

## PORT OF WHITMAN COUNTY INVITATION TO BID – COLOCATION FACILITY

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### Invitation to Bid

OWNER: Port of Whitman County

PROJECT: Colocation Facility for the Port of Whitman County Broadband Project Diamond and Steptoe

INVITATION TO BID DATE: April 28, 2023

BID DUE DATE: May 22, 2023, 1:00 p.m. PST

PRE-BID MEETING: May 15, 2023 at 11:00 a.m. PST optional onsite meeting at colocation facility in Steptoe located at 47.00707131934807, -117.35573249437606 on McMeekin Rd in Steptoe

Sealed bids are being requested for construction of the Colocation Facility for the Port of Whitman County Broadband Project Diamond and Steptoe.

All work performed on this project will be subject to the higher of the prevailing state or federal wage rates (if applicable due to other federal funds are in the project).

The Port of Whitman County is an Equal Opportunity and Affirmative Action Employer. This project is funded by federal award number SLRFP0002 (ARPA SLFRF) awarded to Washington State Broadband Office by the U.S. Department of the Treasury. Contractors must be licensed, bonded and insured in Washington State. Contractors are encouraged to commit to local hires for this project. Small, Minority- and Women-owned firms are encouraged to submit bids. Bids are required to include a five percent (5%) bid guarantee in form of a cashier's check, money order, or surety bond.

Bids will be received in person or mail by the Port of Whitman County at its office, 302 N Mill Street, Colfax, WA 99111 no later than **1:00 p.m. PST, May 22, 2023**. Bids received after this time will not be accepted. Please review the entire bid package for a full list of reasons why a bid may be rejected.

The public bid opening will be held at the Port's office immediately following the specified closing time.

Copies of bid packets and information may be obtained at the Port of Whitman County website <https://www.portwhitman.com/contractors> or by email at:

Port of Whitman County  
302 N Mill Street  
Colfax, WA 99111  
[brenda@portwhitman.com](mailto:brenda@portwhitman.com)  
509-330-6649.

**PUBLISH DATES: April 28 and May 5, 2023**

Invitation to Bid  
Colocation Facility  
Port of Whitman- Steptoe Diamond FTTH Project

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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 completion of the project
- Supply and install (1) 125 amp 12 circuit panel to feed electrical needs in equipment room
- Supply and install 120/208 VAC breakers as needed
- Supply and install (3) telco racks as specified: GB# 88084138 Chatsworth #46383-503 UnRack / Universal Double-Sided Two Top Angles 23 Inch X 7 Foot Bolted Aluminum Clear Finish
- Supply and install 21 (30 amp) 120 VAC TL receptacles above each telco rack
- Supply and install approximately ladder rack above telco racks
- Supply and install 4" fiber management tray on telco racks
- Supply and install power cable management
- Supply and install (3) 4' LED lights controlled by a motion switch in equipment room
- Supply and install HVAC in equipment room, including power connections and controls
- Supply and install all conduit and wire and wiring devices for room wiring
- Supply and install one "Camlock" generator power inlet on outside of building near door.
- Supply and install all necessary grounding, including but not limited to MGB
- Complete and comply with all permitting as required

A preconstruction meeting will be required.

**This project is funded by federal award number SLRFP0002 (ARPA SLFRF) awarded to Washington State Broadband Office by the U.S. Department of the Treasury. Small, Minority- and Women-owned firms are encouraged to submit bids.**

**The Port of Whitman County is an Equal Opportunity and Affirmative Action employer. All bidders must be licensed in the State of Washington to conduct business.**

**Work must commence as soon as possible after May 22, 2023. The entire project must be completed by June 30, 2023. Weather days are allowed but need to be confirmed by the Owner and Engineer.** 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 5% bid guaranty and full 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 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, 302 N Mill Street, Colfax, WA 99111.

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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 or email.
- 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

OR

brenda@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.

### 3.5 DOMESTIC PROCUREMENTS PREFERENCE:

Where reasonably practicable, Bidder shall purchase, acquire, and use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States and (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 3.6 LOWER TIER COVERED TRANSACTIONS

- i. The lower tier CONTRACTOR certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier CONTRACTOR is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact THE CERB BOARD for assistance in obtaining a copy of these regulations.

## 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

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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, 1 Port Way, Dayton, WA 99328.
- 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 insureds 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

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39.12.065(3); and the selected firm and the owner or president is not excluded from receiving federal funds using the [System for Award Management](#) ([2 CFR § 200.214](#)).

- 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.

### 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

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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

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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.**

- 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.

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**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: **Colocation Facility for the Diamond Steptoe Fiber to the Home Broadband Project**

1. Having carefully examined the contract documents titled PORT OF WHITMAN COUNTY INVITATION TO BID **Colocation Facility for the Diamond Steptoe Fiber to the Home Broadband Project** 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

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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

PORT OF WHITMAN COUNTY INVITATION TO BID – COLOCATION FACILITY

**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:

Colocation Facility for the Dayton Community  
Broadband 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 \_\_\_\_\_, 2023

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_, 2023

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

\_\_\_\_\_  
Signed

PORT OF WHITMAN COUNTY INVITATION TO BID – COLOCATION FACILITY

**CONTRACT FORM**

This contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2023**, 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:**

Colocation Facility for the Diamond Steptoe Fiber to the Home Broadband 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 unit prices 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 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 any 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 April 30, 2023**. 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. **DOMESTIC PROCUREMENTS PREFERENCE:** Where reasonably practicable, Contractor shall purchase, acquire, and use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States and (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**X. LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier CONTRACTOR certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier CONTRACTOR is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact THE CERB BOARD for assistance in obtaining a copy of these regulations.

- XI. 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

**PORT OF WHITMAN COUNTY INVITATION TO BID – COLOCATION FACILITY**

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**OWNER:**

**PORT OF WHITMAN COUNTY  
COLFAX, WASHINGTON**

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Kara Riebold, Executive Director

ATTEST:

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Secretary