

**PORT OF WHITMAN COUNTY NOTICE OF BIDS 21-SPL-FIB**

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PORT OF WHITMAN COUNTY**

**Colfax, Washington**

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**PORT OF WHITMAN COUNTY**  
**NOTICE OF BID**

**Unit Price Fiber Splicing Work**  
**Whitman County and Surrounding Areas**

Notice is hereby given that sealed bids for Unit Price Fiber Splicing Work for the Port of Whitman County ("Port") will be received at 302 N Mill Street, Colfax, WA 99111 until **1 p.m., Monday, December 13, 2021**. The official time shall be taken from the designated clock at the Port office. Any bids received after the specified time and date will not be considered. Bids will then and there be publicly opened and read aloud via online meeting. All interested parties are invited to attend.

**Microsoft Teams Meeting**

Join on your computer or mobile app [Click here to join the meeting](#)

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZWY5OWNIZGQtODFjMC00MzlyLWEyNTMtODcwMzc0OTgyNjVj%40thread.v2/0?context=%7b%22Tid%22%3a%2262fe3487-5725-4ea1-aa69-fb6458ce8f02%22%2c%22Oid%22%3a%220a5ac552-d789-49b4-a5d9-9e17c154c609%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWY5OWNIZGQtODFjMC00MzlyLWEyNTMtODcwMzc0OTgyNjVj%40thread.v2/0?context=%7b%22Tid%22%3a%2262fe3487-5725-4ea1-aa69-fb6458ce8f02%22%2c%22Oid%22%3a%220a5ac552-d789-49b4-a5d9-9e17c154c609%22%7d)

**Or call in (audio only)**

+1 321-300-3685 - Phone Conference ID: 212 922 326#

The scope of work generally consists of furnishing all labor, materials, and equipment necessary for performing the following types of work on an hourly or unit price basis, without any guarantee as to volume of such work, for the next three (3) year period, with the Port's option for a one (1) year renewal: fiber splicing activities including preventative maintenance and emergency restoration for the Port's fiber system assets. Activities are directed by the Port. The Port's fiber system assets consist of a fiber optic network and the associated aerial and underground infrastructure. Coverage area for the work includes Whitman County, Asotin County, and Spokane County in Eastern Washington and Latah County and Nez Perce County in Northern Idaho.

Contract documents are available on the Port of Whitman County's website at <https://www.portwhitman.com/contractors>.

To ensure all bidders have access to information, responses to questions posed to the Port of Whitman County by 2 p.m. on Monday, December 6, 2021, will be posted to a shared document at: <https://drive.google.com/drive/folders/1sD3pf93nJ-uJfaXYoX-YyZnAbJrNqLSH?usp=sharing>.

Any questions to the Port may be emailed to [brenda@portwhitman.com](mailto:brenda@portwhitman.com). No oral responses will be binding to the Port. Questions will not be accepted after 2 p.m. on Monday, December 6, 2021 (seven (7) days prior to the Bid Due Date of 1 p.m., Monday, December 13, 2021).

Each bid must be accompanied by a cashier's check, money order, or a surety bid bond in an amount not less than five percent (5%) of the total bid based on the estimated quantities included within the Contract Documents, made payable to the Port of Whitman County.

The Port of Whitman County reserves the right to reject any or all bids and to waive any irregularities or informalities.

All bids submitted shall be considered as valid offers for a period of thirty (30) days from the date of the bid opening during which time the Port of Whitman County will make the award or return all bids.

Notice to be published: Tuesday, November 23, 2021

### **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

\_\_\_\_\_ 1. PROPOSAL FORM – The unit prices must be shown in the space provided. Show unit prices in both words and figures when required.

\_\_\_\_\_ 2. BID BOND – This form shall be completed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bid bond shall not be less than five percent (5%) of the total amount of the bid based on the estimated quantities.

\_\_\_\_\_ 3. NON-COLLUSION AFFIDAVIT – To be signed and notarized.

\_\_\_\_\_ 4. ADDENDUM – Failure to acknowledge receipt of an Addenda may render a bid non-responsive.

