

PORT OF WHITMAN COUNTY
INVITATION FOR BIDS

Project: Fiber Optic Extension Project
Bid Date: 3/11/2021
Bid Due Date: 3/30/2021 by 2:00 P.M. PST
Pre-Bid Meeting: 3/18/2021 at 1:00 P.M. PST via link below (optional)

Bids for **Fiber Extension Project** for the Port of Whitman County will be received at 302 N Mill Street, Colfax, WA 99111 (Port Administrative Building) **until 2:00 p.m. (PST), March 30, 2021**. Bids received after this time will not be accepted. Bids will only be accepted via mail or delivered to the Port Administrative Building. Email or facsimile bids will not be accepted.

The work on this project includes, but is not limited to the following:

- Furnishing all labor, equipment and materials (unless otherwise noted) necessary for the construction of fiber optic extensions in Whitman County
- Completing and complying with all permitting as required

The Port of Whitman will supply the fiber optic cable, hand holes, and fiber markers.

Please refer to the link below for access to the following documents made part of this invitation to bid:

<https://drive.google.com/drive/folders/1pfGrkEVlx5WUVrXTN3l0aN1xcFNr-aFi?usp=sharing>

Invitation to bid additional documents:

- Almota Fiber Extension Design and Permits
- Farmington Fiber Extension Design and Permits
- Grinnell Fiber Extension Design and Permits
- Lamont Fiber Extension Design and Permits
 - WSDOT permit pending
- Oakesdale Fiber Extension Design and Permits
 - Work on private land not to start until after harvest of crop in the fall
- Plaza Fiber Extension Design and Permits
 - Contractor needs to obtain ROW work permit from Spokane County
- Tekoa Fiber Extension Design and Permits
 - WSDOT permit pending
- Whitman County Utility Installation Policy
- Unit Pricing Bid Sheet

A couple items to take note of:

- A preconstruction meeting will be required.
- As per special provision #2, WSDOT would like the opportunity to meet for a pre-construction meeting with the work foreman and any other essential personnel.

WSDOT would like the chance to review any traffic control plans developed prior to construction.

Work must commence as soon as the possible after April 15, 2021. The entire project must be completed by June 30, 2021. Weather days are allowed. If construction leads to the inadvertent discovery of an artifact or bone that may be human in origin, all ground-disturbing activity must discontinue immediately. Department of Archaeology and Historic Preservation (DAHP) protocols will be followed. No payment shall be made for any construction delays related to DAHP protocols. The Port may elect to extend the project completion date to reflect the time lost. A bid guaranty, payment and performance bond will be required for this project. There will be an optional pre-bid meeting. Bidders should inspect or investigate the site of Work and the attachments to this Invitation to Bid prior to attending the pre-bid meeting and prior to submitting a Bid.

Bids will be opened publicly via online meeting and read aloud immediately following the specified closing time. All interested parties are invited to attend. Bid documents may be **examined** at the Port of Whitman County, 302 N Mill Street, Colfax, WA 99111.

The Port reserves the right to reject any or all offers if such action is in the best interest of the Port and waives informalities and minor irregularities in offers received. Bids may be delivered by mail or delivered in person. Bidders must meet the criteria in RCW 39.04.350.

INSTRUCTIONS TO BIDDERS

ARTICLE 1: QUALIFICATION OF BIDDERS

- A. Generally, no prequalification requirements are imposed prior to submitting a Bid. However, the Port of Whitman County may make such investigations as they deem necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish to the Port all such information and data for this purpose as the Port may request. The Port reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Port that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein.
- B. The Bidder must be familiar with all Federal, State and local laws, including RCW 18.27 Registration of Contractors, ordinances and regulations which in any manner might affect those engaged or employed in the Work, the materials, equipment or procedures used in the Work, or which in any other way would affect the conduct of the Work. It is assumed the Bidder is familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
- C. The Bidder must be registered and licensed as may be required by the laws of the State of Washington at the time Bids are publicly opened.
- D. For Small Works contracts the Bidder must be registered on the Port of Whitman County Small Works Roster.

