

SMALL WORKS ROSTER PROGRAM INFORMATION AND INSTRUCTIONS TO BIDDERS

As authorized by Spokane County Procurement Policy No. PPO400-15, the information and instructions to bidders outlined herein apply to small public works procured by all Spokane County Departments using the Small Works Roster (SWR) Process.

GENERAL CONDITIONS

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

The bid shall be typed or filled out in ink. Numerical bid prices can be typed or printed in clean legible figures. Words shall govern in the event of discrepancies between words and figures and unit price shall govern in the event of discrepancies between unit price and extensions

The bid shall be signed by the bidder or a representative of the bidder that has the legal authority to commit the bidder to a contractual agreement. Bids submitted by corporations shall be signed by the officer or officers having authority to sign them. If a bidder is a co-partnership, the proposal shall be signed by an authorized member of the co-partnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture. If the County should so require, evidence of legal authority to sign shall accompany the bid or be on file with the County.

Sign at the end of pages where indicated. The signature certifies that the information on that page is true and correct. Failure to do so can be cause for disqualification of the bid.

- 1.02 SUBMISSION:** Submit only the Bid Response Document pages. Do not include any other parts or copies of the bid manual. Complete information shall be submitted detailing special equipment, appurtenances, accessories, components, and labor required for completion of this contract.

Any units not conforming to bidders exact specifications may be rejected and it will be the responsibility of the manufacturer and/or bidder to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

- 1.03 ELECTRONIC BID SUBMISSIONS:** When electronic bid submittals are allowed, the bids will be sent to the email address or facsimile number identified on the cover page of the Invitation to Bid /Request for Quotation.

- 1.04 SEALED BIDS - PREPARATION:** When sealed bids are required, each bid shall be sealed in an opaque envelope, which has been clearly marked in the upper left corner with the words "Bid Proposal By" followed by the name and address of the bidder. In the lower left corner of the envelope the bidder shall write out the bid number "[Project number] bid opening date "[month, day, year] as amended" and name of the bid "[Project Title]

- 1.05 UNIT PRICING AND ROUNDING:** All bid prices will be as per plans and specifications and shall include but not be limited to factory standard equipment and those optional and/or alternate items as specified. When prices are to be shown in both words and figures then the words shall govern in the event of a discrepancy between the words and figures. Prices shall be inserted where noted, and the total(s) where noted.

After opening of the bids, the County will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the County. For tabulation, award and contracting purposes unit price extensions and arithmetic calculations will be carried to the nearest penny.

- 1.06 TAXES:** Spokane County is required to pay Washington State Sales Tax on all purchases and contracts. Sales tax should be added as a separate item only, not to be included in the price. All bidders whether inside or outside the state of Washington shall show the tax rate applicable to this bid. All taxes payable by the County as a result of this contract are considered part of the bid evaluation. Washington State tax is payable by the County direct to the state of Washington on awards made to out-of-state contractors who do

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not have a Washington State Sales Tax number. If you have any questions concerning the appropriate rate, call the Washington State Department of Revenue.

It shall be the contractor's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable

- 1.07 COMPLETENESS OF BID:** Each Bidder shall bid on all items in the bid. Alternative, additive, or deductive prices will not be considered unless specifically required in the Bid form.

Additional technical data furnished by a Bidder, but not required by the Contract Documents, may at the County's option be considered a part of the Bid to the extent that it is supplementary to, is consistent with and not contrary to the Contract Documents

- 1.08 ORAL PRESENTATIONS:** Bidders may be required to make an oral presentation of their Bid to Spokane County to provide an opportunity for thorough mutual understanding. The issuing office will schedule the time and location of the presentation should one be held

- 1.09 CONTENTS OF PROPOSAL FORMS:** The Bid form invites bids on definite plans and specifications. The plans, specifications and addenda relating to the project referred to in the Bid shall be considered to be part of the bid.

- 1.10 CHANGES TO THE BID:** A change to the Bid already received will be considered only if the changes are received prior to the last call for bids. All changes shall be made in writing, executed and submitted in the same form and manner as the original Bid.

- 1.11 WITHDRAWAL OF PROPOSAL:** Each bid shall constitute an offer to the County as outlined therein and shall be irrevocable after the last call for bids. Any bidder may withdraw its bid by giving written notice to the County at the place such proposals are to be received and at any time prior to the last call for bids. After the last call for bids, bids may not be withdrawn, unless such execution is delayed due to acts of the County, for a period exceeding sixty (60) days after the last call for bids except at the County's option.

- 1.12 POSTPONEMENT OF OPENING:** The County reserves the right to postpone the date and time last announced for receiving proposals and such postponement may be made at any time prior to the last call for bids. The County will give written or telephonic notice of any such postponement to each party to whom Contract Documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for receiving proposals.

- 1.13 DELIVERY OF PROPOSAL:** Oral, telegraphic or telephonic bids or oral modifications MAY OR MAY NOT be considered (this includes telecommunications such as facsimile machine). The Invitation to Bid will identify the specific delivery requirements

It is the sole responsibility of the bidder to ensure that their bid is received on time and at the proper location. The bidder is solely responsible for ensuring that its bid is forwarded or delivered where specified, how specified, and when specified. Spokane County will not assume responsibility for any delay in U.S., County, or any other delivery service resulting in a bid being received late.

