

CONTRACT DOCUMENTS

for

SHORING BOXES

PURCHASE CONTRACT NO. MEC-2022-61



**CITY OF PORT ANGELES
WASHINGTON**

NOVEMBER 2022

MIKE HEALY, INTERIM DIRECTOR OF PUBLIC WORKS & UTILITIES

Reviewed by:

DocuSigned by:

Eric Wheatley

EO902227DF1443...

Eric Wheatley
Deputy Director of Operations

Reviewed by:

DocuSigned by:

William Bloor

ESFC3FEB0113427...

William Bloor
City Attorney



**CITY OF PORT ANGELES
INVITATION TO BID
For
SHORING BOXES
MEC-2022-61**

Sealed bids will be received by the Contract Specialist II of Public Works & Utilities until **2:00PM, Wednesday, November 30, 2022**, and results will be made available on the City website.

Bids will be taken for the following equipment described in Schedule A:

Shoring boxes – Build-A-Box Aluminum Shield System

Government estimate range: \$20,000 to \$22,500

The material to be purchased is fully described in Schedule A of the bid documents. Bid documents may be obtained by any of the methods listed below:

- a. City of Port Angeles Website at <http://wa-portangeles.civicplus.com/bids.aspx>
- b. Email Lucy Hanley, Contract Specialist at contracts@cityofpa.us

All bids must be on the forms provided. All bids must be received by the time and date specified above, and may be submitted by any of the methods listed below:

- a. **Hand delivered to City of Port Angeles, Attn: Lucy Hanley, Contract Specialist II, 321 East Fifth Street, Port Angeles, Washington 98362.**
- b. **Mailed to City of Port Angeles, Attn: Lucy Hanley, Contract Specialist II, 321 East Fifth Street, Port Angeles, Washington 98362.**

Emailed and faxed bids will not be accepted. All questions regarding this bid should be addressed in writing to Lucy Hanley at contracts@cityofpa.us for consideration no later than 5:00 PM, Tuesday, November 22, 2022.

The City of Port Angeles (hereafter "City") reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. Subject to the foregoing, the Contract may be awarded to the lowest responsible bidder.

The City of Port Angeles in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Minority and women owned businesses shall be afforded full opportunity to submit bids in response to this invitation, shall not be discriminated against on the grounds of sex, race, color, age, national origin, sexual orientation, genetic information, or handicap in consideration of an award of any contract or subcontract, and shall be actively solicited for participation in this project by direct mailing of the invitation to bid to such businesses as have contacted the City for such notification. Further, all bidders are directed to solicit and consider minority and women owned businesses as potential subcontractors and material suppliers for this Contract.

PUBLISH: Peninsula Daily News: Saturday, November 12, 2022



INSTRUCTIONS FOR BIDDERS Equipment Bids

BID SUBMITTAL:

All bids must be sealed with the outside of the envelope marked with the bid opening date on the Invitation to Bid, Purchase Contract No. MEC-2022-61. The NAME AND ADDRESS OF THE BIDDER shall also appear on the outside of the envelope. Bids shall be directed to the City of Port Angeles, Attn: Lucy Hanley, Contract Specialist II and mailed or hand delivered to 321 E. 5th Street, Port Angeles, Washington 98362.

The attached specifications describe the minimum requirements for the equipment requested. All parts necessary to provide a complete unit, meeting all safety requirements, and ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that usually provided in the general trade. Full descriptive literature should accompany every bid. Any variance from the specifications or standards of quality must be clearly stated in writing by the Bidder.

Do not make reference to brochures or supporting literature on the bid sheet. **All notations for bid compliance or exceptions are to be made on the bid sheet or on a plain piece of paper attached and referenced to the bid item.**

If a bidder's corporate policy mandates use of an official quotation form, it may be submitted. However, the cost data must be duplicated on the City's bid cost data and agreement sheet. **The City's bid sheet must be signed by the bidder or its agent in order for the proposal to be accepted.** In cases of errors between bidder's official quotation form and City's bid sheet, the City bid sheet shall govern. If alternate equipment is proposed, bidders are required to submit a separate bid sheet for each unit offered.

All bids must be made on the required bid form and in cases of bid price extension errors, the unit prices will govern. All blank spaces for bid prices must be filled in, with ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. **Faxed or emailed bids will not be accepted.** Failure to adhere to instructions may constitute disqualification of bid.

COMPLIANCE WITH SPECIFICATIONS:

The equipment must be in accordance with the specifications.

Failure on the Bidder's part to comply with any specification herein will be grounds for disqualification of the bid.

All items called for in the specifications, including but not limited to the equipment constructed as shown, and the necessary manuals, must be complete and delivered before the final payment can be processed.

When the description of an item includes both specifications and a brand name and number, the specifications shall govern in case of conflict. Brand name and number are for reference as to the type and quality required and do not preclude offers of a comparable or better product, provided full specifications and descriptive literature accompany the offer.