ARTICLE 2: BIDDER'S REPRESENTATION

Each Bidder, by submitting a Bid, represents that:

- A. The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance with all applicable documents.
- B. The Bidder has inspected or investigated the site(s) of Work and has become familiar with the local conditions under which the Work is to be performed and has familiarized itself with the quantity and character of all materials and equipment.
- C. The Bid is based upon the Work described or presented within the Bidding Documents.
- D. The failure or omission of the Bidder to examine all pertinent forms, instruments, applicable statutes, or other documents shall in no way relieve the Bidder from the contractual obligations required by the Bidding Documents.
- E. The Bid submitted is unconditional in all respects.

ARTICLE 3: BIDDING DOCUMENTS

3.1 AVAILABILITY

- A. Bid documents may be examined at 302 N. Mill Street, Colfax, WA 99111, or obtained from the Port via US mail, email or facsimile.
- B. The Port of Whitman County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Bidding Documents issued as stated above are for bidding purposes only. The Port does not confer a license or grant for any other use.

3.2 INTERPRETATION & CLARIFICATION

- A. Bidders shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

- B. Interpretations and Clarifications

1. Every request for interpretation or clarification should be submitted in writing to:

Port of Whitman County
302 N. Mill Street
Colfax, WA 99111
(509) 397-3791
Fax (509) 397-4758
port@portwhitman.com

2. To be given consideration the request **must be received NO LATER THAN 12:00 PM** prior to the date fixed for the opening of the bids or proposals. Questions received after this date may not receive a response from the Port.

- C. Oral interpretations or clarifications will be without legal effect.

3.3 ADDENDA

- A. Clarifications, interpretations, or supplemental instructions will be issued only in the form of written addenda.
- B. Each bidder shall acknowledge within their Bid that they have obtained all addenda issued.
- C. All addenda issued shall become part of the Contract Documents.

3.4 EXAMINATION OF THE WORK SITE

- A. The premises will be made available prior to the deadline for submission of bids for whatever inspections and tests prospective bidders deem appropriate. It shall be the responsibility of the bidder to make a thorough examination of the area described prior to the submission of his bid.
- B. Prospective Bidders and primary subcontractors are strongly encouraged to attend a pre-Bid conference and site visit if announced in the advertisement for Bid.

ARTICLE 4: BONDING AND INSURANCE REQUIREMENTS

4.1 BOND COSTS

- A. The costs or premiums for all bonds shall be paid by the Bidders.

4.2 CONTRACT BONDS

- A. Prior to the execution of the Contract, the Bidder shall furnish in a form satisfactory to the Port, **Insurance Certificates**, and a **100% Performance Bond** and **Payment Bond** covering the faithful performance of the Contract and the payment of all obligations arising there under.
- B. Payment and Performance Bonds shall include language that states the bonding company agrees to any and all changes made to the contract when made by change order and agreed to by both Parties.
- C. **If the total bid price, including sales tax, is less than \$35,000, at the Contractor's option, the Port shall retain 50% of the total contract price for a period of no less than 45 days after final acceptance.**
- D. The bid shall be accompanied by a **Bid Guaranty** in an amount of at least 5% of the total bid (total of Base Bid plus WSST), unless otherwise noted on the invitation to bid.
- E. If applicable, the Bid Guaranty shall be in one of the following forms and made payable to the Port of Whitman County: a Bid Guaranty bond, in the form provided by the Port, duly completed by a guaranty company authorized to do business in the state of Washington; a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution. The surety signing the Bid Guaranty bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended), and the surety's name must appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner.

4.3 POWER OF ATTORNEY

- A. Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

4.4 INSURANCE REQUIREMENTS

The Contractor shall, through the life of this Contract, carry and maintain at Contractor's expense, the following insurance:

- A. Statutory Worker's Compensation Insurance covering Contractor's employees as required by law. Contractor is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement. Contractor shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal industrial insurance laws. The Contractor shall obtain evidence of equivalent coverage from all subcontractors;
- B. Commercial General Liability Insurance to include Contractual and Products/Completed operations Liability. Such insurance shall provide Bodily Injury and Property Damage Liability coverage on an occurrence basis with a Combine Single Limit of not less than \$1,000,000 any occurrence;
- C. Commercial Automobile Liability Insurance providing Bodily Injury and Property Damage Liability coverage with a Combined Single Limit of not less than \$1,000,000 any one occurrence;
- D. Maintenance of this insurance coverage during the performance of the work is essential to the Port.

