

INVITATION TO BID



BID NUMBER:

ISSUED BY: Spokane County Purchasing Department, 721 N. Jefferson, Ste 303, Spokane, WA 99260, Phone (509) 477-2301, Fax (509) 477-6627

BID DUE DATE & TIME: Quotation is to be delivered to the Spokane County Purchasing Department no later than [?time local – day – date]

NOTE: Work as stated is subject to the terms and conditions stipulated in this bid document including attachments “A” and “B” attached. See statement of work which is attached hereto and incorporated herein by reference.

SUBMITTALS from minority, women and disadvantaged business enterprises are encouraged

THIS BID IS SUBMITTED BY:

Bidder
Name _____

Company _____

Address _____

City _____ St _____ Zip _____

Ph _____ Fax _____

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price(s) entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: _____ Date: _____

BID ISSUE DATE: ?

PROJECT ESTIMATE: less than \$10,000.00

DEPARTMENT: ?

NATURE OF THE PROJECT: This Public Works project consists of the construction of [?general description of the work], and other related miscellaneous items.

MAIL, DELIVER OR FAX BIDS TO the Spokane County Purchasing Department to arrive no later than the bid due date and time listed above. Late bids will be rejected as non-responsive and will not be considered.

PUBLIC WORKS REQUIREMENTS. The scope of work for this project constitutes a public work under state law. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, performance and payment bond, reporting requirements for the use of sub-contractors, and sales tax implications in making their bids.

NO BIDDER may withdraw its bid after the bid due date and time unless the award of contract is delayed for a period exceeding sixty (60) calendar days. However, the county may reject any or all bids for good cause.

?A PRE-BID CONFERENCE will be held for interested bidders on [day, date, time, location], This conference is not mandatory but prime contractors planning to submit bids are strongly urged to be represented.

?A **MANDATORY** PRE-BID CONFERENCE will be held on [day, date, time, location]. Prime contractors planning to submit bids are required to be represented at this meeting in order for the bid submitted to be considered responsive.

FOR technical information contact [?]at (509) [?] or for administrative information contact David T. Raymond, Senior Buyer, in the Spokane County Purchasing Department at (509) 477-3694.

By: David T. Raymond Date
Senior Buyer
Phone 477-3694 or Fax 477-6627

By: Béla G. Kovács Date
Purchasing Director

Dept head name Date
Dept head title

BID PRICING

EACH BID shall constitute an offer to Spokane County as outlined herein.

RECEIPT OF ADDENDA: Bidder acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date

REJECTION: The County reserves the right to reject any or all proposals, portions or parts thereof good cause, and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

SUBMITTAL: The bid response consists of: a) Invitation To Bid page 1, b) Bid Pricing page(s), and c) the Contractor’s Administrative Information Page.

PRICES: Each bid item will be priced. Unit prices, if requested, shall govern in case of extension error.

ITEM 0 - ? BID ELIGIBLE FOR CONTRACTOR’S BOND ELECTION: NO _____ YES _____

If the yes block is checked please indicate your election below by putting a check or initial in the space provided below. Failure of the bidder to make a selection will be taken as notice to the County that a Contractor’s bond will be furnished and that its price is included in the bid submitted.

- 1) _____ A Performance and Payment Bond and its cost is included in the bid
- 2) _____ Election is made for the County to withhold 50% Retainage in lieu of a Performance and Payment Bond

ITEM 1 - LUMP SUM BASE BID

BASE BID	AMOUNT	\$
		Numbers
	8.1% SALES TAX: =	\$
		Numbers
	TOTAL =	\$
		Numbers

ITEM 2 - UNIT PRICE BID: Price per [?unit of measure and for what].

UNIT PRICE	PRICE PER LINEAL FOOT =	\$
		numbers

ITEM 3 – PROMPT PAYMENT CASH DISCOUNT TERMS _____ Percent _____ Days

NOTE: Cash discounts less than 2% OR discount periods less than 30 working days after receipt of a proper invoice will not be considered as evaluation factors in the award of contract. For bid tabulation purposes leaving this item blank will be considered a submission of “none” or no discount offered with payment due within 30 days of receipt of a proper invoice.

ITEM 4 – TIME FOR COMPLETION: List the number of consecutive calendar days it will take to complete the work from commencement date stated in a notice to proceed (usually issued within 11 days after Notice Of Award). _____. State any qualifications to the time for completion that may apply such as availability of a piece of critical equipment or component, lead time, weather, etc. and describe the impact.

