

Pend Oreille County, WA

Public Works Department-Road Division



Request for Bids

2020 ROAD SALT

Specifications

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Pend Oreille County Board of County Commissioners
PO Box 5025 / 625 W. 4th St.
Newport, WA 99156
(509) 447-4119

Notice to Bidders

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Pend Oreille County Board of Commissioners, PO Box 5025 / 625 W. 4th St. Newport, WA 99156 until the hour of 10:30 AM, July 7th, 2020 and publicly opened and read for:

2020 ROAD SALT

See "Zoom Meeting Bid Opening" information

Above per specifications.

Bid forms and Specifications are available in the office of Public Works, County Courthouse, Newport, WA. 509-447-4513 or on-line at <https://pendoreilleco.org/your-government/public-works/pw-bids/road-bid/>

Pend Oreille County reserves the right to reject any and all bids, or make multiple awards on bid schedules, if it is deemed in the best interest of the County.

This bid form shall be returned intact and completed. Failure to do so shall make the bid unresponsive and subject to rejection. No alterations of items, quantities or units shall be allowed. If vendor has an exception to any specification, such must be noted on the "Technical Specifications" sheet. Any additional information or pricing options shall be submitted on separate forms and returned with bid packet.

Dated June 10, 2020

Published in the Newport Miner 6/17/2020

Craig Jackson
Pend Oreille County Director of Public Works

“Zoom Meeting Bid Opening Information”

These instructions will apply if Washington State is under the “Stay home, stay Healthy” Proclamation 20-25 at the time of bid opening. Please note that staff is available for communication on this matter M-F, 8am-4:30pm by calling 509-447-4513.

Bids will be accepted by the following methods:

- 1) Deliver bids in person before bid opening. The doors to the courthouse and Commissioners room are open to the public.
- 3) USPS or Delivery Service are still providing service to our facility. Please be aware there may be delays in your service with these firms.

Bidders may physically participate in the bid opening meetings, following social distancing guidelines, but space is limited.

There will be an on-line “Zoom Meeting” option.

TUESDAY, JULY 7,2020

10:30a.m. Bid Opening-2020 Road Salt

Zoom meeting:

<https://zoom.us/j/5094474119>

Meeting ID: 509 447 4119

Or Dial by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

It is Pend Oreille Counties’ goal to provide the public every opportunity for un-interrupted service during this event. We thank you for your patience, understanding and willingness to adapt with us while continuing to provide services to the public.

Pend Oreille County

I. GENERAL SPECIFICATIONS

A. It is the intent of these specifications to secure bids on comparable materials. Any variance from the specifications or standards described in the Technical Specifications Page, must be clearly stated in writing by the bidder. Bids shall be per ton, delivered in free-flowing and useable condition and placed using hopper or end dump trucks, F.O.B. to the following locations:

Facility	Address	Quantity
Road District #1	9302 Deer Valley Road, Newport, WA 99156	120 Tons*
Road District #2	721 Jared Rd, Usk, WA 99180	90 Tons
Road District #3	161 Sullivan Lake Road, Lone, WA 99139	90 Tons
Total quantity of delivered road salt		300 tons

*Road District #1 will have a separate stockpile of 30 tons. Preferred delivery method for this 30-ton quantity is end dump or live bottom.

B. Quantities:

The County does not bind itself to purchase the full quantities stipulated in the bid. The quantities shown as estimates are not exact and are given for the purpose of comparing bids upon a uniform basis. Payment will be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts. Delivery of materials shall not exceed quantity by more than 5%. The County will not pay for any amount over this percentage.

C. Timeline:

Salt shall be delivered to these County Maintenance Shops, Monday through Thursday, 6:00am to 4:00pm no earlier than August 24, 2020 and to be completed by October 8, 2020. Additional quantities ordered shall be scheduled deliveries as needed.

D. Evaluation of Bids:

Schedules will be evaluated on a cost basis and award made on the product that is deemed to be in the best interest of Pend Oreille County. Pricing, availability and purchasing of materials shall remain valid through March 31, 2021.

E. Changed Conditions:

Any proposed change in this contract shall be submitted to the Pend Oreille County Engineer for prior approval and then the change will be made 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. Bid Due Date: 10:30AM, July 7th, 2020

If you plan on attending the bid opening, do not bring your bid into the opening room with you. It must be received, and date stamped by the Commissioner's Office. Any correspondence should be submitted to publicworks4u@pendoreille.org or by phone at 509-447-4513. Please reference the project number.