4.5 INSURANCE - GENERAL CONDITIONS

Prior to performance under this Contract, the Contractor shall furnish to the Port either original policies or certificates of insurance from an insurer(s) licensed or authorized to do business in the State of Washington evidencing compliance with the Liability Coverage Requirements provision above. Such policies or certificates shall contain the following provisions:

- A. Such insurance shall not be canceled or materially altered without the insurer first giving thirty (30) days written notice to the Port of Whitman County, 302 N. Mill Street, Colfax, Washington, 99111.
- B. Such insurance shall be primary to any owned by the Port of Whitman County.
- C. In respect to those insurances described in the subparts b and c of the Liability Coverage Requirements provision above, the Port shall be named as an additional insured in respect to operations arising out of this Contract. A copy of the Additional Insured Endorsement is required to be submitted to the Port of Whitman County along with the Certificate of Insurance.

- D. Insurance for subcontractors: If the contractor subcontracts any portion of this Contract, the Contractor shall include all subcontractors as insured's under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

ARTICLE 5: EXECUTION OF BID

5.1 FORM OF BID

- A. Bids shall be submitted on the forms provided by the Port.
- B. All blanks on the Bid Form shall be filled in by typewriter or printed by hand in ink.
- C. For lump sum Bids the total Contract lump sum price shall be submitted.
- D. Where so indicated by the makeup of the Bid Form, sums shall be expressed in figures only.
- E. For unit price Bids a price shall be submitted for each item of the Work, an extension thereof, and the total amount bid. Such prices shall be stated in clearly legible figures only and shall be in ink or typed.
- F. Alterations, erasures, or interlineations, if any, shall be in ink and initialed by the signer of the Bid.
- G. The Bidder shall make no additional conditions or stipulations on the Bid or qualify his Bid in any manner.
- H. The Bid Form shall include the legal name and registration number of the Bidder and a statement indicating whether the Bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The Bid Form shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

5.2 IRREGULAR BIDS

A Bid shall be considered irregular and may be rejected by the Port for any of the following reasons:

- A. If the Bid Form furnished or authorized is not used or is altered;
- B. If the Bid Form is incomplete or if any required supplemental documents contain any additions, deletions, unauthorized alternate bids, conditions, or otherwise fail to conform to the Port of Whitman County requirements;
- C. If the Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;

- D. If the Bid fails to include a unit price for every bid item;
- E. If the Port deems any of the Bid prices to be excessively unbalanced either above or below the amount of a reasonable bid for the item of work to be performed to the potential detriment of the Port.
- F. If Bid is not based on United States of America dollars.

5.3 MANDATORY RESPONSIBLE BIDDER CRITERIA

It is the intent of the Port to award a contract to the “lowest responsible Bidder.” Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The Bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 - 1. Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington, as required in Title 51 RCW;
 - 2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - 3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- E. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW or are otherwise exempt from this requirement pursuant to RCW 39.04.350(f).
- F. Within the three-year period immediately preceding the date of this bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.
- G. A Bidder may be deemed not responsible and its Bid rejected if:

1. More than one Bid is submitted on the same project from a Bidder under the same or different names.
 2. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion may be disqualified from submitting Bids on further work.
- H. If requested, the apparent low Bidder must provide within two (2) business days of receiving the Port's request, the following:
1. Information demonstrating that the Bidder is responsible, consistent with the criteria set forth above. The Port may specifically request information addressing any of the items listed in the RCW or above. The Port reserves the right to request such documentation from other Bidders also.
 - I. If the Port determines that the apparent low Bidder is not responsible, the Port will notify the Bidder of its preliminary determination in writing. Within two (2) days of receipt of the preliminary determination, the Bidder may either withdraw its bid or protest the Port's determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Port will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

5.4 SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA

As approved by the Port Commission and subject to the Port's right to reject all bids, the construction contract will be awarded to the lowest responsive and responsible bidder applying the following Supplemental Bidder Responsibility Criteria for this Project. In addition to the Mandatory Responsible Bidder Criteria above, the bidders will be evaluated against the criteria set forth herein to determine the "lowest responsive and responsible bidder."