\_\_\_\_\_ 5. LIST OF SUBCONTRACTORS – If the bid amount, based on the estimated quantities included herein, exceeds one million dollars (\$1,000,000) the bidder is required to submit the names of subcontractors with whom the bidder, if awarded the contract, will subcontract with for the performance of HVAC (heating, ventilation and air conditioning) (if any), plumbing (if any), and electrical work (if any), or to name itself for the work. RCW 39.30.060.

\_\_\_\_\_ 6. SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA – Documentation required as specified in Section 27 of this Notice of Bid.

**The following forms are to be executed and submitted within ten (10) calendar days after notice of award.**

\_\_\_\_\_ 1. CONTRACT – To be executed by the successful bidder.

\_\_\_\_\_ 2. PERFORMANCE / PAYMENT BONDS – The Port's standard Performance/Payment Bond Form, included with this Invitation to Bid, must be executed by the successful bidder and their surety company.

\_\_\_\_\_ 3. CERTIFICATE OF INSURANCE – Form to be furnished by Contractor's insurance company.

\_\_\_\_\_ 4. CONTRACTOR'S DECLARATION – RETAINED PERCENTAGE – Contractor's Declaration of Option for Management of Statutory Retained Percentage.

\_\_\_\_\_ 5. STATEMENT OF INTENT TO PAY PREVAILING WAGES – To be filed immediately after the contract is executed and before work begins.

\_\_\_\_\_ 6. LIST OF SUBCONTRACTORS – To be submitted with above paperwork.

**PORT OF WHITMAN COUNTY  
PROPOSAL FORM**

PORT OF WHITMAN COUNTY  
302 N. MILL ST.  
COLFAX, WA 99111

1. **BIDS** - Having carefully examined the Port's existing fiber optic system maps, bid documents, and Specifications for the Unit Price Fiber Splicing Work for the Port of Whitman County, such work to be performed in a coverage area including Whitman County, Asotin County, and Spokane County in Eastern Washington and Latah County and Nez Perce County in Northern Idaho, the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents, without any guarantee as to the actual quantity of work to be performed, for the following unit prices:

Item	Description	Estimated Annual Quantity	Unit	Unit Price	Total Bid Price (Quantity x Unit Price)
1	Fusion splice fiber = or <48 strands per location	500	Per Splice	\$	\$
2	Fusion splice fiber >48 strands per location	250	Per Splice	\$	\$
3	Install new splice case	15	Per Case	\$	\$
4	Enter existing splice case	30	Per Case	\$	\$
5	Mob fee (between the hours of 6pm and 6am ONLY)	10	Flat Rate	\$	\$
6	Troubleshooting (3 hr. min.)	20	Per 3 hours	\$	\$
7	Mid-Entry Cable	15	Flat Rate	\$	\$
8	Install Term Panel	15	Per Panel	\$	\$
9	Pull Cable	1,500	Per Foot	\$	\$
10	Testing and Documentation (One-Way)	10	Per Fiber	\$	\$
11	Grounding and bonding	10	Per Location	\$	\$
12	Hourly Rate for Non-Specified Work	10	Per Hour	\$	\$
Subtotal:					\$
<b>Total Bid Price for 3-Year Contract (Bid Subtotal line above x 3 years)</b>					\$
<b>TOTAL BID AMOUNT:</b>					\$

**Unit prices should not include sales tax, as sales tax amounts will vary depending on the location of the work to be performed.**

2. **BID BOND** - Accompanying this proposal is a Bid Bond in accordance with the Standard Specifications and in the amount of five percent (5%) of the total bid amount, based on the estimated quantities set forth above.

3. WITHDRAWAL - The above proposal shall not be withdrawn within thirty (30) days after the actual date of the opening hereof.

4. CONTRACT - If the undersigned is notified of acceptance of this Proposal within thirty (30) days from the time set for opening of bids, the undersigned agrees to execute a contract for the above stated sum and shall give a one hundred percent (100%) Performance and Payment Bond as required by law and that the undersigned will begin work within ten (10) days after Notice to Proceed.

5. SIGNING AUTHORITY - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor named herein below.

6. CONTRACTOR VERIFICATION - The bidder is instructed to provide the following registration and identification numbers with this bid submittal.