B. Technical Specifications:

Each bidder shall complete the "TECHNICAL SPECIFICATIONS" section of the Bid Call and same shall be returned with the bid. Failure to do so will be cause for rejection of said bid. Bidder shall initial "TO BE SUPPLIED" column if they comply 100% with that particular specification, or check "EXCEPTION" column, if they do not. If "EXCEPTION" is checked, Bidder must explain in the "COMMENTS" column on the right how their specification deviates. Checking "EXCEPTION" on any item will not necessarily disallow Vendor's bid. The County shall be the sole judge as to whether an exception is acceptable or not.

C. Indemnity/Contractor's Liability Insurance:

See Section V for vendor's Insurance requirements.

III. PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT GENERAL PROVISIONS (A PART OF ALL CONTRACT DOCUMENTS)

PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT
GENERAL PROVISIONS (A PART OF ALL CONTRACT DOCUMENTS)

These General Provisions, the Specifications, the Supplier's Proposal and any attachments, constitutes the proposal document, and will be considered as one document.

1. Entire Agreement

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

2. Laws and Regulations

The Supplier shall comply with all applicable laws and regulations pertaining to this contract. In addition, the Supplier shall ensure that any Sub-Contractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

3. Assignment

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Supplier 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 Supplier as stated herein.

4. Non-Collusion

The proposer represents, by signature of non-collusion declaration, that the prices in this proposal are neither directly nor indirectly the result of any formal or informal agreement with another proposer.

5. Non-Discrimination

The Supplier 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 Supplier shall make decisions with regard to selection and retention of Sub-Contractor, 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, RCW 49.60, Law against Discrimination, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations and other related laws and statutes is required.

6. Cooperative Purchasing (when specified)

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

7. Licenses

If applicable, successful Supplier shall have a valid and current business license. Said license shall be obtained prior to the award of any contract. In addition, Suppliers 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 proposal.

8. Proposal Submittals

Proposals 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 or additions permitted to be written on bid form. Mistakes may be crossed out and corrections written adjacent thereto and must be initialed in ink by the person signing proposal. The Supplier shall verify their proposal before submission, as they cannot be withdrawn or corrected after opening.

If applicable, unit prices for all items, all extensions, and the total amount of proposal 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 proposal opening or due date must remain and cannot be adjusted.

9. Late Receipt of Proposal Documents

Proposals and modifications received after the exact hour and date specified for receipt of proposals will not be considered (i.e. if proposal was due by 2:00 PM, any documents received after 2:00:00 PM will be rejected).

10. Qualified Proposals

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

11. Acceptance

The County reserves the right to reject any or all proposals, to waive any technicalities and informalities, and to accept or reject all or any part of this proposal at prices shown.

All proposals must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the proposals, unless otherwise stated.

12. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the 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.

13. Evaluation of proposal

Evaluation of proposals shall be on overall cost associated with each schedule.

14. Proprietary Material Submitted

Any information or documents contained in the proposal submitted that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Supplier's proposal, Pend Oreille County will comply according to the Open Public Records Act, Chapter 42.56 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Supplier has been given an opportunity to seek a court injunction against the requested disclosure.

15. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the proposer's expense.

16. Delay of an Award

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

17. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Supplier is submitting a formal protest. The protest shall be filed with the Pend Oreille County Engineer PO Box 5040/ 625 W. 4th St. Newport, WA 99156, or emailed to Publicworks4u@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 to resolve the protest with the Supplier:

Step I The County Engineer will try resolving matter with protester. All available facts will be considered, and the County Engineer shall issue a decision. This decision shall be delivered in writing to the protesting Supplier.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Public Works Director by the County Engineer.

Step III If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Commissioners (or their designee). The Board of Commissioners shall make a determination in writing to the Supplier.

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 or County Policy.

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 County 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 proposal, reissuing the proposal to begin a new process, or entering into 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

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

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 the 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 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.

18. 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.

19. Re-Award

When a Supplier 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 proposer.

20. 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.

21. Termination - Convenience

This contract may be terminated by Pend Oreille County, by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the Supplier.

22. 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 Supplier 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, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Supplier.

23. Venue

All actions against any County may be commenced in the superior court of such county, or in the superior court of either of the two nearest judicial districts. All actions by any County shall be commenced in the superior court of the county in which the defendant resides, or in either of the two judicial districts nearest to the county bringing the action. (RCW 36.01.050)

24. 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 proposal. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

25. Delivery

Time is of the essence and this proposal is subject to cancellation by Pend Oreille County for Supplier's failure to deliver on time. For any exception to the delivery date specified in this proposal, Supplier shall give prior written notification and obtain written approval from the County. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Supplier. All proposals shall include delivery F.O.B. Pend Oreille County project location. All shipping charges are incidental to the contract and shall be included in pricing.