- A. **Process for Application of Supplemental Bidder Criteria.** The bids will be opened and arrayed from lowest responsive bidder to highest responsive bidder. Then lowest responsive bidder will be evaluated against the three (3) selection criteria set forth below. A ranking system will be used with a low of 1 point to a high of 10 points for each criteria with a total of thirty (30) points. The minimum acceptable score is twenty-two (22) (the "Minimum Score"). Any bidder receiving a score of less than four (4) on any individual criteria shall be deemed "not responsible" regardless of the total score. If the lowest responsive bidder achieves the Minimum Score or greater than that and receives at least a four (4) on each criteria, that bidder will be declared the lowest responsive and responsible bidder. If the lowest responsive bidder does not achieve the Minimum Score, that bidder will be determined "not responsible." Thereafter, the next lowest responsive bidder will be likewise evaluated. This process shall be repeated until a responsive bidder achieves the Minimum Score or greater and receives at least a four (4) on each criteria.
- B. **Selection Criteria.** The three (3) selection criteria to be used in evaluating bids are described below. Bidder shall submit all information that Bidder deems appropriate with the bids to allow

evaluation of these criteria. For joint venture bidders, the Bidder shall provide the information for all members of the joint venture, where appropriate. The Port reserves the right, but is not obligated, to seek additional information from a Bidder undergoing the analysis. The Port reserves the right, but is not obligated, to check the accuracy of any information submitted.

1	Relevant experience criteria	1 – 10 points
2	Experience of the project management team	1 - 10 points
3	Previous claims history	1 - 10 points

1. Relevant Experience Criteria. The Bidder shall have successfully completed all awarded public works projects with a contract price over Three Hundred Fifty Thousand \$350,000 within the past three (3) years. In evaluating whether the projects were “successfully completed,” the Owner may check owner references for the previous projects and may evaluate the owner’s assessment of the Bidder performance, including but not limited to the following areas:

- i. Quality control;
- ii. Safety record;
- iii. Timeliness of performance;
- iv. Use of skilled personnel;
- v. Management of subcontractors;
- vi. Availability of and use of appropriate equipment;
- vii. Compliance with the contract documents;
- viii. Management of submittals process, change orders, and close out;
- ix. Ability to provide required deliverables under the Contract Documents in a responsive and timely manner including, but not limited to, required shop drawings, schedules, submittals, and as-builts;
- x. Demonstration of being reasonable in pricing change orders; and
- xi. Demonstration of being responsive in resolving warranty issues in a timely manner.

Documentation: The Bidder shall submit (on the Bidder’s letterhead stationery) a list of all public works projects where Bidder was awarded in the past three (3) years. The information about each project shall include the following:

- i) Owner’s name and contact information for the owner’s representative;
- ii) Awarded contract amount;
- iii) Final contract amount;
- iv) A description of the scope of the project;
- v) List the categories of work that your organization performed with its own forces; and
- vi) List base contract bid amount and total change order amount.

The Bidders shall also include a self-assessment of its performance of each project, including but not limited to the following:

- i. Quality control;
- ii. Safety record;
- iii. Timeliness of performance;

- iv. Use of skilled personnel;
- v. Management of subcontractors;
- vi. Availability of and use of appropriate equipment;
- vii. Compliance with the contract documents;
- viii. Management of submittals process, change orders, and close out;
- ix. Ability to provide required deliverables under the Contract Documents in a responsive and timely manner including, but not limited to, required shop drawings, schedules, submittals, and as-builts;
- x. Demonstration of being reasonable in pricing change orders; and
- xi. Demonstration of being responsive in resolving warranty issues in a timely manner.

2. Experience of the project management team. Identify the name, qualifications, and at least two (2) references for each of the following key members of the Bidder's project management team: i) Superintendent, ii) Project Manager, and iii) QA/QC Representative, as well as the same three (3) people for each subcontractor performing at least twenty percent (20%) of the Project's bid price. For each reference, provide name, organization, title, and description of project and both phone and email contact information. The Port intends to contact references as part of its review of management team experience.

3. Previous claims/lawsuit history. For the past three (3) years, list all projects (whether public works or private) performed by the Bidder that were/are subject to litigation for design, fabrication, performance, or any other reason as either defendant or plaintiff. Bidder shall identify if they have ever been sued by a special purpose district, municipality, county, state, or the federal government involving a public works contract, and for what reason. If so, identify the case title and cause number of each lawsuit, as well as the court in which each was filed. Identify the disposition of the case if resolved. The Bidder will also be evaluated to determine if it has a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three (3) years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Port. The Bidder will also be evaluated to determine if it has a record of lawsuits with judgments entered against the Bidder within three (3) years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Port.