Person/Entity Name: _____ Signature Of Bidder: _____

CONTRACTOR ADMINISTRATIVE INFORMATION

1. PERSON/ENTITY

- a. Name as registered with the State Of Washington:
- b. Mailing Address including zip code:
- c. Physical Address including zip code:
- d. Telephone number including area code:
- e. Fax number including area code:
- f. Washington State Contractors License Number:
- g. Federal Tax Identification Number:
- h. Washington State UBI Number:
- i. State Industrial Account Identification Number:
- j. Name of person preparing bid:
- k. Title of person preparing bid:

2. INSURANCE COMPANY:

- a. Name of company:
- b. Name of Insurance Agent:
- c. Mailing Address including zip code:
- d. Telephone number including area code:
- e. Fax number including area code:

3. BONDING COMPANY (if bond is to be furnished):

- a. Name of Surety:
- b. Name of Bonding Agent:
- c. Mailing Address including zip code:
- d. Telephone number including area code:
- e. Fax number including area code:

SPECIFICATION SHEET

This request is for work to include all costs associated with the performance of the contract such as sales tax, permits, insurance, public work compliance requirements, etc.

CONTRACT ADMINISTRATOR: The contract will be administered by [?name, title, department, phone].

PROJECT REPRESENTATIVE: The county representative for this project will be [?department rep], phone ?. Visits to the job site should be arranged with ?.

GENERAL PROJECT DESCRIPTION: This Public Works project consists of ?

TIME FOR COMPLETION: Time is of the essence in the performance of this contract. The County desires that the work be completed by ?

SECURITY CLEARANCE AND KEY CONTROL REQUIREMENTS: Background checks are required for work performed after normal business hours and work performed in high security work areas. Contractor's will submit a list of employees' names, birth dates and Social Security numbers to the Facilities Department in order that background checks may be made and identification cards issued.

A. Work Performed After Normal Business Hours. This applies to contractors that will be performing work on or in County Buildings after normal County business hours.

B. Work Performed In High Security Work Areas: The Spokane County Jail, Juvenile Detention, and Geiger Correction are high security areas with limited access.

1. These facilities will remain in full operation during the periods when work is being performed within them. The County will make all reasonable effort to accommodate and facilitate the contractor's work. The contractor will be responsible for coordination of work with the County.

2. The contractor shall be responsible for the security and clearance of his materials, equipment, tools, incidentals and personnel in and out of the high security areas.

3. The contractor is advised that employees on probation, with outstanding warrants filed against them or who have been released from Spokane County custody within the last 24 months cannot be used on work performed in high security areas.

C. Key Control. Contractors are responsible for the control of keys issued to them in conjunction with the work to be performed and will return such keys at the conclusion and acceptance of the work. In the event of the loss of a key(s) the contractor will be liable for all costs associated with their replacement to include the replacement of all associated locks if applicable.

SPECIFICATIONS: ?

DRAWINGS: ?

FURNISHED BY COUNTY:

LIQUIDATED DAMAGES: The amount of liquidated damages, if any, for failure to complete the work on time will be as specified for each working day in excess of the completion time specified will be \$ ****none*** per day.

ATTACHMENT "A"
PUBLIC WORKS PROJECT TERMS AND CONDITIONS

1. THE BIDDER shall submit his proposal properly executed on the forms furnished. Only amounts and information asked for on the proposal forms will be considered as the bid. The Bidder shall bid upon the work exactly as specified. The bid price(s) shall include all necessary permits, and fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes (except Washington State Sales Tax), utilities and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. DEFINITIONS: The term "County", means Spokane County Washington, "successful bidder" means the apparent lowest and best bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the County. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid.

3. LICENSING AND REGISTRATION: The Contractor must be licensed and registered in the State of Washington.

4. PUBLIC WORK REQUIREMENTS: This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. Questions should be referred to the State of Washington Department of Labor & Industries, PO Box 44540, Olympia WA 98504-4540, phone (360) 902-5335 or Fax (360) 902-5300.

The contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.

5. CONTRACTOR'S BOND: CONTRACTOR'S BOND: The Contractor will be required to file a Performance and Payment Bond to the **STATE OF WASHINGTON AND SPOKANE COUNTY** which will always be, at a minimum, equal to one hundred percent (100%) of the contract price including all additions, deletions or extensions in time. Any additions, deletions or extensions in time shall not relieve a surety of its liability in any manner whatsoever. The bond is to insure faithful and complete performance of the contract and payment of all taxes and obligations to laborers and materialmen arising from the project. The bond shall be executed by a Surety Company acceptable to the Spokane County Board of County Commissioners. The Performance Bond shall remain in effect for one (1) year following the formal acceptance of the work .