**DEPT. OF LABOR AND INDUSTRIES CONTRACTOR REGISTRATION LICENSE NO.**  
(insert number here) \_\_\_\_\_

**WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.**  
(insert number here) \_\_\_\_\_

7. **Off-Site Prefabricated Non-Standard Project Specific Items. Contractor represents it has not violated the reporting requirements of RCW 39.04.370 more than one (1) time as determined by the Department of Labor and Industries.**

8. ADDENDA - Receipt of Addenda(s) numbered \_\_\_\_\_ is hereby acknowledged.

**CONTRACTOR -** \_\_\_\_\_

**SIGNED -** \_\_\_\_\_

\_\_\_\_\_  
**Print name and title**

**ADDRESS -** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE-** \_\_\_\_\_

**DATE-** \_\_\_\_\_

**NOTE: PLEASE INCLUDE NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.**

**FORM OF BID BOND**

Herewith find deposit in the form of a \_\_\_\_\_ (state whether certified check, cashier's check or bid bond), in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which amount is not less than five percent (5%) of the total bid.

\_\_\_\_\_  
Signature

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, and \_\_\_\_\_, as Surety are held and firmly bound unto the Port of Whitman County, as Obligee, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for payment of which the Principal and 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 Unit Price Fiber Splicing Work according to the terms of the proposal or bid made by the Principal therefor 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 or 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 \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Principal

**NON-COLLUSION AFFIDAVIT STATEMENT**

STATE OF WASHINGTON

ss

NON-COLLUSION AFFIDAVIT

COUNTY OF WHITMAN

I, \_\_\_\_\_, under penalty of perjury of the laws of the State of Washington, do state and affirm that the bid submitted for \_\_\_\_\_ is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not herein named; and further states that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid or any other person or corporation to refrain from bidding; and that said bidder has not, in any manner, sought by collusion to secure to him/her self an advantage over any other bidder or bidders.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
residing at:

My commission expires: \_\_\_\_\_



**PORT OF WHITMAN COUNTY**  
**GENERAL CONDITIONS**

**1. BIDS**

All bids received by Port of Whitman County ("Port") shall be considered valid for a period of thirty (30) calendar days from the date of the opening of bids. Contractors or vendors that withdraw their bid during this 30-calendar-day period will forfeit their bid bond. The Port of Whitman County reserves the right to reject any or all bids and to waive any informalities or irregularities.

**2. WORK ORDERS**

The Port may issue work orders (each a "Work Order") to Contractor at any point during the term of the Contract directing Contractor to perform the Work contemplated herein.

**3. RESPONSE TIMES**

The Port may contact Contractor for repairs via telephone. The Contractor must be able to respond to any such call within two (2) hours and to be on-site to conduct the splicing or repairs within four (4) hours of such call.

**4. NOTICE OF UNAVAILABILITY**

The Contractor shall give the Port at least forty-eight (48) hours prior written notice if Contractor will be unavailable to respond to any service calls for any period during the term this Contract. During any period of unavailability, the Contractor shall have a subcontractor available to perform the Work on Contractor's behalf.

**5. PREVAILING WAGES**

The rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of CHAPTER 39.12 R.C.W., as amended, and the rules and regulations of the Department of Labor and Industries. The prevailing wages paid for each Work Order issued hereunder shall be the prevailing wage rates in effect at the beginning date of each contract year, and all prevailing wage rates shall be updated annually. Annual increases in prevailing wage ranges shall not entitle Contractor to increase the unit prices included on the Proposal Form. Intents and affidavits for prevailing wages paid shall be submitted annually for all work completed within the previous twelve-month period of the contract. See RCW 53.08.120(3)(e).

**IN AS MUCH AS THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR PAYING THE PREVAILING WAGE, IT IS IMPERATIVE THAT ALL CONTRACTORS FAMILIARIZE THEMSELVES WITH THE CURRENT WAGE RATES BEFORE SUBMITTING THESE SPECIFICATIONS.**

The successful contractor must submit an "Intent to Pay Prevailing Wages" form. A copy of the current Washington State Prevailing Wage Rates for Whitman County is included. Certified Payrolls, including "No Work Performed" periods, are a requirement and shall be submitted by both the General Contractor and any and all subcontractors regardless of tier.