Documentation: The Bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information:

- i) A list of all projects (public works or private) during the previous three (3) years which were or are subject to litigation;
- ii) A list of all cases where Bidder was sued by a special purpose district, municipality, county, state, or the federal government involving a public works contract, and for what reason;
- iii) A list of claims filed against the Bidder's retainage and/or payment bond for any public works project performed during the previous three (3) years;
- iv) A written explanation of the circumstances surrounding each claim and/or lawsuit disclosed above and the ultimate resolution of the claim.

The Port shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet terms of construction related contracts. The Port may also evaluate lawsuits within the time period specified that are not reported by the Bidder if discovered or known to the Port. Failure to report a lawsuit and/or claim may subject the Bidder to be deemed non-responsible and/or non-responsive.

- C. **Process for Evaluating Bidder Responsibility.** The Owner shall have the right to make reference checks in determining if bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, the Owner may, but is not required to, discuss with the bidder the information obtained from the references, and provide the bidder with the opportunity to offer explanations that may help inform whether the Owner declares the bidder not responsible. In conducting reference checks, the Owner may include itself as a reference if the bidder has performed work for the Owner, even if the bidder did not identify the Owner as a reference. If the Owner determines the low bidder is not a responsible bidder, subject to the following requirements of the appeal process (see below), the Owner may award the contract to the next lowest bidder who meets the Supplemental Responsibility Criteria and whose reference checks validate the ability of the bidder to successfully perform the work.
- D. **Failure to Submit Documentation.** If a bidder fails to submit the documentation required by the bidding documents to demonstrate compliance with the Mandatory and Supplemental Bidder Responsibility Criteria within the time period specified in the bidding documents, the Owner may:
1. Find the bidder not responsible, or
 2. Find the bidder responsible based upon any available information that demonstrates that the bidder meets the Mandatory and Supplemental Bidder Responsibility Criteria.
- E. **Changing Criteria During Bidding Period.** During the bidding period, the potential bidder who believes that the Supplemental Bidder Responsibility Criteria should be changed may, not later than ten (10) days prior to bid opening, request the Port to consider modifying the criteria. The Port shall evaluate any such requests and respond to the requesting bidder before the bid submittal deadline. If a decision is made by the Port to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents.
- f. **Appeal of Bidder Criteria.** If the Owner determines the bidder does not meet the supplemental bidder responsibility criteria, and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If a bidder that has been determined to be “not responsible,” the bidder so determined may appeal the determination to the Executive Director of the Port within two (2) business days after receiving notification of the determination by providing (i) the basis for the objection, (ii) any additional information which bidder believes will bear on the appeal and (iii) an email address where the Port’s final determination can be delivered. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Port will not execute a contract with any other bidder until two (2) business days after the

bidder determined to be not responsible has received the final determination which may be transmitted by any means, including electronic mail.

ARTICLE 6: SUBMISSION OF BIDS

6.1 SUBMISSION OF BIDS

- A. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The Bid, the bid guaranty if applicable and all other documents required to be submitted with the Bid shall be sealed in the envelope. The envelope shall be clearly marked with the words "Bid By" followed by the name and address of the Bidder, the Port designated project name, and the date and time for the opening of the Bid.
- B. If the Bid is sent by facsimile or email, the Bid should include a subject line with the notation "BID ATTACHED". The Bidder is responsible for verifying that the Bid is received prior to the designated time and date. The Port will not accept responsibility for transmission errors.
- C. Oral or telephonic bids are invalid and will not receive consideration.
- D. No Bid shall be considered which has not been received by the Port before the time fixed for the opening of Bids in the published call for Bids.
- E. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

ARTICLE 7: WITHDRAWAL OR MODIFICATION OF BIDS

7.1 PRIOR TO BID OPENING

- A. Prior to the time and date designated for the receipt of Bids, a Bidder may withdraw or modify a Bid submitted earlier. Withdrawal, or modification, of the Bid shall be by written notice signed by the Bidder, or by email or facsimile received prior to the time and date designated for the receipt of Bids.

