

Pend Oreille County



Request for Bids Pend Oreille County Janitorial Services Bid Deadline: 4:30 P.M., November 28, 2016

Faxed or emailed submittals will not be accepted

BG-2016-138

Proposal Documents

Notice to Bidders
Bidder Qualifications
Signature Sheet
Proposal Form
Bidder's Checklist

Specifications

I. General Specifications
II. Special Instructions
III. Technical Specifications
General Provisions

Contact

Samuel Castro
Pend Oreille County Public Works
PO Box 5065
Newport, WA 99156
(509) 447-4513

Notice to Bidders-BG-2016-138

Notice is hereby given by the undersigned that sealed proposals will be accepted for the project.

Pend Oreille County Janitorial Services

Above per specifications.

Bid Proposals: Available from Pend Oreille County Public Works. Call (509) 447-4513 Monday-Friday 8:00 a.m. to 4:30 p.m.

Bid Submittal Methods:

- 1) By mail at Board of Commissioners- P.O. Box 5025 Newport, WA 99156
- 2) Delivery Services at 625 W. 4th St Newport, WA 99156 Monday-Friday 8:00 a.m. to 4:30 p.m. until November 28, 2016.
- 3) Bid Opening Day at 625 W. 4th St Newport, WA 99156. Bids must be time stamped prior to opening time. Do not bring bid into the opening room. Submit bids to the Commissioner's office the day of opening.
- 4) Outside of closed envelope the project must be clearly marked **Pend Oreille County Janitorial Services RFB.**

******Faxed or emailed submittals will not be accepted******

Bids Due: 4:30 p.m. on Monday, November 28, 2016

Bid Opening Time/Date: 10:30 a.m. Tuesday, November 29, 2016

Bid Opening Location: Pend Oreille County Board of Commissioner's Room- Located at the Pend Oreille County Courthouse 625 W. 4th St. Newport, WA 99156.

Pre-Submittal Meeting: A pre-submittal meeting will be held at Public Works on Wednesday, November 16, 2016

Pend Oreille county courthouse, 625 W. 4th St, Newport, WA 99156. Contractors should anticipate that the site tour may take up to 4 hours. We will initiate our meeting at 9:00 am and tour facilities until 12:00 pm if necessary.

Attendance is strongly encouraged.

Pend Oreille County Commissioners reserves the right to reject any and all proposals.

Dated this 28th day of October, 2016

Samuel Castro
Pend Oreille County
Public Works Director

BIDDER QUALIFICATIONS
BG-2016-138

I hereby maintain that I am a responsible Bidder, as contemplated by the policies of the State of Washington (RCW 39.04.350)

- A. My permanent place of business is _____ which I have maintained for _____ years.
- B. State of Washington Registration No. _____, Expires _____.
- C. Number of Years in the contracting business under present name: _____ years.
- D. I have adequate equipment to expeditiously and properly execute the work contemplated for Pend Oreille County.
- E. I have adequate funds to promptly meet obligations incidental to the work.
- F. My business is not prohibited from bidding on public works contracts in the State of Washington (not on debarred list).
- G. My business has not been excluded from performing work under Federal Funding.
- H. I have had experiences in this class of work, having preformed Janitorial or Custodial services for the following agencies:

I hereby certify that the above is a true and accurate statement.

SUBMITTED BY:

SIGNATURE OF CONTRACTOR

DATE

SIGNATURE SHEET

BID NO: BG-2016-138

The Proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

UBI

EIN

PROPOSAL MUST BE SIGNED 

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PLEASE USE ONLY THIS FORM FOR PROPOSAL

BID NO: BG-2016-138

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS
PO BOX 5025
NEWPORT, WASHINGTON 99156
PHONE: (509) 447-4119

DATE _____

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 4:30 pm, Monday, November 28, 2016

BID OPENING 10:30 am, November 29, 2016

TO PROPOSER:

Please quote your lowest price and payment discount terms for the following. Quote on each schedule separately and extend net monthly prices. The County reserves the right to reject any and all proposals and to accept any or all items at the price quoted. The County intends to award this contract within 60 calendar days. Contractor may choose to bid on one or more schedules. Authorized signature below schedule will constitute a bid on that item. Contractor must initial the technical specifications page that corresponds with that schedule. Failure to sign below schedule or initial technical specification page will make that bid unresponsive and subject to rejection.