**6. DEFINITIONS**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**7. BID BOND**

The contractor/vendor shall supply with his/her proposal a bid bond or other surety in the amount of five percent (5%) of the total amount of the bid payable to Port. In the event the selected contractor/vendor fails to execute a contract within ten (10) calendar days of notice of award issued by Port, then said bid bond shall be considered forfeited and become the property of Port. All bid bonds shall be returned within forty-five (45) calendar days of the notice of award.

**8. PERFORMANCE AND PAYMENT BOND**

The successful contractor/vendor must supply Port with an acceptable performance and payment bond or other surety for one hundred percent (100%) of the bid amount for the entire project in compliance with RCW 39.08.010.

**9. RETAINAGE**

The Port shall retain five percent (5%) of the total billings on a Work Order until sixty (60) calendar days after the Completion Date of the Work Order or as otherwise required by Chapter 60.28 RCW. The Completion Date is the day all the Work specified in the Work Order is complete and all obligations of the Contractor under the Contract relating to the Work Order are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

**10. CHANGE ORDERS**

All change orders, which will increase or decrease the total project cost to the Port, or date of project completion, must be authorized in writing by Port as provided for herein prior to the contractor/vendor undertaking the Work. Any increase in price due to a change order which is not authorized in writing by the Port prior to the contractor/vendor undertaking the Work shall not be paid for by the Port. The Port shall not be bound by any statements which have not been incorporated into an approved change order as provided for herein.

**11. ADDENDA TO SPECIFICATIONS**

To the extent that they are legally permissible, changes, additions or clarifications to the Contract Documents, specifications, or design drawings made after advertising and before the bid submittal and bid opening should be issued to all document holders as numbered and dated addenda. All such deletions, additions, clarifications or corrections should be in written or graphic form. All bidders shall be directed to acknowledge receipt of any addenda on the bid form to ensure that all bidders have submitted their bids on the same information. Sufficient time should be provided between issuance of addenda and submittal of bids to permit the bidders to incorporate the addenda data into their proposal.

Any prospective bidder desiring an explanation or interpretation of the bid documents must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective bidders prior to submission of their bids. The bidder agrees that the Port shall not be liable for any claim based on ambiguity of which the bidder knew and did not inform the Port of or of which the bidder should have reasonably known.

**12. NON-COLLUSION STATEMENT**

The bidder must submit a Non-collusion Affidavit Statement certifying that the Bid submitted herewith is genuine and not a collusive or sham bid and is not made in the interest of or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the submittal of this bid.

**13. TAXES**

All bid proposals shall include an allocation for the appropriate sales and use taxes.

**14. PAYMENT**

All monthly progress payments shall be submitted by the last day of each month and progress payments will be paid within thirty (30) days of receipt, subject to Port Commission approval. Prior to application for final payment on any Work Order, the contractor shall provide proof of payment of all subcontractors. The Port reserves the right to require proof of payment of all subcontractors in a form acceptable to the Port. The Port may, in its sole discretion, withhold final payment until such proof of payment has been received.

**15. CONTRACT EXTENSION**

The Port may, at its sole discretion, extend the time to complete the project if requested by the contractor/vendor and the contractors'/vendors' bondsmen. Both the request and the authority to extend must be in writing and approved by the appropriate representative of each party.

**16. STATUTES, LAWS, CODES, AND REGULATIONS**

All statutes, codes, municipal ordinances, and regulations shall be complied with in the pursuit of all portions of the work.

**17. EXAMINATION OF SITE AND CONDITIONS**

Bids shall reflect the bidder's costs for completing the Work including labor, materials and equipment. Before submitting his or her bid, the bidder shall examine the site of the Work and all Port provided design drawings, splicing matrixes, and maps of the Port's fiber infrastructure to ascertain all physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into contracts or excuse the bidder from performing the Work in strict accordance with the terms of the contract. The Contractor may be required to open heavy case lids and cast-iron manhole covers to perform its Work.

