

# Pend Oreille County, WA

Public Works Department-Buildings & Grounds Division



Request for Bid Proposals

2020 D3 Equipment Shed

## **Contractor Forms**

Notice to Contractor

Contractor Checklist

Signature Sheet

## **Contractor Specifications**

I-Project Scope

II-General Specifications

III-Special Instructions

IV-Contractor Requirements

V-General Provisions

VI-Insurance Requirements

## **Bid Proposal Documents**

Bid Proposal Form

**Notice to Contractor**

Notice is hereby given by the undersigned that Bid Proposals will be accepted in the Pend Oreille County Board of Commissioners Office, PO Box 5025 / 625 W. 4th St. Newport, WA 99156 until 10:30 am September 22, 2020 for the following project:

**2020 D3 Equipment Shed**

**Project location: 161 Sullivan Lake Rd lone, WA 99139**

Above per specifications.

**Special Bid Proposal opening instructions are listed below.**

Bid proposal form and specifications are available in the office of Public Works, County Courthouse, Newport, WA.

Specifications may also be obtained online at: <https://pendoreilleco.org/your-government/public-works/pw-bids/buildings-grounds-call-for-bids/>

Pend Oreille County reserves the right to reject any Bid Proposal or cancel this project in its entirety.

Advertised in the Newport Miner 9/9 & 9/16 2020

Dated 9/9/2020

Craig Jackson, P.E.

Director of Public Works

509-447-4513

## Contractor Check List

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

- A. Bid Proposal Form  
The unit prices, extensions and total amounts must be shown in the spaces provided.
- B. Contractor Signature Sheet  
To be filled out and signed by the Contractor

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

- A. Contract  
This agreement to be executed by the successful Contractor and Pend Oreille County.
- B. Certificate of Insurance  
Which must be accompanied by an Additional Insured Endorsement (to Section VI Insurance Requirements).
- C. Purchase Order  
Pend Oreille County will provide their own purchase order.
- D. Written Progress Schedule  
Coordinated with Pend Oreille County Project Manager
- E. Performance Bond  
The successful Contractor shall provide a performance bond for the full amount of the contract price upon signing and execution of the project contract
- F. Fall Protection Plan  
The Contractor shall submit an OSHA/WISHA compliant fall protection plan
- G. Intent to pay Prevailing Wage & Affidavit of Wages Paid  
Pend Oreille County shall provide project dashboard for the Contractor
- H. Written Warranty  
12 month written material and labor warranty to be provided upon final invoice. Any manufacturer warranty exceeding these limits shall be provided as well and shall remain valid for the term stated.

**Contractor Signature Sheet**

Business Name	
Authorized Representative Name (Print)	
UBI Number	
Address	
Phone Number	
Email Address	
Authorized Agent Signature*	
<p>*Signature by Contractor is acknowledgement of the following specifications, quantities, materials and methods to be used in completion of this project.</p>	

## Contractor Specifications

### I-Project Proposal

#### **1) Schedule 1-Construct Exterior Grade Pole Style Building**

The contractor shall submit one all inclusive proposal for construction of a pole style, exterior grade equipment shed. The shed shall meet the following minimum criteria:

- a) Roof shall be constructed with a 75lb snow load minimum. Ribbed metal 29 ga, 3' wide panels
- b) Depth of bays shall be 36' feet
- c) Width of bays shall be 14' feet. 2 bays
- d) Height of bays shall be 14' feet at the lowest point
- e) Building shall be enclosed on the 2 sides and back wall with ribbed metal, 29 ga, 3' wide panels. If Alternate proposal is selected, 3<sup>rd</sup> bay shall be enclosed on back & side.
- f) Build to local commercial code, permit shall be included in proposal

Unit is Lump sum, Quantity is 1

Pend Oreille County will provide a level cleared area for the building site.

Proposals will be evaluated on overall cost.

#### **2) Schedule 2-Alternate Proposal**

Additional bay to be constructed as a part of the building. Contractor must submit a bid for Schedule 1.