BID PAGE – EXTEND UNIT PRICING AND TOTAL

ITEM	MONTHLY	BID	TOTAL
Courthouse Building-625 W. 4 th	Lump Sum		
Courthouse Annex Building- 418 S. Scott St.	Lump Sum		
Garden Building- 227 S. Garden	Lump Sum		
McNally Hall of Justice Building- 229 S. Garden	Lump Sum		
Sheriffs Administration Office- 331 S. Garden	Lump Sum		
Total Monthly	Lump Sum		

EXTRA SERVICE	PER HOUR	TOTAL
Standard Custodial Services		
Steam Clean Carpet or Upholstery		

AUTHORIZED SIGNATURE: _____

DATE: _____

BIDDER'S CHECK LIST

The proposer's attention is especially called to the following forms which must be executed as required, and should be submitted with their proposal:

- A. Proposal Form
The Lump Sum prices and total amounts bid must be shown in the spaces provided.
- B. Proposal Signature Sheet
To be filled out and signed by the proposer
- C. Bidder Qualifications
This form shall be completed and submitted with proposal documents.
- D. Material Data
Include manufacture (MSDS) Materials Safety Data Sheets for all janitorial supplies furnished by Contractor upon request.

The following forms are to be executed after the contract is awarded:

- A. Contract
 - a. This agreement to be executed by the successful bidder and Pend Oreille County.
- B. Certificate of Insurance
 - a. To the specifications of Attachment "C"
- C. Performance Bond
 - a. The successful bidder shall provide a performance bond 5% of the value of the contract price upon signing and execution of the project contract.
- D. Emergency Contacts
 - a. A list of names and emergency contacts from contractor.
- E. Prevailing Wages
 - a. An Intent to Pay Prevailing Wage and Affidavit of Wages Paid must be filed with the Department of Labor and Industries for projects requiring project specific labor.

Pend Oreille County
BID NO: BG-2016-138
GENERAL SPECIFICATIONS

I. GENERAL

- A. It is the intent of the specifications to describe the custodian services required for Pend Oreille County. The services will be outlined by Daily, Weekly, Monthly, Quarterly, Semi – Annual and Annual duties at each location identified on the bid page.
- B. **Contract Term:** It is Pend Oreille County's intent to award a contract for five years with one two year extension to the successful bidder. The County or the Contractor may terminate the contract with 90 days notification to the other party.
- C. **Right to Reject/Accept:**
- i. Pend Oreille County reserves the right to reject any or all proposals or accept any presented which meet or exceed these specifications, and which would be in the best interest of the County and will not necessarily be bound to accept the low proposal.
- D. **Evaluation of Proposals:**
- i. Bid Proposals will be evaluated on the basis of overall cost to supply all labor and materials necessary to complete the scope of work as described in this Request for Bids. The anticipated award date is November 29, 2016.
- E. **Contract Administration:** The Public Works Director or his/her designee will administer the terms of the custodial services agreement.
- F. **Responsibility:** The Contractor shall do all the work and furnish all labor, equipment, and cleaning supplies to perform the specified services. Equipment must be professional/commercial grade and materials used first quality, shall give good service and shall give results satisfactory to the Director. We encourage micro cleaning clothes, dust mops and wet mops. All janitorial cleaning supplies and or chemicals to be used and or stored on the premises must be pre-approved for use by the Director. No service is required on official holidays or when the county building(s) have been closed for the entire day. The Contractor is expected to begin work at the completion of normal business hours. The hours specified to lock the various buildings will be strictly adhered to.