When a contractor's bond is furnished retainage equal to five percent (5%) of a payment request amount (excluding sales tax) will be deducted and held as retainage. The retainage period is forty five (45) days following final formal acceptance of the work as 100% completed by resolution of the Board of County Commissioners, or until receipt of all required releases from the state's departments of Revenue, Employment Security and Labor and Industries plus settlement of any liens or claims filed pursuant to chapter 60.28 RCW, whichever is later. Bidders are cautioned that actual payment of retainage historically has taken as much as 55 to 90 days from the contractor's notification to the county that the work is 100% completed.

In lieu of a surety bond the County may, on contracts of \$25,000.00 or less, hold retainage in an amount equal to fifty percent (50%) of the contract including tax. This is at the option of the contractor which is noted in the bid response. The retainage period is forty five (45) days following final formal acceptance by resolution of the Board of County Commissioners, or until receipt of all required releases from the state's departments of Revenue, Employment Security and Labor and Industries plus settlement of any liens or claims filed pursuant to chapter 60.28 RCW, whichever is later. Bidders are cautioned that actual payment of retainage historically has taken as much as 55 to 90 days from the contractor's notification to the county that the work is 100% completed.

6. INSURANCE REQUIREMENT: The successful bidder will furnish insurance as stipulated in Attachment "B".

7. RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only.

8. PROJECT COMPLIANCE: In compliance with the request for quotation, bidder hereby proposes to perform all work for this project in strict accordance with the contract documents, at the prices bid and within the time set forth therein with the understanding that time is of the essence in the performance of this contract.

9. PROPOSAL EFFECTIVE PERIOD: Bid proposals will be good for a sixty (60) day period commencing the date and time of closing unless extended by mutual consent of the bidder and the County.

10. **REJECTION:** The County reserves the right to reject any or all proposals for good cause. The County reserves the right to reject any or all proposals, portions or parts thereof and to waive minor irregularities or informalities in bidding.
11. **EVALUATION:** In evaluating the proposals, special attention will be paid to the qualifications of the bidders when considering awarding the contract.
12. **COMPLETENESS OF PROPOSAL:** Each Bidder shall quote on all items in the bid proposal unless requested otherwise. Alternative, additive, or deductive prices will not be considered unless specifically required in the proposal form.
13. **CONTENTS OF PROPOSAL FORM:** The proposal form invites bids on definite plans and specifications. The plans, specifications and addenda relating to the project referred to in the proposal shall be considered to be part of the proposal.
14. **ARBITRATION:** There will be no arbitration arising out of or relating to a contract resulting from this invitation to bid.
15. **REFERENCES:** With the submission of a quotation the bidder agrees to furnish references upon request.
16. **TAXES:** Proposals shall include all applicable taxes except sales tax which is a separate bid item. It shall be the bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.
17. **ERROR IN EXTENSION:** Unit price, when used, shall govern in case of extension error.
18. **PROMPT PAYMENT TERMS:** Cash discounts less than 2% OR discount periods less than 30 days after receipt of a proper invoice will not be considered as evaluation factors in the award of a contract. For bid tabulation purposes leaving a "terms of payment" bid item blank if listed in the bid document or not writing a cash discount in a bid submittal will be considered a submission of "none" or no discount offered with payment due within 30 days of receipt of proper invoice (Net 30).
19. **SHIPPING COSTS:** Bid price to include all shipping and handling costs.
20. **PERMITS AND FEES:** The contractor shall furnish all permits, inspection fees, and fees required in the performance of this contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries works for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these RCW's.
21. **CONTRACT:** A Purchase Order will be issued. No work will begin before the County has in its possession an acceptable certificate of insurance, a Contractor's bond or request to retain 50% in lieu of a bond and an acknowledgment copy of the purchase order signed by the contractor. The Purchase Order, when properly signed and bearing a Purchase Order Number, will be the only form which will be recognized by the County as an award. The executed purchase order supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the County and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Purchase Order without the written consent of the County. No terms stated by the bidder in accepting or acknowledging this order shall be binding upon the County unless accepted in writing by the County. The successful bidder may not assign the Contract resulting from this invitation to bid without the County's prior written consent. No waiver by the County of a breach of any provision of the terms and conditions outlined in the invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.
22. **WARRANTIES:** The bidder warrants that all materials, equipment and services provided under a contract resulting from this invitation to bid are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by the County; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by the County and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by the bidder to the County.
23. **COMPLIANCE WITH LAWS AND REGULATIONS:** The bidder agrees that if awarded a contract as a result of this invitation to bid it warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the County against any loss, cost, liability or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.
24. **INDEMNIFICATION:** All services to be rendered or performed under a contract resulting from this invitation to bid will be rendered or performed entirely at the Contractor's own risk. The Contractor expressly agrees to indemnify and hold harmless the County and all its officers, agents, employees or otherwise from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be

performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the Owner and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Consultant, their agents or employees. The Contractor's duty to indemnify the Owner and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the Owner or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, the Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Contractor further agrees that this duty to indemnify Owner applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify Owner.

25. **TERMINATION:** Contract(s) resulting from this bid may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the bidder of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the bidder to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

26. **TERMINATION BY THE OWNER WITHOUT CAUSE:** Notwithstanding any other provisions contained herein, the Owner, without cause, may terminate the contract between the parties by providing notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the Owner to the Contractor on the Contract Sum, the Owner shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the Owner to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the Owner in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2.13 2) or 3) shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

27. **COMPLIANCE WITH TERMS:** Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

28. **ESTIMATED QUANTITIES:** When quantities are estimated in the proposal form they are stated only for bid comparison purposes. The County does not warrant expressly or by implication, that the actual quantities of work will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of work completed in accordance with the contract requirements.

29. **USE OF RECYCLED CONSTRUCTION MATERIAL:** Materials used in this project should be recycled or reused materials whenever practicable, however such use must be approved by the county. Any recycled or reused material must meet or exceed the specifications set forth in the construction documents.

30. **PAYMENT APPLICATION:** Invoices will be submitted to the Spokane County Purchasing Department, 721 N. Jefferson, Ste 303, Spokane, WA 99260, Attn. [insert project number here]. A Statement of Intent To Pay Prevailing Wages certified by the State on the Contractor and each and every subcontractor must be in the possession of the County before a payment application can be processed. . Invoices must include the statement "I certify that wages have been paid in accordance with the Statement(s) of Intent To Pay Prevailing Wages previously certified and filed pursuant to this contract."

31. **TIME FOR COMPLETION:** The contractor agrees to complete the work as specified in the invitation to bid with the understanding that time is of the essence in the performance of the contract.

ATTACHMENT "B"
INSURANCE REQUIREMENTS

The successful bidder shall furnish and maintain all insurance as required herein (or by attachment) and comply with all limits, terms and conditions stipulated therein (or by that attachment), at their expense, for the duration of the contract. Following is a list of requirements for this project. Any exclusions must be pre approved by the Spokane County Risk Manager. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The contractor's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the contractor and returned to the County of Spokane. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the Purchasing Department. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional insured on the contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the contractor.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below, all coverage \$1,000,000 per occurrence with no deductible.

GENERAL LIABILITY INSURANCE: The Contractor shall have Commercial General Liability with limits of \$1,000,000 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

BUILDER'S RISK INSURANCE: Each Contractor shall be responsible for the safety of their work and materials until completed work is accepted by the County authorized personnel and/or the Director of Purchasing. Adequate builder's all risk insurance, including but not limited to fire insurance coverage must be carried by the Contractor. The County reserves the right to review and approve all insurance carriers and companies providing insurance.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance and Builder's Risk Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of the Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "SPOKANE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO PROJECT NUMBER (insert project number here)."

PROOF OF BUSINESS AUTOMOBILE INSURANCE: The Contractor shall have Business Automobile Liability with limits of \$1,000,000.00 combined single limit.

WORKERS COMPENSATION: If applicable, the Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the bidder's assurance that coverage is in effect.

SPECIAL "X.C.U." PROVISIONS: When demolition or blasting is involved in the work the Contractor shall provide excess coverage in the minimal amount of \$1,000,000.00 combined single limit, per occurrence, for Explosion, Collapse and Underground Damage (X.C.U.) for the project site. Said insurance coverage shall be subject to the same requirements as specified for the primary insurance coverage under this Agreement.

Providing coverage in the above amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

PROOF OF INSURANCE: The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth above, has been approved by Safety/Loss Control Department and filed with the Purchasing Department. Said proof of insurance should be mailed to the Spokane County Purchasing Department. Upon request, the Contractor shall forward to the Purchasing Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

FAILURE OF COVERAGE: Failure of the Contractor to fully comply with the above insurance requirements during the term or the Agreement shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion. Alternatively the County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against payment due to the Contractor under this Agreement.