- a) Depth of bay shall be 36' feet.
- b) Width of bay shall be 12' feet
- c) Height of bays shall be 14' feet at the lowest point
- d) Bay shall be enclosed on the exterior side and back wall with ribbed metal, 29 ga, 3' wide panels
- e) Build to local commercial code, permit shall be included in proposal

Unit is Lump sum, Quantity is 1

Pend Oreille County will provide a level cleared area for the building site.

Alternate Proposal will be evaluated on overall cost. Alternate Proposal may be withdrawn at the discretion of the Public Works Director.

### II-General Specifications

a) Intent- It is the intent of these specifications to describe the work in detail to secure Bid Proposals on comparable materials and labor. All work & materials shall conform in quality to that which is usually provided by the trade in general for commercial construction work. Any variance from the specifications or standards of quality must be clearly requested in writing by the proposer. All materials will meet or exceed these specifications.

b) Project Completion- Pole sets/footings shall be completed by 11/30/2020. Building shall be completed by 12/31/2020. Work shall commence upon "Contractor's Notice to Proceed". Any requests for extensions of time will be submitted in writing to the County Engineer or Public Works Director for review. The

Contractor shall be the sole determiner as to proceeding with work in relation to weather conditions that could affect the building and its features. All work subject to inspection and acceptance by POC representative in addition to the Building Inspector. These inspections to be coordinated with the Project Manager as phases are completed.

c) Working Schedule / Days- Project start upon "Notice to Proceed". Work will start no earlier than 7:00 A.M. on Monday and continue no later than 8:00 P.M. Friday. Contractor to verify with Pend Oreille County for restrictions placed on working hours. Coordination with Project Manager is required for any work outside this shift. Contractor is required to provide Project Manager with a written Project Schedule before work commences.

d) Regulations & Codes- To the extent applicable, all work and materials shall comply with any Pend Oreille County safety and building codes and or Washington State Department of Labor & Industries codes. All permitting will be the responsibility of the contractor. Any permitting necessary to complete the above project shall be included in bid proposal.

e) Additional Materials & Labor- Any additional materials needed to complete this project outside the Project Scope will be governed by Specification 1-09.6, Force Account, of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition. All materials will be subject to review by the County Engineer or his designee.

### **III- Special Instructions**

a) Bid Proposal Due Date- Sealed Bid Proposals shall be submitted to and date stamped by the Board of County Commissioners, P.O. Box 5025/ 625 W. 4th St. Newport, WA 99156, until 10:30am September 22, 2020. The envelope shall be clearly marked "2020 D3 Equipment Shed". Email or Faxed Bid Proposals will not be accepted. Any questions/correspondence should be submitted to the following email: [publicworks4u@pendoreille.org](mailto:publicworks4u@pendoreille.org) or by phone at 509-447-4513

b) Special Bid Proposal Opening Instructions-Due to Covid-19, special instructions for the Bid Proposal opening are being provided as follows:

**The capacity for the public to attend the bid opening at the Pend Oreille County Board Room is very limited by social distancing requirements. No one will be allowed to enter the Board Room after the social distancing limit is reached.**

**Bidders may and are encouraged to attend and participate in the meeting via Zoom.**

Join Zoom Meeting for "2020 D3 Equipment Shed"  
<https://pendoreille-org.zoom.us/j/5094474119>

Meeting ID: 509 447 4119

One tap mobile

+12532158782,5094474119# US (Tacoma)

+12063379723,5094474119# US (Seattle)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)  
+1 971 247 1195 US (Portland)  
833 548 0282 US Toll-free  
877 853 5257 US Toll-free  
888 475 4499 US Toll-free  
833 548 0276 US Toll-free

Meeting ID: 509 447 4119

Find your local number: <https://pendoreille-org.zoom.us/j/kbyLYOwlaE>

#### **IV- Contractor Requirements**

a) Prevailing Wages- Pend Oreille County requires Contractor to be currently registered with Washington State Department of Labor and Industries. This project requires payment of prevailing wages. Contractor will be required to submit Intent to pay prevailing wage before project start and affidavit of wages paid upon completion of this project. The project Prime contractor shall work directly with any sub-contractor to complete all necessary phases of this project.