The County will supply all paper products, garbage bags, dispenser soap and other consumables.

- G. **Regulations and Codes:**
- i. To the extent applicable, all equipment or materials shall comply with Federal regulations, OSHA and WISHA or L&I requirements. Any permitting will be the responsibility of the contractor.
- H. **Changed Conditions:**
- Any proposed change in this contract shall be submitted to the Public Works Director for his/her prior approval and the he will make the change by a written change order. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

II. SPECIAL INSTRUCTIONS

A. **Proposal Due Date:**

Proposals shall be submitted to and date stamped by the Pend Oreille County Clerk for Board of Commissioners, PO Box 5025 Newport, WA 99156, **by 4:30 pm on November 28, 2016** in a sealed envelope labeled "BG-2016-138". If you plan on attending the bid opening, **DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM.** It must be received and date stamped by the Clerk. Any correspondence or questions should be submitted to scastro@pendoreille.org or by phone at 509-447-4513. Please reference the project number **BG-2016-138**.

B. **Scope of Work Specifications:**

Each proposer shall complete the "JANITORIAL SCOPE OF WORK SPECIFICATIONS" section of the Proposal Call and same shall be returned with the proposal. **Failure to do so will be cause for rejection of said proposal.**

C. **Indemnity/Contractor's Liability Insurance.**

See Attachment "C" for contractor's Insurance requirements.

JANITORIAL SPECIFICATIONS

Day(s) or month(s) job to be performed	Maximum performance allowed	Performance rating: Satisfactory/Unsatisfactory
--	-----------------------------	---

Month of: January thru December

1. Spot vacuum all carpeted areas and rugs.	Daily, as needed	5 X Week	S	U
2. Spot dust mop all uncarpeted floors.	Daily, as needed	5 X Week	S	U
3. Detail vacuum or dust mop all uncarpeted floors. Vacuuming is to be done using appropriate floor tool. If dust mopping, use clean, treated dust mop or untreated micro fiber mop.	Per Schedule			
A. Reception, entrance, lobby areas	Per Schedule	5 X Week	S	U
B. General office area	Per Schedule	3 X Week	S	U
C. Lunchroom/coffee room area	Per Schedule	3 X Week	S	U
D. Restroom areas See specification #19				
E. Supply/mailroom area	Per Schedule	1 X Week	S	U
F. Stairway	Per Schedule	1 X Week	S	U
G. Hall area	Daily as needed	5 X Week	S	U
H. Other	To be determined	TBD		
4. Detail vacuum all carpeted areas and rugs	Per Schedule			
A. Reception, entrance, lobby areas	Per Schedule	3 X Week	S	U
B. General office area	Per Schedule	1-2 X Week	S	U
C. Lunchroom/coffee room area	Per Schedule	5 X Week	S	U
D. Supply/mailroom area	Per Schedule	1 X Week	S	U
E. Stairway/hall area	Per Schedule	2 X Week	S	U
F. Other	Per Schedule	TBD		
5. Strip, seal and wax all tiled floors	Annually			
A. Reception, entrance, lobby areas	Per Schedule	1 X Year	S	U
B. General office area	Per Schedule	or more often, as	S	U
C. Lunchroom/coffee room area	Per Schedule	needed, based on	S	U
D. Restrooms	Per Schedule	performance ratings.	S	U
E. Supply/mailroom area	Per Schedule		S	U
F. Stairway/hall area	Per Schedule		S	U
G. Other	To be determined	TBD	S	U
6. Machine scrub and top coat tiled floors	Per Schedule	2 X Year	S	U
A. Reception, entrance, lobby areas	Per Schedule	2 X Year	S	U
B. General office area	Per Schedule	2 X Year	S	U
C. Lunchroom/coffee room area	Per Schedule	2 X Year	S	U
D. Restroom areas (employee/public)	Per Schedule	2 X Year	S	U
E. Supply/mailroom area	Per Schedule	2 X Year	S	U
F. Stairway/hall area	Per Schedule	2 X Year	S	U
G. Other	To be determined	TBD		