WARRANTY:

The purchased supplies or equipment furnished must have full manufacturer's warranties, and the warranties must inure to the benefit of the City.

Bidder agrees to these warranty provisions by signing the bid sheet.

SAFETY:

This unit shall comply completely with all State and Federal laws, rules, regulations and codes in effect at the time of delivery.

The unit shall be tested by the successful bidder for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Safety Rules.

DELIVERY & ACCEPTANCE:

The successful bidder shall be responsible for delivery to the City's Corp Yard at 1703 South B Street, Port Angeles, Washington, between the hours of 8:00 AM and 2:30 PM during the City's normal workday.

GENERAL INFORMATION:

The City reserves the right to consider delivery time and may waive any minor irregularities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract, unless the award is delayed for a period exceeding sixty (60) calendar days. The City may, at its option, in awarding this purchase contract, take into consideration the revenue it would receive from purchasing the equipment from a supplier located within its boundaries, in accordance with RCW 39.30.040.

For the Schedule(s), offers made in accordance with the Invitation to Bid shall be good and firm for the period of **90 calendar days after contract award** unless the bidder specifically limits its offer to a shorter period by written notification on the bid document. However, bids so modified may be declared non-responsive. Quantities shown are of total estimated initial quantities to be ordered. Purchase Orders for additional quantities may be placed with successful bidders over this period from the date of award. Prices bid shall be good for all equipment and materials ordered during that period. All orders shall be placed using City Purchase Orders. Payments shall be made within 30 calendar days from invoice received.

Minority and women owned businesses shall be afforded full opportunity to submit bids in response to this invitation, shall not be discriminated against on the grounds of sex, race, color, age, national origin, sexual orientation, genetic information, or handicap in consideration of an award of any contract or subcontract, and shall be actively solicited for participation in this project by direct mailing of the invitation to bid to such businesses as have contacted the City for such notification. Further, all bidders are directed to solicit and consider minority and women owned businesses as potential subcontractors and material suppliers for this project.

Signing of the bid sheet by bidder and subsequent acceptance by the City of the lowest responsive bid will constitute a binding agreement between the City and bidder. Bidder understands and agrees that **no contract payment** will be made until the City certifies that all stated specifications have been complied with and the equipment is delivered and accepted by the City.

Bids will be evaluated and submitted to the authorized purchasing agent for approval as soon as possible after bid opening. All bidders will be notified of results in writing.

Upon award of the Contract to the successful bidder, the City will send the complete contract documents for execution via DocuSign. The contract documents are required to be executed within ten (10) calendar days from the date of the notice of award letter. In case of failure of the bidder to execute the Contract, the City may, at its option, consider the bidder in default, in which case the City will be entitled to consider all bidder rights arising out of the City's acceptance of bidder quote as abandoned. The City will be entitled to such other rights a may be granted by law. Each party will automatically receive a fully executed copy of the Contract Document via DocuSign.

A Purchase Order will be issued after contract is fully executed and will include the final agreed upon price and the specific equipment and options being purchased.

By submitting a bid in response to this invitation to bid, bidder accepts all terms and conditions set forth in the Contract Documents. Formal objection is hereby made by the City to any additional or different terms proposed by bidder as a condition of acceptance or delivery and may be grounds for rejection of the bid by the City.

The Invitation to Bid is released by the City of Port Angeles Public Works and Utilities Department, which shall act as sole point of contact for administration of the bidding. All questions should be sent via email to Lucy Hanley, Contract Specialist II at contracts@cityofpa.us.



CITY OF PORT ANGELES STANDARD TERMS AND CONDITIONS PURCHASE CONTRACT

THE PURCHASE CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND THE PUBLISHED RULES, REGULATIONS, AND LAWS OF THE CITY OF PORT ANGELES AND THE STATE OF WASHINGTON THAT ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES:** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specifications will be effective without written consent of the appropriate representative of the City.
2. **HANDLING:** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY & ACCEPTANCE:** For any exception to the delivery date as specified in this Contract, Bidder shall give prior notification and obtain written approval thereto from the City. Time is of the essence and the Contract is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the City of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by bidder.

The successful bidder shall be responsible for delivery to the Public Works and Utilities Corp Yard, Building - J at 1703 S. B Street, Port Angeles, WA 98363, Port Angeles, Washington, between the hours of 8:00 AM and 2:30 PM during the City's normal workday. Delivery shall be made within the time period specified on the bid.

4. **DAMAGES FOR DELAY:** Delays add cost to the City in the form of time needed for operational duties, administration and supervision and in the form of replacement equipment rental. Because the City finds it impractical to calculate all of the actual cost of delays, it has adopted the following to calculate liquidated damages for failure to complete the delivery of the equipment/material on time.