In submitting the bid, the bidder warrants that it understands: (1) the requirements for the performance of completed Work; (2) the nature and location of the Work; (3) the general and local conditions which can affect the Work and/or its costs (including surface and subsurface materials or obstacles); (4) the time necessary to complete the Work; (5) the bid documents and contract; and (6) all applicable Federal, State and local laws, ordinances and regulations. The bidder agrees that the Port shall not be liable for any change order, claim for additional payment of additional time, or any other claim whatsoever that arises from bidder's failure to fully investigate and familiarize itself with the project conditions.

No oral statements made by any officer, agent, or employee of the Port in relation to the physical conditions pertaining to the site of the Work will be binding on the Port.

**18. ASSIGNMENT OF CONTRACT AND SUBLETTING**

The contractor shall not assign this contract nor any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Port. The contractor shall not sublet any part of this contract without first having obtained the written consent of the Port to do so. In case such consent is given, it shall, in no way, release the contractor from any responsibility, but the contractor shall be held in all respects accountable for the same as if no consent had been given. The contractor shall be required to give personal attention to the Work which is sublet.

## **19. CLAIMS FOR DAMAGES**

The contractor or subcontractor shall not be entitled to any claim for damages as the result of hindrance or delays in the completion of the Work due to the acts of the Port or the acts of another contractor in performance of a contract with the Port.

The contractor or subcontractor shall not be charged with liquidated or delay damages due to any delays in the completion of the Work from any unforeseeable causes beyond the contractor's control and without fault or negligence of the contractor including, but not limited to, unusually severe weather, fire or other casualty, strikes and other exceptional causes as provided herein or delays of subcontractors due to such causes; provided the contractor shall first give notice in writing of the cause of any such act, hindrance or delay within two (2) days after its occurrence.

## **20. PERMITS**

The contractor shall procure all necessary permits (unless otherwise instructed by the Port), pay for the same, and obtain all official licenses for the construction of the Work and for temporary obstructions, enclosures and opening of streets for pipes, walls, etc., arising from the construction and completion of the Work as mentioned in the specifications. The contractor shall be responsible for all violations of the law for any cause in connection with the construction of the Work or obstructing streets, sidewalks, etc., and shall give all requisite notices to public authorities.

## **21. INSPECTION OF WORK**

All materials furnished by the contractor shall be subject to the inspection and approval of the Port's representative at any time during the progress of the Work and until final completion thereof. If requested, the materials shall be delivered by the contractor sufficiently in advance of the Work to enable the Port's representative to make the proper tests and inspection. As soon as materials have been tested and inspected, the contractor shall immediately remove all rejected materials from the Work to such place as distant therefrom as the Port's representative may require, but the negligence or failure on the part of the Port's representative to condemn or reject inferior materials or Work shall not be construed to imply an acceptance of the material or Work. The contractor shall furnish, at his or her own expense, such labor as may be required to enable the Port's representative to make a thorough inspection and culling of the materials.

The Port has the right to refuse payment for any unauthorized or defective Work. At the direction of the Port's representative, the contractor shall immediately remedy, remove, replace or dispose of unauthorized or defective Work or materials and bear all costs of doing so.

## **22. DEFECTIVE WORK**

The contractor, upon being notified by the Port representative, shall remove or reconstruct, or make good without cost to the Port, any Work which the Port representative may deem to have been defectively executed.

## **23. CLEANUP**

The contractor shall, at its own expense, clean up and remove all refuse and unused materials immediately upon completion of the Work as directed by the Port's representative. Upon failure to do so within twenty-four (24) hours after having been notified by the Port's representative, the Work may be performed by the Port and the costs thereof charged to the contractor and deducted from the final estimate.

## **24. BID DOCUMENTS**

All bidders interested in submitting a bid on this project shall have obtained plans and specifications from Port of Whitman County and be listed on the Port's Register of Bid Documents for this project.

## **25. MANDATORY BIDDER RESPONSIBILITY CRITERIA**

It is the intent of the Port to award a contract to the "responsible" bidder submitting the lowest "responsive" bid for the project. Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. In addition, the bidder may be required by the Port to submit documentation demonstrating compliance with these requirements. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state Unified Business Identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington state as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a 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) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one (1) year period immediately preceding the date of the bid solicitation;
- (f) Within the three (3) year period immediately preceding the date of the 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 woefully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;
- (g) Not have violated RCW 39.04.370 more than one (1) time as determined by the Department of Labor and Industries; AND
- (h) 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).
- (i)

The Port may request further documentation to determine bidder qualifications to perform the work identified herein. 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.