JANITORIAL SPECIFICATIONS

Day(s) or month(s) job to be performed	Maximum performance allowed	Performance rating: Satisfactory/Unsatisfactory
--	-----------------------------	---

Month of: January thru December

7. Maintain elevator floors using procedures for tile or carpeted floors as applicable.	As Needed	As Needed	S	U
A. Clean door grooves in elevators	Per Schedule	1 X Month	S	U
8. Spot vacuum and/or wet mop carpet or rubber mats and runners.	Daily as needed	5 X Week	S	U
9. Spot damp mop all tiled floors	Daily as needed	5 X Week	S	U
10. Mop tile floors.	Per Schedule			
A. Reception, entrance, lobby areas	Per Schedule	2 X Week	S	U
B. General office area	Per Schedule	1 X Week	S	U
C. Lunchroom/coffee room area	Per Schedule	2 X Week	S	U
D. Supply/mailroom area	Per Schedule	1 X Week	S	U
E. Stairway/hall area	Per Schedule	1 X Week	S	U
F. Other	To be determined	TBD	S	U
11. Dust all cleared horizontal surfaces within reach.	Per Schedule	1 X Week	S	U
12. Dust all high ledges, including picture frames that require a ladder to reach.	Daily as needed	4 X Year	S	U
13. Spot clean finger marks, smudges, etc. from glass doors, glass partitions, wooden/metal doors, trim light switches, walls, woodwork, etc.	Per Schedule	4 X Year	S	U
14. Vacuum cloth-covered chairs and couches.		2 X Year	S	U
15. Clean all plastic or vinyl covered furniture such as chairs and couches.	Per Schedule	2 X Year	S	U
16. Dust both horizontal and vertical blinds.	Per Schedule	2 X Year	S	U
17. Dust/clean all light fixtures and ceiling vents.	Daily as needed	1 X Year	S	U
18. Empty all waste receptacles and deposit in outside garbage cans/bins. Dumpsters located at sheriff Building	Per Schedule	5 X Week	S	U

JANITORIAL SPECIFICATIONS

Day(s) or month(s) job to be performed	Maximum performance allowed	Performance rating: Satisfactory/Unsatisfactory
--	-----------------------------	---

Month of: January thru December

19. Restrooms:				
A. Clean/disinfect all toilet bowls & urinals.	Daily	5 X Week	S	U
B. Clean/wash basins and attached fixtures.	Daily	5 X Week	S	U
C. Clean all mirrors.	Daily	5 X Week	S	U
D. Sweep, damp mop & disinfect all restroom floors.	Daily	5 X Week	S	U
E. Detail/clean sinks, urinals and toilets using control chemicals.	Per Schedule	1 X Week	S	U
F. Wash and disinfect toilet partition walls.	Per Schedule	1 X Month	S	U
G. Wash and disinfect restroom walls.	Per Schedule	2 X Year	S	U
H. Fill all toilet paper receptacles, paper towel receptacles, soap dispensers, etc.	Daily	5 X Week	S	U
<u>Miscellaneous Job Performances</u>				
20. Clean drinking fountains.	Daily	5 X Week	S	U
21. Clean outer surfaces of vending machines.	Per Schedule	1 X Month	S	U
22. Wash interior side of windows	Per Schedule	2 X Year	S	U
23. Clean lunchroom counter tops and table tops.	Daily	5 X Week	S	U
24. Clean and disinfect inside and outside of all waste receptacles, including restroom receptacles.	Per Schedule	2 X Year	S	U
25. Replace light bulbs including outside fixtures and florescent tubes. * (Recycle spent lighting)	As Needed	As Needed	S	U
26. Vacuum/clean cloth/vinyl partitions.	Per Schedule	1 X Year	S	U
27. Secure/lock doors and gates	Daily	5 X Week	S	U
<u>Exterior Job Performances</u>				
28. Sweep all outside entrances, stairs and walkways.		1 X Week	S	U
29. Police outside entrances, stairs, walkways to remove debris, pick up litter and debris within a 10-foot radius of building.	Daily	5 X Week	S	U
30. Clean carpet at least once per year using hot water extraction methods, unless this method will void warranties. Apply water and stain retardant as recommended by the manufacturer.	Per Schedule	1 X Year	S	U