b) Safety and Protection of Tenants, Employees and the Public- Contractor shall take all necessary means to protect the public and adjoining properties from injury and damage through all phases of this project. Contractor will submit a written safety plan, OSHA/WISHA compliant Fall Protection Plan and designate a full-time on-site representative that is available for after hour emergencies during the execution of this project. 24" cones with reflective banding will be used to mark obstructions or zones of non-entry within the work zone. Jobsite Safety Standards will adhere to the more stringent of OSHA, WISHA or local requirements. Fall protection will be required during all phases of this project, as per written plan. Inspections with Maintenance Supervisor or Project Manager at agreed points in project are required.

c) Insurance Requirements- See Section VI for Insurance Requirements

d) Responsible Bidding Criteria- Beginning July 1,2019 all contractors must meet the criteria of RCW 39.04.350 for Public Works Bidding. Pend Oreille County will verify this criterion as part of the Bid Proposal evaluations.

e) Facilities- Contractor will be required to provide a portable restroom for the labor force. Pend Oreille County will provide the contractor an unsecure area for materials and equipment storage. The work site shall remain in a safe and orderly fashion during all phases of work.

f) Pre-Award Verifications

- 1) Washington State Secretary of State
- 2) Washington State Department of Revenue
- 3) Washington State Department of Labor & Industries

## **V. PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT GENERAL PROVISIONS**

These General Provisions, the Specifications, the Contractor's Proposal and any attachments, constitutes the proposal 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**

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.

### **3. 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 permitted. Mistakes may be crossed out and corrections written adjacent thereto and must be initialed in ink by the person signing proposal. The contractor 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.

### **4. Change Orders**

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

### **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 Proposal. 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. Delivery**

Time is of the essence and this proposal is subject to cancellation by Pend Oreille County for contractor's failure to deliver on time. For any exception to the delivery date specified in this proposal, contractor shall 90 days 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 contractor.

## **7. Identification**

The project number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this contract.

## **8. Payment**

Contractor 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 contractor'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.

## **9. 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.

## **10. Force Majeure**

Contractor 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 contractor notifies the County's representative immediately in writing of such pending or actual delay. Normally, in the event of any such delays, the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

## **11. Rejection**

All goods, services and materials purchased in this proposal are subject to approval by the County. Rejection of goods, services or materials 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.

## **12. 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 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. POC reserves the right to eliminate any item quantity or an entire item from this Bid Proposal.

## **13. 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.

## **14. 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.

## **15. Final Inspection**

The County shall release the Contract Bond upon full completion and acceptance of the work. This includes clean-up.

## **16. Hazardous Materials**

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

## **17. Public Disclosure**

Proposals shall become the property of the 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 RFP will be declared nonresponsive 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 RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the County will not disclose RFP 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.

## **18. Warranties (When Applicable)**

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. Contractor'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. Standard Warranty- Any materials and labor provided shall carry standard warranty coverage furnished by the manufacturer. Additionally, contractor will provide a 12-month written warranty for labor to repair or replace any defective materials or workmanship. Said warranty will be valid for 12 months from date of invoice.

## **19. Re-Award**

When a contractor 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. 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.

## **21. 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).

## **22. Licenses/Certifications**

The successful contractor 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 proposal. Contractor shall provide the County with copies of all necessary certifications prior to work commencing.

## **23. Delivery of Unapproved Substitutions**

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

## **24. Non-Discrimination**

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 subcontractors, 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.

## **25. Non-Collusion**

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

## **26. Evaluation of proposal**

Evaluation of Bid Proposals- The total cost of each Bid Proposal will be the primary evaluation. However, the County will consider the performance of the proposed material and the County may select a higher priced Bid Proposal if, in the County's sole determination, the alternate product is in the best interest of the County.

