

Pend Oreille County, WA

Public Works Department-Buildings & Grounds Division



Request for Bids

227 S. Garden HVAC-2022

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Bid Form

Notice to Contractor

Notice is hereby given by the undersigned that sealed bids will be accepted in the Office of the Pend Oreille County Board of Commissioners for the:

227 S. Garden HVAC-2022

Above per specifications

Sealed Bids shall be delivered to: PO Box 5025 / 625 W. 4th St. Newport, WA 99156

Sealed Bids will be accepted in the Commissioner's Office until: May 31, 2022 at 2:30 pm and then be opened and read in the Commissioner's meeting room.

The bid opening may also be attended via ZOOM. See next page for information.

Bids forms and Specifications are available:

-At the office of County Commissioners, County Courthouse, Newport, WA

-On line at <https://pendoreilleco.org/your-government/public-works/pw-bids/buildings-grounds-call-for-bids/>

-By email publicworks4u@pendoreille.org

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

Available to MRSC Roster Members

Dated April 28, 2022

George W. Luft

Pend Oreille County, Acting Public Works Director

“Zoom Meeting Bid Opening Information”

Bids will be accepted by the following methods:

- 1) Deliver bids in person before bid opening.
- 2) USPS or Delivery Service. Please be aware there may be delays in your service with these firms.

There will be an on-line “Zoom Meeting” option. Please note that staff is available for communication on this matter M-F, 8am-4:30pm by calling 509-447-4119.

Bid Opening- 227 S. Garden HVAC-2022

10:15 AM – May 31, 2022

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 County’s goal to provide the public every opportunity for un-interrupted service during this bid opening.

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:

A. Bid Form

The unit prices, extensions and total amounts bid must be shown in the spaces provided.

B. Contractor Signature Sheet

To be filled out and signed by the Contractor

C. Bid Bond

Bids must be accompanied by a bid guarantee of 5% in the form of a cashier's check, money order, surety bond, certified check, or cash (RCW 36.32.250).

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 Specifications).

C. Written Progress Schedule

Coordinated with Pend Oreille County Project Manager

D. 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.

E. Background Checks

This project will require all project staff have background checks before being allowed on site

F. Intent to pay Prevailing Wage & Affidavit of Wages Paid

Contractor Signature Sheet

Business Name	
Authorized Representative Name (Print)	
UBI Number	
Unique Entity Identifier (UEI) (SAM)	
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>	

Project Scope

It is the intent of Pend Oreille County (POC) to replace the existing HVAC System. The existing duct work shall remain in service. If new or additional ducting is needed to accomplish the project, it shall be included in the price bid for the system.

I-Project Scope-

1. HVAC System- This work shall include:

- a) Removal and disposal of existing 20-ton AHU and Zone Duct Heaters.
- b) Providing new comparable 20-ton Heat Pump Unit and Zone Duct Heaters, including installation. Contractor to use existing roof curb *OR* fabrication of adapter if necessary.
- c) Connect to existing ductwork *OR* fabrication to existing ductwork, if necessary.
- d) Connection of electrical components *OR* alterations to connections, if necessary.
- e) Use existing controls & thermostats *OR* supply & install new controls & thermostats, if not compatible with new equipment.
- f) Any other work or materials necessary to complete the installation of the new heat pump and zone duct heaters.

Unit bid is Lump Sum

Quantity is 1

2. Install Manual Dampers- Manual dampers shall be provided and installed in each office.

Unit bid is each

Quantity is 6

3. Inspect & Clean Ductwork- All existing ductwork shall be thoroughly inspected and cleaned where possible. Any repairs that are needed shall be paid for by Force Account.

Unit bid is Lump Sum

Quantity is 1

4. Air Balance and Documentation Report- Contractor shall supply Air balance of system, including a documentation of the system. This work requires a NEBB Certification, which proof shall be supplied to the County before this phase begins.