III. JANITORIAL SCOPE OF WORK SPECIFICATIONS

By initialing the above items, the Contractor acknowledges the following scope of janitorial work specifications and shall adhere to such.

Please provide written comments for any marked "Exception"

Name (Printed) _____

Title _____

Date _____

**PEND OREILLE COUNTY
GENERAL PROVISIONS
(A PART OF ALL CONTRACT DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

Pend Oreille County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown. All bids/quotes must remain open for acceptance by the District for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Public Works Director or his/her designee.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the vendor specifies the brand, model and other data for comparison with their bid/quote. The County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

7. Payment

Vendor is to submit properly completed invoice(s) and mail to: *Pend Oreille County Public Works PO Box 5065Newport, WA 99156* To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

8. Rejection

All goods and any services purchased in this order are subject to approval by Pend Oreille County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

9. Approximate Quantity

The quantities listed are the County's current approximate requirements. The County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote.

10. Inspections

11. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-839). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

12. Public Disclosure

Proposals shall become the property of Pend Oreille County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFB will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFB page it is found on must be identified. RFB's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the County will not disclose RFB's records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The County will consider a Vendor's request for exemption from disclosure; however, the County will make a decision predicated upon RCW 42.56.

13. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

14. Re-Award

When the contract is terminated by the vendor upon 90 days' notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

15. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

16. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00 PM will be rejected).

17. Licenses

Successful vendor shall have a valid and current business license. Said license shall be obtained prior to the award of any contract. In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

18. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Contractor shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

19. Non-Collusion

The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

20. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

21. Taxes

Pend Oreille County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law.

22. Non-Discrimination

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

23. The Americans with Disabilities Act.

With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

24. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

25. Termination - Convenience

This contract may be terminated by either party by giving thirty (90) days written notice of such intent and will become effective thirty (90) days from the date such written notice is delivered to the applicable party to the contract.

26. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, Pend Oreille County may terminate this contract, with or without cause, upon thirty (90) days written notice to Contractor.

27. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

28. Defense and Indemnity Agreement

The Contractor agrees to defend, indemnify and save harmless Pend Oreille County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

29. Permits

The Contractor shall procure and pay for all permits and licenses necessary for the completion of the Contract. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension. The County will reimburse for all invoiced permitting necessary to complete the work.

30. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Waiver

Waiver of any breach 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 an instrument, in writing, signed by the parties hereto.

32. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

33. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Contractor is submitting a formal protest. The protest shall be filed with the Pend Oreille County Board of Commissioners, PO Box 5025 Newport, WA 99156, or emailed to scastro@pendOreille.org The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I The Public Works Director will try resolving matter with protestor. All available facts will be considered and the Public Works Director shall issue a decision. This decision shall be delivered in writing to the protesting contractor.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Commissioners. The Board of Commissioners shall make a determination in writing to the Contractor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the District to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Pend Oreille County Public Works shall announce the successful bidder via e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by the County, the protest time frame begins. The timeframe is not based upon when the contractor received the information, but rather when the announcement is issued by the County. Though every effort will be made by the county to distribute the announcement to the interested contractors, the county is not responsible to assure that contractors receive the announcement. It is the responsibility of the contractors to obtain the announcement from the county.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless Pend Oreille County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make an award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

34. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the Pend Oreille Counties' General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

35. Proprietary Material Submitted

Any information contained in the RFB submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a contractor's bid, Pend Oreille County will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