Accordingly, the bidder agrees to the following:

- a. To pay liquidated damages in the amount of \$12.50 for each working day beyond the number of working days established for physical delivery of the equipment/material.
 - b. To authorize the City to deduct these liquidated damages from any money due or coming due to the bidder.
5. **PAYMENTS:** Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items, whichever is later.
 6. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination.

7. REJECTION: All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or material resulting from non-conformity to the terms and specifications of this Contract, whether held by the City or returned, will be at bidder's risk and expense.
8. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this Contract shall contain the applicable purchase contract number.
9. INFRINGEMENTS: Bidder agrees to protect and hold harmless the City against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suit(s) or proceedings.
10. WARRANTIES:
 - a. Notwithstanding inspection and acceptance by the City, the articles supplied under this Contract, or any condition of this Contract concerning the conclusiveness thereof, unless otherwise specified for a different period in Schedule A, the bidder warrants that for a period of one year after delivery and acceptance by the City that:
 - (1) All supplies furnished under this Contract will be free from defects in material or workmanship and will conform with all requirements of this Contract; and
 - (2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this Contract.
 - b. When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the bidder. However, the bidder's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this Contract and the bidder's plant, and return.
 - c. Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph 10.a of this clause and shall run from the date of delivery of the corrected or replaced supplies.
 - d. All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this Contract.
 - e. All standard manufacturer warranties must inure to the benefit of the City.
 - f. Remedies available to the City. Within a reasonable time after providing notice to the bidder, the City may either:

(1) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or

(2) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

11. ASSIGNMENTS: Moneys due under this Contract shall only be assignable with prior written consent of the City.

12. TAXES: Unless otherwise indicated the City agrees to pay all State of Washington sales or use tax. No charge by bidder shall be made for federal excise taxes, and the City agrees to furnish bidder, upon acceptance of articles supplied under this Contract with an exemption certificate.

13. LIENS, CLAIMS AND ENCUMBRANCES: Bidder warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

14. RISK OF LOSS: Regardless of FOB point, Bidder agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein that occur prior to delivery. Such loss, injury or destruction shall not release Bidder from any obligation hereunder.

15. HOLD HARMLESS: Bidder shall protect, indemnify, and hold the City harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Bidder, its employees, agents or subcontractors howsoever caused.

16. ANTI-TRUST: Bidder and the City recognize that in actual economic practice overcharges resulting from anti-trust violations are borne by the City. Therefore, Bidder hereby assigns to the City any and all claims for such overcharges.

17. DEFAULT: Bidder shall be liable for damages suffered by the City resulting from Bidder's breach of Contract. The Bidder covenants and agrees that in the event suit is instituted by the City for any default on the part of the Bidder, and the Bidder is adjudged by a court of competent jurisdiction to be in default, Bidder shall pay to the City all costs, expended or incurred by the City in connection therewith, and reasonable attorney's fees. The Bidder agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Clallam County.

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

specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

19. **SAFETY:** The equipment shall completely comply with all State and Federal laws, rules, regulations and codes in effect at the time of delivery.

The equipment shall be tested by the successful Bidder for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Electrical Workers Safety Rules.

20. **ACCEPTANCE: BY ACCEPTING THIS PURCHASE CONTRACT IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, BIDDER ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE BY THE CITY TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BIDDER AS A CONDITION OF ACCEPTANCE OR DELIVERY.**

PURCHASE CONTRACT

THIS CONTRACT is made and entered into as of the date of the last signature affixed below, between the City of Port Angeles, a non-charter code city and municipal corporation of the State of Washington (hereinafter called the "City") and _____(hereinafter called the "Contractor," "Vendor," or "Bidder").

WITNESSETH: That the City and the Bidder, in consideration of the performance of the terms and conditions hereinafter mentioned, agree as follows:

ARTICLE I CONTRACT DOCUMENTS

The complete Contract includes the Invitation to Bid, the Instructions to Bidders, the Bid, the Specifications, the Standard Terms and Conditions, the Purchase Order, and the Purchase Contract. The foregoing documents shall hereinafter be called "Contract Documents" or "Contract." All obligations of the City and the Bidder are fully set forth and described herein.

In the event of a discrepancy between any of the Contract Documents, as above defined, the City shall give a written interpretation thereof, which interpretation shall govern.

ARTICLE II CONTRACT COST

The Bidder agrees to sell and deliver to the City, at the delivery point specified in the Instructions to Bidders, and the City agrees to purchase and receive from Bidder the equipment as described and set forth in the Contract Documents and the provisions of the Bidder's bid attached and made a part hereof.

ARTICLE III ASSIGNMENT

The Bidder shall not assign any of its responsibility under this Contract without the express written consent of the City.

ARTICLE IV APPLICABLE LAW AND VENUE

This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Clallam County Superior Court.