## **26. CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY CRITERIA**

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution,

meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

**27. SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA**

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 one (1) point to a high of ten (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 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 or scores less than four (4) on any single criteria, 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.
  - I Relevant experience criteria / references 1 - 10 points
  - II Process controls/best practices employed 1 - 10 points
  - III Knowledge of materials and equipment used 1 - 10 points

I. **Relevant Experience Criteria.** The Bidder shall have successfully completed at least three (3) projects, one (1) of which shall have been a public works project, involving fiber splicing with a contract price over twenty thousand dollars (\$20,000) within the past year. In evaluating whether the projects were “successfully completed,” the Port may check references with the owners of 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;
- 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 at least three (3) projects, one (1) of which shall have been a public works project, involving fiber splicing and repair with a contract price over twenty thousand dollars (\$20,000) within the past year. 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.

**II. Process Controls/Best Practices.** The Bidder shall submit (on the Bidder's letterhead stationery) a detailed discussion of the process controls and best practices it employs on fiber splicing projects of the type described in the Contract Documents.

**III. Knowledge of Materials and Equipment Used.** The Bidder shall submit (on the Bidder's letterhead stationery) a detailed discussion of the materials and equipment it will use to accomplish the Work described herein, as well as a discussion of its experience utilizing both those materials and equipment.

**C. Process for Evaluating Bidder Responsibility.** The Port 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 Port 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 Port declares the bidder not responsible. In conducting reference checks, the Port may include itself as a reference if the bidder has previously performed work for the Port, even if the bidder did not identify the Port as a reference. If the Port determines the low bidder is not a responsible bidder, subject to the following requirements of the appeal process (see below), the Port 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 specified in the bidding documents, the Port 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 Port determines the bidder does not meet the supplemental bidder responsibility criteria, and is therefore not a responsible bidder, the Port 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.

## **28. DEBARMENT / SUSPENSION COMPLIANCE**

The bidder/offeror certifies, by submission of this bid proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal or acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the bidder/offeror or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Proposal. The Port reserves the right to require Contractor to replace a sub-contractor or lower tier participant who cannot meet the foregoing certification requirements.

## **29. PORT PROVIDED DOCUMENTS**

The Port shall provide the awarded bidder with the following:

21-SPL-FIB      Notice of Bid  
Unit Price Fiber Splicing Work



- Sample work order, including design drawings and cutsheets;
- Basic map of the Port's fiber infrastructure;
- The Port's Network Operations Center (NOC) will facilitate all afterhours communications to the Contractor/bidder required for restoration of the fiber optic cable based upon transport traffic; and
- The Port will provide a list of on call staff phone numbers and contact information as needed.

### **30. INSURANCE LIMITS**

For the duration of the project, the bidder shall maintain liability insurance with the following limits:

- i. Workman's Compensation in the statutory required amounts.
- ii. Employer's liability for each accident in the minimum amount of \$1,000,000.
- iii. General liability for each occurrence, including bodily injury and property damage in the minimum amount of \$1,000,000 and general aggregate of not less than \$2,000,000.
- iv. Excess or umbrella liability in amount of not less than \$3,000,000.
- v. Automobile liability (combined single limit, bodily injury and property damage), for each accident in the minimum amount of \$1,000,000, and excess or umbrella liability of not less than \$3,000,000.

**EXHIBIT A**  
**Contract**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the PORT OF WHITMAN COUNTY, 302 N Mill St., Colfax, Washington, 99111, a Washington municipal corporation, hereinafter referred to as Port, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

W I T N E S S E T H:

1. The Work: Contractor shall furnish all materials and perform all work and labor (the "Work") for the Unit Price Fiber Splicing and Repair Work (the "Project") in accordance with the Contract as defined in Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction, most recent edition (the "WSDOT Specifications") which includes, but is in no way limited to, all General Conditions included with the bid package for this project. The WSDOT Specifications are fully incorporated herein by reference, with any reference to Owner, Contracting Agency, State or similar terms being revised to read "Port". To the extent there is a conflict between the WSDOT Specifications and the terms of this Contract or the General Conditions included with the Project's bid package (the "General Conditions"), which are fully incorporated herein by reference, this Contract and the General Conditions shall control.