7.2 AFTER BID OPENING

- A. A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date set for the opening. By submitting a Bid the Bidder agrees to the above conditions.

7.3 RESUBMITTAL OF MODIFIED BIDS

- A. A Bid which has been withdrawn or modified prior to the time and date designated for the receipt of Bids may be resubmitted. The resubmitted Bid will be considered valid only if it is received prior to the date and time originally set for the receipt of Bids and contains the Bid

security covering all modifications, and all documents requested in the original submittal, signed and initialed as mentioned heretofore.

ARTICLE 8: OPENING OF BIDS

8.1 PUBLIC OPENING

- A. Bids will be opened and read publicly at the time indicated in the call for Bids unless the Port has changed through Addendum the date of opening Bids to another date, rejected any Bid or Bids, or has canceled the call for Bids. Bidders, their authorized agents, and other interested parties are invited to be present.

8.2 READING OF BIDS

- A. Unless stated otherwise in the Advertisement, all Bids which have been properly identified and received will be publicly opened and read aloud. No evaluation of the Bids will be made at that time except for the announcement of the "Apparent Low Bidder," if pertinent.

8.3 EVALUATION OF BIDS

- A. After evaluation by the Project Manager and his/her recommendation to the Executive Director and/or the Port Commissioners, the Port retains the right to reject any or all Bids.

8.4 CLAIM OF ERROR

- A. A Bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets by the close of the next business day after bid opening and provide any other supporting documentation requested by the Port. In the event the Bidder demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the Bidder to withdraw its Bid.

ARTICLE 9: ACCEPTANCE OF BIDS (AWARD)

9.1 VERIFICATION OF BID PRICES

- A. When Bids are opened and read, they will be checked for mathematical accuracy with respect to the extensions of unit bid prices and the total Bid price. If there is a discrepancy between a unit Bid price and the extended amount of any Bid item, the unit Bid price shall control. The total of extensions, corrected where necessary, will be used as the amount of the Bid for award purposes and will fix the amount of the Contract bonds.

9.2 RIGHTS OF THE PORT

- A. The Port shall have the right to waive any informality or irregularity in any Bid received.
- B. The right is reserved to accept a Bid of the lowest responsible Bidder, an Alternative Bid, if applicable, based upon plans and specifications prepared by the Bidder, to reject any or all Bids,

republish the call for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port Commission, the best interest of the Port is served thereby.

9.3 FAILURE TO EXECUTE CONTRACT

- A. If the Bidder awarded the Contract fails to execute the Contract and furnish satisfactory bonds within ten (10) days from receipt of the Notice of Intent to Award, or declares in writing their intent to not execute the Contract, their Bid deposit, if applicable, shall be forfeited to the Port and the Port Commission may provide Notice of Intent to Award to the second lowest responsible Bidder. If the second lowest responsible Bidder fails to enter into the Contract and furnish bonds within ten (10) days after receipt of the Notice of Intent to Award, forfeiture of their Bid deposit shall also be made and the Contract may be awarded to the third lowest responsible Bidder, and in like manner until the Contract and bonds are executed by a responsible Bidder to whom award is made, or further Bids are rejected or the number of Bids is exhausted.

9.4 AWARD OF CONTRACT

- A. All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the Port.
- B. The successful Bidder will receive a "Notice of Intent to Award" by the Port. The letter will direct the Bidder to submit Certificates of Insurance, list of subcontractors, and the required bonds within ten (10) days after receipt.
- C. The Bidder shall also execute the Contract, furnished by the Port, within ten (10) days after receipt of the "Notice of Intent to Award."

9.5 EXTENSION OF TIME

- A. If the Contract is not executed or not provided within the time required, and there appears to be circumstances which the Port deems to warrant an extension of time, it may extend the time for execution of the Contract or for furnishing bonds for up to ten (10) additional days.

9.6 AGREEMENT RENEWALS

- A. The term of the contract shall be for a period necessary to complete the project. This is a project specific contract and renewals are not applicable.
- B. Prices bid for each year will be firm for the duration of the contract.

9.7 SIGNING OF CONTRACT

- A. Copies of Contract Documents shall be signed by the Port Commission or Authorized Representative and the Contractor. The Contract form used for this Project is included with the bid documents herein.

9.8 CANCELLATION OF AWARD

- A. The Port reserves the right to cancel its Intent to Award of any Contract at any time before the execution of said Contract by all parties without liability to the Port.