## **27. Taxes**

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

## **28. Assignment**

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

### **29. 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 contractor.

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

### **31. 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.

### **32. 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)

### **33. Defense and Indemnity Agreement**

A. Indemnification by contractor. To the fullest extent permitted by law, the contractor 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 contractor, its employees, agents or volunteers or contractor's subcontractors 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 contractor's or its subcontractors' 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 contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the contractor shall be valid and enforceable only to the extent of the negligence of the contractor, its subcontractors, employees and agents. This indemnification obligation of the contractor 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 contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the contractor are a material inducement to County to enter into this Agreement, are reflected in the contractor'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 contractor's indemnity obligations under this Agreement.

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

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

#### **34. 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.

#### **35. 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.

#### **36. 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.

#### **37. Entire Agreement**

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

#### **38. 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 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 contractor:

Step I The County Engineer will try resolving matter with protestor. All available facts will be considered, and the County Engineer 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 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 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 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 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

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 contractor 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 contractors, they are not responsible to assure that contractors receive the announcement. It is the responsibility of the contractors 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.

### **39. 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.

#### **40. 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 contractor'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 contractor has been given an opportunity to seek a court injunction against the requested disclosure.

#### **41. Retainage/Bonding**

a) 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
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 contractor and all subcontractors 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 contractor is current with payments of industrial and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.

b) Performance Bond: The selected Contractor shall provide a performance bond for the full amount of the contract price upon signing and execution of the project contract.

#### **VI. Insurance Requirements**

Prior to the beginning of and throughout the duration of the Work, contractor will maintain insurance in conformance with the requirements set forth below. contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, contractor agrees to amend, supplement or endorse the existing coverage. Contractor 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.

Contractor 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). Contractor also agrees to require this

same provision of all subcontractors, joint ventures, or other parties engaged by or on behalf of contractor in relation to this agreement.

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence with a \$2,000,000 annual aggregate for bodily injury, personal injury and property damage including without limitation, blanket contractual liability.

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

Contractor shall maintain Commercial Automobile Insurance In an amount not less than: \$1,000,000 covering owned, non-owned and hired autos.

All coverage types and limits required are subject to approval, modification and additional requirements by Pend Oreille County. Contractor shall not make any reductions in scope or limits of coverage that may affect the County's protection without County's written consent. Contractor 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. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor 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 contractor or deducted from sums due contractor.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the contractor 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.

Contractor 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 contractor'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 contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage or other solutions.

Contractor 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 contractor or required of others by contractor 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 Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

Pend Oreille County Public Works thanks you for taking the time to review and bid this project. It is our goal to maximize the investment we make in our facilities therefore all materials and methods of application will be reviewed

to ensure they are in the best interest of the County. The County reserves the right to reject any and all Bid Proposals after review of materials used or methods by which those materials will be used. Any missing items, omissions or added terms or conditions may cause a Bid Proposal to be considered incomplete or irregular, and rejected on these grounds. Use the provided documents to bid this project. The successful Contractor will need to provide Pend Oreille County all necessary documents including a signed contract before work commences.

<b>Schedule 1-2020 D3 Equipment Shed-Use only this Form to Bid</b>			
<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>TOTAL</b>
1) Construct Exterior Grade Pole Style Building -Including all labor, materials and permit. Completion by 12/31/2020	LUMP SUM	1	\$
<b>Tax</b>		\$	
<b>Grand Total</b>		\$	
Signature  By signing this Bid Proposal form, I represent myself as an authorized agent for the contractor and understand and agree to all the requirements for the above project.	Sign _____ Date _____ Name (Print) _____		



<b>Schedule 2-Alternate Proposal-2020 D3 Equipment Shed-Use only this Form to Bid</b>			
<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>TOTAL</b>
1) Construct Additional 36'x12' Bay. Contractor must submit bid for Schedule 1. Complete by 12/31/2020	LUMP SUM	1	\$
<b>Tax</b>		\$	
<b>Grand Total</b>		\$	
Signature  By signing this Bid Proposal form, I represent myself as an authorized agent for the contractor and understand and agree to all the requirements for the above project.	Sign _____ Date _____ Name (Print) _____		