2. Contract Term: This Contract shall commence upon the date set forth above (the "Commencement Date") and shall terminate on the third (3rd) anniversary of the Commencement Date (the "Termination Date"). Notwithstanding the foregoing, the Port shall be entitled to renew the Contract on the same terms and conditions set forth herein for one (1) additional year by providing advance written notice of such extension to Contractor no later than thirty (30) days prior to the Termination Date. Any Task Order(s) issued by the Port prior to the Termination Date shall be governed by the terms of this Contract until completed even if the Task Order work extends beyond the Termination Date.

3. Payment: On or before the first (1st) day of each month, Contractor shall submit a detailed monthly pay request, in a form reasonably acceptable to the Port, for all services provided pursuant to a Work Order during the immediately preceding month. The requested payment shall be based on the units of Work completed by the Contractor in the preceding month, as reasonably determined by the Port, multiplied by the unit price set forth on Contractor's Bid Proposal. The Port shall remit payment for all undisputed amounts within thirty (30) days after approval of the pay request, pursuant to the terms below:

a. In the case of a dispute as to the amount owed, the Port will pay only the undisputed amount until the dispute is resolved. The Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute and must continue to perform the Work pursuant to this Contract pending resolution of the dispute; and

b. In cases of single payment, the Port shall make payment only after all appropriate releases are submitted and the retention period has expired.

4. Liens: Contractor agrees to keep the property where any of the work is performed free from liens of any kind whatsoever and to defend and hold Port harmless from any claims of third parties for damages suffered by third parties as a result of Contractor's activities in connection with the performance of this

Contract.

5. Prevailing Wage Law: Before any payment is made of any sum or sums due, Contractor and any or all subcontractors must file and receive an approved Intent form from the Industrial Statistician, certifying the rate of hourly wage paid each classification of laborer or workman employed by it on such Work and further certifying that no laborer or workman employed by it for this Work has been paid less than the prevailing wage rate in Whitman County, which certificate and statement to be so filed will be verified by the oath of the Contractor or subcontractor, as the case may be, that they have read such statement and certificate subscribed by them, know the contents thereof, and that the same is true as they verily believe.

In case a dispute arises as to the prevailing wage rates for work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration, and its decision shall be final and conclusive and binding upon all parties involved in the dispute.

Contractor acknowledges its familiarity with Chapter 39.12 RCW and RCW 53.08.120(3), as now adopted or hereinafter amended, as the same pertains to payment of prevailing wages and agrees to comply therewith. The Contractor shall be responsible for compliance with the requirements of Prevailing Wage Law by all firms (including subcontractors, lower tier subcontractors, suppliers, manufacturers and fabricators) engaged in any part of the Work necessary to complete this Contract.

6. Payment and Performance Bonds: Contractor agrees to furnish Port all bonds required in the General Conditions heretofore mentioned within ten (10) calendar days of Notice of Award. To the extent that this provision conflicts with WSDOT Section 1-03.3, this section controls.

7. Equal Employment Opportunity Responsibilities: The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. Contractor shall assure, by signing this Contract, to fully comply with all equal employment opportunity as required by Executive Order 11246 and 11375, including all regulations promulgated thereto.

8. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the Port and its officers, agents, and employees from and against claims, damages, losses and expenses including, but not limited to, attorneys' fees and costs, consulting fees, expert fees, and expenses, arising out of or resulting from performance of the Work. Contractor's indemnity and defense obligations do not extend to liability resulting from the sole negligence of the Port or its agents. Contractor's duty to indemnify and defend the Port for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of: (a) the Port and its agents; and (b) Contractor or its agents, employees, and subcontractors and suppliers of any tier, shall apply only to the extent of the negligence of Contractor, its agents, employees, and subcontractors and suppliers of any tier.