ARTICLE 10: PREVAILING WAGES

- A. **PREVAILING WAGES:** Payment of Washington State Prevailing Wages applies to this contract. Contractors and subcontractors shall comply with the requirements of RCW 39.12 regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and to post notice of such intent **prior to commencement of work**, and to file an Affidavit of Wages Paid after completion of the work. The State of Washington prevailing wage rates applicable for public works projects may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.
The applicable effective date for prevailing wages is the due date in which the bid is due.
A copy of the applicable prevailing wage rates are also available for viewing at the Port office, located at 302 N Mill Street, Colfax, WA 99111. Upon request, the Port will mail a hard copy of the applicable prevailing wages for this project.
- B. Contractor shall submit an invoice for retainage at the end of the contract period.
- C. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the Port.
- D. No payment will be made on this contract until the contractor and each and every subcontractor has submitted a Statement of Intent to Pay Prevailing Wages that has been approved by the Department of Labor and Industries. No final payment or release of retainage will be made until the contractor and each and every subcontractor has submitted an Affidavit of Wages Paid following Labor and Industries filing requirements, and that has been approved by the Department of Labor and Industries, and other State agencies as required by law.

End of Section

BID FORMS

NOTE: ANY ALTERATION OR ADDITION TO THE BID FORM MAY INVALIDATE THE BID

BIDDER'S NAME: _____ DATE: _____

WA EMPLOYMENT SECURITY DEPARTMENT ACCOUNT NUMBER: _____

Name of Project: **Fiber Extension Project**

1. Having carefully examined the contract documents titled PORT OF WHITMAN COUNTY INVITATION TO BID **20-003-FIB** as well as the site of the project and conditions affecting the work , the undersigned proposes to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above documents and implied intent thereof, for the following schedule of prices:

LOADED HOURLY LABOR RATES for all Contract Work. For all labor as may be necessary for the particular operation, the contractor may be paid an amount equal to the lump sum bid amount. This payment shall include the sum of the following: prevailing wage rate, wage premiums, overhead, profit, insurance, medical premium, as applicable, and all other costs incurred in supplying such labor, including but not limited to all costs associated with transportation to and from job site and tools and PPE and equipment supplied to the Worker for the execution of the work. The Contractor shall meet the Washington State Prevailing Wage Rates including benefits current for the trade/position of the work.

2. The "Total Bid Price" on the Bid Schedule will be used for basis of award. Note: The unit quantities shown in the bid submittal sheets are estimates and are stated only for bid comparison purposes. The Port does not warrant that the actual quantities of work will correspond with those estimates. The Port reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements. A list of identified projects is provided in the Specifications Section. The Port reserves the right to add or remove projects from this list.

3. Bidder has examined copies of the Bid Documents and of the following Addenda (receipt of which is hereby acknowledged):

IMPORTANT: EACH ADDENDUM MUST BE ACKNOWLEDGED.

Date	Number

4. Bidder will complete the work for the following unit prices for Bid Items as described in Bid Documents.
5. The following documents are attached to and made a condition to this Bid:
 - Attachment A – Unit Pricing Bid Sheet
 - Attachment B – Bid Bond Form

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

By: _____
Name—please print Title

Signature

Business Address

Mailing Address

Telephone Number

Fax Number

Contact Person

Email Address

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of: \$ _____ which amount is not less than 5% percent of the total bid.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Port of Whitman County as Obligee, in the penal sum of _____, Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for Project titled:

Project: 21-001-FIB Fiber Extension Project

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 2021

Principal

Surety

_____, 2021

Received return of deposit in the sum of: \$ _____

Signed

CONTRACT FORM

This contract made and entered into this ____ day of _____, **2021**, by and between the **Port of Whitman County, Whitman County**, Washington, hereinafter called "**Owner**" and _____ hereinafter called "**Contractor**".

WITNESSETH: It is hereby mutually understood and agreed by and between the Owner and the Contractor as follows:

- I. CONTENTS OF CONTRACT:** The contract shall consist of;
- (1) This document, including amendments thereto;
 - (2) The invitation to bid, bid proposal, all related bid documents, including any addenda issued, and general scope of work;
 - (3) The construction design, drawings, related permits and plans;
 - (4) Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2020 Edition (the "WSDOT Specs") (not attached).