26. Force Majeure

Supplier will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Supplier notifies the County's representative immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

27. Risk of Loss

Regardless of the F.O.B. Point specified above, contractor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

28. Quality Standards

The brand names, when listed, indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the Supplier specifies the brand, model and other data for comparison with their proposal. The County will be the sole judge for approving other brands offered as equals to the brand specified. Proposers shall indicate if they are offering alternate brands by supplying an additional page in the bid submittal and must provide descriptive specifications explaining the merits of the substitute item.

29. Delivery of Unapproved Substitutions

Suppliers are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the County Engineer will take such steps as are necessary to have the item(s)

returned to the Supplier at no cost to the County regardless of the time between the date of delivery and discovery of the violation.

30. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the contractor.

31. Rejection

All goods and any services purchased in this proposal are subject to approval by the 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 contractor's risk and expense.

32. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the County.

33. Hazardous Materials

If this order covers goods, which include hazardous chemicals, the Supplier 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.

34. Identification

The project 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 every box or package shipped pursuant to this order, indicating the content therein.

35. Payment

Supplier is to submit properly completed monthly invoice(s) and mail to: Pend Oreille County PO Box 5040 Newport, WA 99156 To insure prompt payment, each invoice should cite project number or proposal number, description of item purchased, unit and total price, work completed, discount terms and include the Supplier'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. Materials on hand for this project shall be governed by the WSDOT Standard Specification 1-09.8

36. Taxes

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

37. Warranties

Contractor 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. Contractor 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 Contractor) shall survive delivery, inspection, and acceptance of the goods or services.

38. Permits

The Supplier 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 Supplier 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.

39. Retainage (on public works projects)

Pursuant to RCW 60.28 a sum of 5% of all monies earned by the contractor will be retained from payments. The contractor, at time of Contract execution, may select one of the following options for monies retained under provisions of RCW 60.28:

1. Provide a payment bond in lieu of retainage;
2. Provide an escrow account in a bank, mutual savings bank or savings and loan association; or
3. The County shall retain the money in a fund.

The contractor shall designate the option desired at the time the Contract is executed.

Release of retainage will be made 60 days following the Completion Date, pursuant to RCW 39.12 and RCW 60.28 provided the following conditions are met:

1. On contracts totaling more than \$35,000, a release from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Supplier and all Sub-Contractor are on file with the County.
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries shows the Supplier is current with payments of industrial and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.

40. Defense and Indemnity Agreement

A. Indemnification by Supplier. To the fullest extent permitted by law, the Supplier agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Supplier, its employees, agents or volunteers or Supplier's sub-Supplier and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Supplier's or its Sub-Contractor' use of, presence upon or proximity to the property of the County for the value of the contract or \$1,000,000, whichever is less. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Supplier, its Sub-Contractor, employees or agents, and the County, its employees or agents, this indemnification obligation of the Supplier shall be valid and enforceable only to the extent of the negligence of the Supplier, its Sub-Contractor, employees and agents. This indemnification obligation of the Supplier shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Supplier hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Supplier are a material inducement to County to enter into this Agreement, are reflected in the Supplier's compensation, and have been mutually negotiated by the parties.

B. Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Supplier's indemnity obligations under this Agreement.

C. Survival of Supplier's Indemnity Obligations. The Supplier agrees all Supplier's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

D. Indemnity by Sub-Contractor. In the event the Supplier enters into subcontracts to the extent allowed under this Agreement, the Supplier's Sub-Contractor shall indemnify the County on a basis equal to or exceeding Supplier's indemnity obligations to the County.

IV. BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed as required, and shall be submitted with their bid:

- a) Bid Form- The unit prices, extensions and total amounts bid must be shown in the spaces provided. Receipt of Addendum must be acknowledged in writing
- b) Bid Signature Sheet- To be filled out and signed by the bidder
- c) Material Data- When required, include manufacturer, brochures, specifications and MSDS
- d) Technical Specifications- To be initialed & signed by the bidder. All fields must be addressed
- e) Vendor terms & conditions for Schedule 2 Materials

The following forms are to be executed after the award is made:

- f) Contract- This agreement to be executed by Pend Oreille County and the successful bidder
- g) Certificate of Insurance- To the specifications of Section V
- h) Written Progress Schedule- Coordinated with Pend Oreille County Project Manager
- i) Performance Bond- When specified, the successful bidder shall provide a performance bond for the full amount of the contract price upon signing and execution of the project contract.
- j) Written Safety Plan-When specified
- k) Current W9 Form

V. Insurance Requirements

Prior to the beginning of and throughout the duration of the Work, vendor will maintain insurance in conformance with the requirements set forth below. vendor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, vendor agrees to amend, supplement or endorse the existing coverage. Vendor actor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to County.