**8.1 FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONTRACTOR BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, THE UNITED STATES LONGSHORE AND HARBOR WORKERS COMPENSATION ACT, 33 USC §901-950, OR ANY OTHER**

**SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED, IN ANY WAY, BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Port of Whitman County

9. Integrated Contract: This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. The representations and warranties contained herein shall survive the termination of this Contract. No other promises, representations or warranties shall be valid and binding unless they are reduced to writing and signed by the parties hereto. No amendment to this Contract shall be valid unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT in duplicate the day and year first above written.

CONTRACTOR:

PORT OF WHITMAN COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Print Name and Title

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**EXHIBIT C  
Statement of Subcontractors**

If the bid amount exceeds one million dollars (\$1,000,000) the bidder is required to submit the names of subcontractors with whom the bidder, if awarded the contract, will subcontract with for the performance of HVAC (heating, ventilation and air conditioning), plumbing, and electrical, or to name itself for the work, see RCW 39.30.060.

The Port reserves the right to reject any subcontractor that the Port deems unfit for the scope of the work proposed.

HVAC	Name and Address of Subcontractor
Plumbing	Name and Address of Subcontractor
Electrical	Name and Address of Subcontractor

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

In addition to the above requirements of RCW 39.30.060 to list subcontractors, further reporting of proposed subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

**EXHIBIT D**  
**Form of Payment/Performance Bond**

KNOW ALL MEN BY THESE PRESENTS:

**Whereas** the PORT OF WHITMAN COUNTY has awarded to \_\_\_\_\_  
(Contractor) hereinafter designated as the "Principal", a Contract  
for \_\_\_\_\_ [Project Name/Description] all as hereto attached and made a  
part hereof; and

**Whereas** said Principal is required under the terms of said Contract to furnish a bond for the  
faithful payment and performance of said Contract:

**NOW, THEREFORE**, we the Principal and \_\_\_\_\_ a  
corporation, organized and existing under and by virtue of the laws of the State  
of \_\_\_\_\_, duly authorized to do business in the State of Washington, as Surety, are  
held and firmly bound unto PORT OF WHITMAN COUNTY a municipal corporation of the State of  
Washington in the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Principal  
and Surety agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the  
State of Washington.

THE CONDITION OF THIS OBLIGATION IS SUCH that it shall remain in full force and effect until the above  
bonded Principal, his or its heirs, executors, administrators, successors, or assigns:

- (i) shall in all things stand to and abide by and well and truly keep and perform the covenants,  
conditions and agreements in the said Contract;
- (ii) shall faithfully perform all the provisions of such Contract and shall also well and truly perform  
and fulfill all the undertakings, covenants, terms, and conditions and agreements of any and all  
duly authorized modifications of said Contract that may hereafter be made, at the time and in the  
manner therein specified;
- (iii) shall pay all laborers, mechanics, subcontractors, and materialmen and all parties who shall  
supply such person or persons, or subcontractors, with provisions and supplies for the carrying  
on of such Work, on his or their part,
- (iv) shall defend, indemnify and hold harmless the PORT OF WHITMAN COUNTY, its officers and  
agents as required by said Contract; and
- (v) shall further defend, indemnify and hold harmless the PORT OF WHITMAN COUNTY from any  
defect or defects in any of the workmanship or materials furnished by the Principal entering into  
any part of the Work or designated equipment covered by said Contract, which shall develop or  
be discovered within one (1) year after the final acceptance of such Work at which time this  
obligation shall become null and void;

Notwithstanding anything further herein, the liability hereunder for defects in materials and  
workmanship for a period of one (1) year after the acceptance of the Work shall not exceed the sum of  
\_\_\_\_\_ (100% of the Contract sum) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way affect its obligation on this bond. Surety hereby waives notice of any change, extension of time, alterations or additions to the terms of the Contract or the Work or to the specifications, provided that said changes, extensions, alterations and additions shall not increase the Surety's obligations under this bond by more than ten percent (10%) of the Contract price without written consent of the Surety.

**PROVIDED, FURTHER,** that no final settlement between the Port and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF,** the said Principal and the said Surety have caused this bond and one (1) counterpart thereof to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

TWO WITNESSES:

\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest: (If Corporation)  
Corporate Seal

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Its \_\_\_\_\_

Name of Surety's agent and its local office address is:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT E**  
**Grounding Bonding SAMPLE Image**