In the event of any conflicting terms in the above documents, the following order of precedence shall apply:

- (1) The addenda to the invitation to bid and all related documents;
- (2) The construction design, drawings, related permits and plans;
- (3) The invitation to bid, bid proposal, all related bid documents, and general scope of work;
- (4) This Contract Form; and
- (5) Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2020 Edition (the "WSDOT Specs").

ALSO APPLIES BUT NOT ATTACHED TO CONTRACT:

- (1) All applicable State, Local and Federal Laws and Regulations.
- (2) The Prevailing Wage Rates set by the State Department of Labor & Industries.

- II. WORK TO BE PERFORMED:** Contractor shall commence and complete the construction described as follows:

20-001-FIB Fiber Extension Project

Hereinafter called the project and all extra work in connection therewith. The Contractor shall perform the contract in accordance with terms and conditions set forth in this Contract.

The Contractor's scope of work shall include but is not limited to the scope of work delineated in the small works roster bid document attached.

- III. PRICE:** Contractor shall perform the contract for the specified in the bid attached, in words and numbers:

excluding applicable taxes.

The liability insurance and the applicable prevailing wages are a requirement under this Contract, and at the Contractor's own proper cost and expense it shall furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, required payment and performance bonds, and other accessories, and services necessary to complete the project.

- IV. **COMPLIANCE WITH STATE LAWS:** It is understood and agreed that all statutes of the State of Washington relating to public works projects applicable hereto shall be fully complied with and fulfilled by the Contractor, including the applicable Federal Laws, and upon Contractor's failure to do so the Owner may terminate this Contract as provided for under the laws of the State of Washington and the terms of this Contract.
- V. **PAYMENT:** The Owner agrees to pay the Contractor in current funds, after completion for the performance of the contract as outlined in the accepted Bid Proposal of the Contract Provisions / Contract Documents, and for any extra work or material as applies and as pre-approved by the OWNER in writing. Invoices for progress payments may be submitted after work is completed. Retainage will be withheld from each invoice in the amount of 5%. Retainage will be released upon approval of the required state agencies.
- VI. **COMMENCEMENT OF WORK:** The Contractor hereby agrees to commence work under this contract promptly upon receipt of written "Notice to Proceed" from the Owner or on the date specified in the "Notice to Proceed" and to fully complete the project **NO LATER THAN June 30, 2021**. Weather days are allowed under this contract pursuant to the WSDOT Specs. No payment shall be made for any construction delays related to DAHP protocols. The Port may elect to extend the project completion date to reflect the time lost.
- VII. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the work or deliver the requested material within the time specified above in this Contract, the Contractor shall pay liquidated damages at the rate specified in Section 1-08.9 of the Washington State Department of Transportation 2020 Standard Specifications for Road, Bridge and Municipal Construction.
- VIII. **GENERAL REQUIREMENTS:** Division 1 of the WSDOT Specs shall apply to this Contract and is expressly incorporated as if specifically set forth herein. Notwithstanding the foregoing, any reference in the WSDOT Specs to the "Commission" or "Washington State Transportation Commission" shall refer to the Port Commission and any reference to the "Contracting Agency" or the "Department" shall refer to the Port.
- IX. **FINAL ACCEPTANCE OF WORK:** Final acceptance of the Work shall not constitute acceptance of any unauthorized or defective work or material. The Port shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material. If within two years after the date of completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Port to do so (the "Warranty"). The Port shall give such notice promptly after discovery of the condition. The Contractor shall bear all costs to correct such work. If action to correct the listed deficiencies is not initiated within fifteen working days after receipt of the written notice

listing the deficiencies, the Port may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies. Such steps may include the correction of defects using in house forces or by others. In such case, the direct and indirect costs incurred by the Port will be charged to the Contractor. This Warranty is in addition to, and not limitation of, any and all other rights and remedies the Port has under law and equity.

By executing this document below, the parties to this Contract signify that they have read the contents of this Contract understand it and agree to be bound by its terms.

DATED: _____

CONTRACTOR:

President/Owner

ATTEST:

Secretary

OWNER:

**PORT OF WHITMAN COUNTY
COLFAX, WASHINGTON**

Joseph R. Poire, Executive Director

ATTEST:

Secretary