ARTICLE V NONDISCRIMINATION

During the performance of this Contract, the parties shall conduct their business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, without respect to race, creed, color, sex, sexual orientation, genetic information, Vietnam era veteran status, disabled veteran condition, physical or mental handicap, or national origin, and, in particular:

1. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above stated minorities.
2. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

ARTICLE VI TERMINATION OF CONTRACT

In the event that any of the provisions of this Contract are violated by the Bidder or the Bidder's subcontractors, the City may serve written notice of intention to terminate such Contract upon the Bidder, which notice shall specify the reason(s) therefore. Unless within thirty (30) days after serving such notice upon the Bidder such violation shall cease and an arrangement for the correction thereof satisfactory to the City be made, the Contract shall, upon the expiration of the said thirty (30) days, cease and terminate. In the event of any such termination, the City may purchase the materials necessary for complete performance of this Contract for the account and at the expense of the Bidder, and the Bidder shall be liable to the City for any excess cost thereby.

**ARTICLE VII
WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, no term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as the date of the last signature affixed below.

BIDDER

CITY OF PORT ANGELES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Approved to as to form:

City Attorney

ATTEST:

City Clerk

**City of Port Angeles
Invitation for Bid
Purchase Contract: MEC-2022-61**

**Schedule A
SHORING BOXES**

GENERAL DESCRIPTION: Build-A-Box Aluminum Shielding System

DELIVERY: Port Angeles Public Works and Utilities Corp Yard, Building - J at 1703 S. B Street, Port Angeles, WA 98363.

FREIGHT: FOB destination, freight prepaid.

DELIVERY HOURS: Delivery shall be Monday through Friday, excluding weekends and all legal holidays, between the hours of 8:00 AM and 2:30 PM. Jeff Groves, Water & Wastewater Field Superintendent, **must** be notified 24 hours prior to delivery at 360-417-4855 or jgroves@cityofpa.us.

SPECIFICATIONS:

1. Shoring boxes shall be Efficiency's Build-A-Box – Modular Trench Aluminum Shielding System.
2. Shoring boxes shall meet OSHA Safety requirements for Excavations and Trenches.
3. Shoring boxes shall include hard copies of tabulated data sheets.

END OF SPECIFICATION

CITY OF PORT ANGELES

BID FORM

Bid No. MEC-2022-61

SHORING BOXES

Bidder must bid on all bid items for a bid to be considered valid. The Bidder hereby bids the following amounts for all material described in the Contract Documents.

Bid Items #	Model	Description	QTY (ea.)	Unit Price	Extended Price
1	BAB-6	2ft x 6ft modular panel	12		
2	BAB-4	2ft x 4ft modular panel	12		
3	BAB-C2-6	72" corner post	8		
4	BAB-TS-72108	48"-72" adjustable spreader	8		
5	BAB-STACKING GUIDE	stacking guides (SET OF 4)	1		
6	BAB-24-LEGS	adjustable legs (SET OF 4)	2		
7	BAB-LE	lifting lugs (SET OF 4)	2		
				Subtotal:	
				Freight	
				Sales Tax (8.8%)	
				Total Bid Amount:	

Quoted Price	Indicate number of calendar days price are good for. Number of calendar days shall not be less than 30.	Calendar Days: _____
Delivery	Indicate estimated number of calendar days after the purchase order is received by vendor that delivery will be made to the City.	Calendar Days: _____

CITY OF PORT ANGELES

BID NO. MEC-2022-61

SHORING BOXES

BID SIGNATURE SHEET

(BID SUMMARY and SIGNATURES)

Will you sell additional units to the City of Port Angeles at the bid price until further notice?

Yes No

ADDENDA ACKNOWLEDGMENT: The Bidder hereby acknowledges that it has received Addenda No(s). _____ to this project manual.

The undersigned hereby accepts the terms and conditions as set forth herein. **This bid submittal sheet must be signed and dated by the Bidder or a representative legally authorized to bind the Bidder.**

FULL LEGAL NAME OF BIDDER _____

TYPE OF BUSINESS: Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____

TITLE _____

SIGNED _____ DATE _____

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

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 to have agreed to the provisions of this declaration.**



NON-COLLUSION AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

The undersigned, being first duly sworn on oath, says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to him/her self an advantage over any other bidder or bidders.

Signature of Bidder/Contractor

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for the
State of _____
Residing at _____
My Comm. Exp.: _____



BIDDER'S CHECKLIST

1. Has the Bid Submittal Sheets been properly signed, and corporate seal affixed, if applicable?
2. Has the Non-Collusion Affidavit been properly executed?
3. Have all Addenda, if any, been acknowledged on the Bid Submittal Sheet?
4. Has the product descriptive literature been included with the Bid Form?
5. **BID MUST BE SUBMITTED BY THE TIME AND DATE SPECIFIED IN ORDER TO BE CONSIDERED A VALID BID.**