after the specified time indicated in these procedures shall be considered received the following business day.

Interested Party: An actual or prospective Bidder or Proposer whose direct, substantial economic interest would be affected by award of a contract or by the failure to award a contract.

**IB-11.03 - TIMING**

Any actual or prospective Bidder showing a substantial economic interest in this Contract, who is aggrieved by either the solicitation or award of this Contract, may PROTEST to the Port, only in accordance with the procedures set forth below.

A. Protests Based on the Form or Content of the Bidding Documents: Any Protest based on the form or content of the bidding documents, which is or should have been apparent prior to the date established for submittal of Bids, must be filed with the Port via email to [Protests@portseattle.org](mailto:Protests@portseattle.org). The email subject line must clearly identify the contract title and number and be labeled as a “Protest.” No protest based on the content of the bidding documents will be considered if filed later than 5PM Pacific Time five (5) business days prior to the specified bid submittal due date. Failure to timely file the protest will result in its rejection. It is the sole responsibility of the protestor to ensure the protest is timely filed.

B. Other Protests: Protests based on any other circumstances must be filed with the Port via email to [Protests@portseattle.org](mailto:Protests@portseattle.org) no later than 5PM Pacific Time two (2) business days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. The email subject line must clearly identify the contract title and number and be labeled as a “Protest.” No protest will be considered by the Port if all bids are rejected or if the protest is received after award of the Contract. Failure to timely file the protest will result in its rejection. It is the sole responsibility of the protestor to ensure the protest is timely filed.

**IB-11.04 - CONTENTS OF PROTEST:**

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, phone number and email address of the aggrieved party; (2) the contract title and number under which the Protest is submitted; (3) the direct economic interest of the aggrieved party in the contract to be awarded under the Solicitation; (4) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (5) the specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a contractor as a ground for Protest, it must address in detail each of the matters addressed in RCW 39.04.350.

A. Initial Administrative Review: The Protest shall be promptly considered on the written submittal by the Contract Administrator. The Contract Administrator will give notice of the Protest and provide a copy to any others as required. In its sole discretion, the Contract Administrator may give notice of the Protest to other interested parties, including other Bidders. The Port reserves the right to resolve or to attempt to resolve any Protest that concerns the form or content of the solicitation and which Protest was received before the bid opening through written addenda to the bidding documents.

B. The Contract Administrator will issue a written decision on the Initial Administrative Review within two (2) business days following the receipt of the Protest, stating the reasons for the action taken. A copy of the decision shall be provided to the aggrieved party, and any other party as may be required, by email.

For Federally funded DBE projects, delete E. below.

**IB-11.05 - ADMINISTRATIVE APPEAL PROCEDURES**

A. Right of Appeal. For any Solicitation in which the value of the contract to be awarded is expected to exceed $200,000, the aggrieved party may appeal the decision of the Port by filing a Notice of Administrative Appeal via email to [Protests@portseattle.org](mailto:Protests@portseattle.org) not later than 5PM Pacific Time two (2) business days after filing the initial Administrative Review decision. The Notice of Administrative Appeal shall be timely, in writing and clearly labeled in the email subject line as a “Notice of Administrative Appeal.” A copy of the initial Protest shall be attached to the Notice of Administrative Appeal. The Port will provide a copy of the Notice of Administrative Appeal to other interested parties at the Port’s sole discretion. Failure to timely file the Administrative Appeal will result in its rejection. It is the sole responsibility of the appellant to ensure the Administrative Appeal is timely filed.

B. Hearing. Promptly following the filing of the Notice of Administrative Appeal, an appeal hearing shall be conducted before a panel of at least two Port representatives (“the Panel”) normally consisting of the Director, Central Procurement Office (or designee) and a representative of the Port’s legal department. The hearing will generally be conducted within five (5) business days of the filing of the Notice of Administrative Appeal, and the aggrieved party and any other interested parties will be notified of the time and place of the hearing.

C. Conduct of Hearing. Except as the Panel may allow in its discretion, no discovery shall be available. At the Administrative Appeal Hearing, the aggrieved party will be given a reasonable opportunity to present relevant testimony and evidence and to make legal arguments. Other interested parties may also be given the opportunity to do so. The hearing will be recorded, and the Panel shall maintain an official record of all documentary evidence presented at the hearing. The Panel shall issue a written Final Decision. A copy of the Final Decision shall be provided to the aggrieved party, and any other party at the Port’s sole discretion, via email.

D. Standard of Review on Administrative Appeal: On Administrative Appeal the Panel will consider the Protest, de novo. The aggrieved party shall, however, be restricted from raising any matter or ground not reasonably within the scope of the materials placed before the Port.

E. Stay of award of the contract: The Port will stay award of the contract for two (2) business days following the issuance of its Final Decision.

**IB-11.06 - JUDICIAL PROCEEDINGS**

All judicial proceedings must be filed within two (2) business days of the issuance of the Port’s Final Decision. The stay provided by IB-11.05E is specifically intended to ensure that any request for judicial relief proceeds orderly and that the Port is provided advance notice thereof. Therefore, an aggrieved party that intends to commence judicial proceedings shall specifically provide notice to the Port prior to the commencement of such proceedings. The notice shall be provided via email to Protests@portseattle.org and shall be clearly labeled in the email subject line as “Request for Judicial Relief. ”

**IB-11.07 - STRICT COMPLIANCE**

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

**IB-11.08 - REPRESENTATION**

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party’s own expense, by counsel.

**IB-11.09 - COMPUTATION OF TIME**

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. The term “business day” shall mean any day on which the Port of Seattle is open for regularly conducted business. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following business day.

**IB-11.10 - ACKNOWLEDGEMENT**

By submitting a bid in response to this solicitation, the Bidder acknowledges that it has reviewed and acquainted itself with the bid protest procedures herein and agrees to be bound by such procedures as a condition of submitting a bid.

## ARTICLE 12: FORM OF AGREEMENT

**IB-12.01 - FORM OF AGREEMENT**

Unless otherwise provided in the Supplementary Conditions, the Contract for Work will be executed on the Port’s standard Agreement form, a sample of which is included in Document 00 52 00 - Agreement Forms, for Work between the Port and the Contractor.

End of Document