Vendor agrees to endorse third party liability coverage required herein to include as additional insureds Pend Oreille County, its officials, employees and agents, using ISO endorsement CG 20 10 with an edition date prior to 2004 (if this a construction contract ISO endorsement 20 37 is also required). Vendor also agrees to require this same provision of all subcontractors, joint ventures, or other parties engaged by or on behalf of vendor in relation to this agreement.

Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 001 01, in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 annual aggregate for bodily injury, personal injury and property damage including without limitation, blanket contractual liability.

Vendor shall maintain and provide proof of Workers' Compensation Insurance for vendor's employees in accordance with the laws of the State of Washington. And provide the proof of such coverage to Pend Oreille County.

Vendor shall maintain Commercial Automobile Insurance In an amount not less than: \$1,000,000

All coverage types and limits required are subject to approval, modification and additional requirements by Pend Oreille County. Vendor shall not make any reductions in scope or limits of coverage that may affect the County's protection without County's written consent. Vendor agrees to require insurer to provide notice to County 30 days prior to cancellation of such liability coverage or any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Vendor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of vendor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide 30 days' notice to County of any cancellation of coverage.

Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to County prior to the execution of this Agreement. If such proof of insurance is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, County has the right, but not the duty, to terminate its contract or to obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by vendor or deducted from sums due vendor.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the vendor or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

Vendor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to the County. If vendor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the vendor, which may include reduction or elimination of the self-insured retention, substitution of other coverage or other solutions.

Vendor agrees to waive rights of recovery against Pend Oreille County regardless of the applicability of any insurance proceeds and to require all indemnifying parties to do likewise.

All insurance coverage maintained or procured by the vendor or required of others by vendor pursuant to this agreement shall be endorsed to delete the subrogation condition as to County or must specifically allow the named insured to waive subrogation prior to a loss.

The Vendor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

**BIDDER QUALIFICATIONS
2020 ROAD SALT**

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. Number of Years in the contracting business under present name: _____ years.
- C. UBI Number _____
- D. I have adequate equipment to do expeditiously and properly execute the contract contemplated for Pend Oreille County, Washington.
- E. My firm has supplied materials for the following agencies:

Project	Material	Contract Value	Agency

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

BIDDER(Print)

SIGNATURE OF BIDDER

DATE

SIGNATURE SHEET
BID NO: 2020 ROAD SALT

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

TO BIDDER:

Please bid your lowest price and payment discount terms for the following schedules. Bid on one or both schedules and extend net unit prices. The County reserves the right to reject any or all bids and to accept any or all items at the price quoted. The County intends to award this contract within 60 calendar days. Authorized signature below schedule will constitute a bid on that item. Bidder must initial and sign the technical specification page that corresponds with that schedule. Failure to sign below schedule or sign & initial technical specification page will make that bid unresponsive and subject to rejection.

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

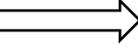
SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

UBI

Bid Proposal must be signed



Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

Technical Specifications

ITEM	SPECIFICATION	INITIAL	EXCEPTION
Moisture	5% Maximum		
Sodium Chloride	92% Minimum		
Water Insolubles	.05% Maximum		
Gradation	% Passing 1/2" 100% 3/8" 90-100% #4 75-100% #8 20-60% #16 15-45% #50 0-10%		
Additives	Please List		
Bulk Density	Please List		
Delivery	F.O.B. Stockpile Site		
Placement	District #1 will have a separate 30-ton stockpile in addition to the 90 ton placement.		

By initialing the above items, the Vendor acknowledges the following specifications and shall adhere to such.

Please provide written comments for any marked 'Exception'

Name (Printed) _____

Date _____

BID FORM -- NOT AN ORDER

Use only the following form for submitting bid

BID #: 2020 ROAD SALT

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS
PO BOX 5025
NEWPORT, WASHINGTON 99156
PHONE 509-447-4513

Bid Form-Use this form only, do not alter or add any item

Item	Unit	Quantity	Bid Price	Total
Road Salt, including delivery	Ton	300		
			Tax	
			Grand Total	

Signature of authorized agent: _____ Date _____