Unit bid is Lump Sum

Quantity is 1

II- General Specifications

a) Intent- It is the intent of these specifications to describe the work in detail to secure bids on comparable equipment, materials and labor. All equipment and materials shall conform in quality of workmanship to that which is usually provided by the trade in general for commercial HVAC 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- Work shall be fully completed within 30 Working days of "Contractor's Notice to Proceed". Any requests for extensions of time will be submitted in writing to the Acting 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. Contractor shall be responsible for protecting work during periods of precipitation. No openings shall be left unfinished during periods of non-work. At project completion, work shall be weather-tight, and contractor shall be responsible for any leaks or roof repair needed from this installation for a period of 12 months from acceptance of project.

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 City of Newport for restrictions placed on exterior 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. Be advised this is a multi-phase project. Please contact POC Public Works for contact information.

d) Regulations & Codes- To the extent applicable, all work and materials shall comply with any City of Newport 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 items.

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, 2022 edition. All materials will be subject to review by the Assistant Public Works Director or his designee.

III- Special Instructions

a) Pre-Bid Scheduled Project Walk Through- The County encourages interested Contractors attend the walk through scheduled for 10:00 AM, May 11,2022 at 227 S. Garden Ave. Newport, WA 99156. **Please email or call to confirm attendance.**

b) Bid Due Date- Sealed bids 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 10:15 AM on May 31, 2022. The **outside** envelope shall be clearly marked "227 S. Garden HVAC-2022". Failure to clearly mark the outside envelope shall make that bid subject to immediate rejection. Email or Faxed bids will be rejected. Any questions/correspondence should be submitted to the following email: beggleston@pendoreille.org or by phone at 509-671-2382.

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 spill

prevention plan, 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 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 evaluations.

e) Contractor must be registered with the MRSC Rosters to qualify to submit bids. Registration must be completed by time of award.

f) Checks & Compliance- The following checks and compliance will be required:

Pre-Award:

- 1) Washington State Secretary of State
- 2) Washington State Department of Revenue
- 3) Washington State Department of Labor & Industries
- 4) System for Award Management (SAM) Federal

V. PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT GENERAL PROVISIONS

These General Provisions, the Specifications, the Contractor's Bid 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

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

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

3. Bid Submittals

Bids 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 bid. The contractor shall verify their bid 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 bid 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 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. 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 bid 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 bid, 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 ensure prompt payment, each invoice should cite project number or bid 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 bid 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 bid in the Bid. 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.

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. Quality Assurance and Inspections.

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

Bids shall become the property of the County. All bids shall be deemed a public record as defined in RCW 42.56 "Public Records." Any bid containing language which copyrights the bid, declares the entire bid 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 bid 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 bid(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, services and work 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 project acceptance.

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 bid 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 Bid Documents

Bids and modifications received after the exact hour and date specified for receipt of bids will not be considered (i.e. if bid 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 bid. 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

Pend Oreille County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

25. Non-Collusion

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

26. Evaluation of Bid

Evaluation of Bids- The total cost of each bid 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 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 bid opening, administration problems threaten to delay award beyond the proposer's acceptance period, proposers shall be requested to extend the bid acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids (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 Public Works Director 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 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 (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 bid, reissuing the bid 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 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 Bids

The General Terms and Conditions included in 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 Terms and Conditions, may result in the bid being considered non-responsive.

40. Proprietary Material Submitted

Any information or documents contained in the bid 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 42.56 RCW. If any information is marked as proprietary in the bid, 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) Bid Bond: Bids must be accompanied by a bid guarantee of 5% in the form of a cashier's check, money order, surety bond, certified check, or cash (RCW 36.32.250).

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.

C) 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.

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 \$1,000,000 per occurrence with a \$1,000,000 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 bids 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 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.

227 S. Garden HVAC-2022
****Use only this Form to Bid****
DO NOT ADD OR ALTER ANY BID ITEM

ITEM	UNIT	QUANTITY	TOTAL
1) HVAC System	LUMP SUM	1	\$
2) Install Manual Dampers	EACH	6	\$
3) Inspect & Clean Ductwork	LUMP SUM	1	\$
4) Air Balance and Documentation Report	LUMP SUM	1	\$
Tax			\$
Grand Total			\$
<p>By signing this bid form, I represent myself as an authorized agent for the contractor and understand and agree to all the requirements for the above project.</p>	<p>Name (PRINT): _____</p> <p>Signature: _____</p> <p>Date: _____</p>		