- 1.14 OPENING PROPOSALS:** At the time and place last announced for receiving proposals and after the specified bid closing date and time, each bid, which has been received, except those, which have been properly withdrawn, will be opened.

- 1.15 EVALUATION OF PROPOSAL:** In evaluating the proposals, special attention will be paid to the qualifications of the bidders when considering awarding the contract. The County reserves the right to waive minor irregularities or informalities in any or all proposals. The Spokane County Board of County Commissioners reserves the right to reject any or all bids, portion or parts thereof and to waive all minor irregularities in bidding

- 1.16 ACCEPTANCE OF PROPOSAL:** Acceptance and award of contract, when made by the County, will be to the lowest responsible bidder. Unsuccessful bidders will not automatically be notified of results. The acceptance of a Bid will be evidenced by a Notice of Award in writing signed by a duly authorized official of the County and delivered to the bidder whose Bid is accepted, in the manner provided for written notices. No other action or notice shall constitute acceptance of a Bid. The Notice of Award shall not

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entitle the Bidder to any contractual or other remedies against the County. No Bid shall be binding upon the County until a contract has been properly executed by the Contractor and County.

SPECIAL NOTE: A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project

1.17 AWARD: Award will be to the lowest responsible bidder for the Bid Items.

1.18 AWARD OF BID: Bid award does not itself constitute a contract. The bidder will have ten (10) days from the date of the notice of award, exclusive of the day of notice, to provide: 1) a signed copy of the contract; and 2) a Contractor's Bond (Performance and Payment Bond), contract with the duly authorized signatures affixed thereto; and 3) certificate of insurance (Public Liability and Property Damage Insurance) in the specified amounts and with the following additional insured endorsement: "Spokane County, its officers, agents and employees are named as an additional insured. The certificate holder will be Spokane County, C/O Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201. Upon satisfactory fulfillment of these requirements and contract signature by the Spokane County Board of County Commissioners the contract will be considered to be executed and a written Notice to Proceed will be issued.

1.19 ADDITIVE/DEDUCTIVE ALTERNATES: While it is the intent of the County to award all bid items the County shall have the right to accept alternates, if called for in the bid documents, in any order or combination and to determine the bid price of the apparent low Bidder on the basis of the sum of the Base Bid and any or all of the alternates accepted.

The County reserves the right to award Alternate bid items that may not have been awarded initially by the Board of County Commissioners. This may occur when the County's Contract Administrator and/or Project Manager determine that the award of Alternate bid items are necessary for the proper completion of the work, and if sufficient funding has been allocated by the Board of County Commissioners for said purpose

1.20 TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Time for completion is stipulated in the bid response documents. Bidder shall also agree to liquidated damages stipulations if indicated in Attachment

1.21 WAGE RATES AND EMPLOYMENT: Bidders shall acquaint themselves with conditions affecting Federal/State labor rates and impending negotiations for labor agreements.

The successful bidder shall complete and file State of Washington, Department of Labor And Industries, Statement of Intent to Pay Prevailing Wages on Public Contract form and shall familiarize itself with all its requirements. The successful bidder shall also be responsible for and pay all costs pertaining to the processing of these forms as part of this contract

The prevailing wage schedule is located in the Appendix. The bidder is solely responsible for determining the applicable labor classification(s) and utilizing the appropriate and correct prevailing wage and benefit rate(s) in submitting its bid based on these specifications.

1.22 BID PROTESTS FOR PUBLIC WORKS: When the County receives a written protest from a bidder for a public works project which is the subject of competitive bids, the County will not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the County's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening. Intermediate Saturdays, Sundays, and legal holidays are not counted.

A protest submittal will be delivered to the Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201, phone (509) 477-2301, fax (509) 477-6627 with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as on the notice itself. The following minimum information should be included in the written protest notice: 1) The name, address and phone number (including area code) of the bidder; and 2) the bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the County bid number and title

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1.23 ALTERNATIVE PRODUCTS: The specifications are for the purpose of establishing the type of material, equipment, components, accessories and appurtenances desired and not to exclude any equal, similar models or makes of a reputable manufacturer

1.22.1 Performance, product and other appropriate characteristics shall meet or exceed those of the manufacturer/model described in the specifications/drawings. The bidder will submit with its proposal a specification sheet on manufacturer and model of each piece of equipment bid if other than that specified in the specifications/drawings. The bidder shall furnish any additional pertinent information that will assist the buyer in evaluating the equipment configuration.

1.22.2 If bidder's proposed equipment deviates from the specifications of this bid in any way, bidder is advised to submit, with their bid proposal, specifications of bidder's proposed equipment, clearly detailing deviation(s). It remains the bidder's responsibility to provide a unit that meets all bid specifications.

1.22.3 Any unit not conforming to exact specifications may be rejected and it will be the responsibility of the manufacturer and/or bidder to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made by the County on the basis of exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the vendor at the vendor's expense with no cost or penalty to Spokane County whatsoever.

1.22.4 Spokane County reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance. Such determination can and will be a basis for evaluating, recommending and making award. The County will, at its discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. The low bid most closely meeting specifications is usually the bid given the award, although delivery time is sometimes a necessary factor. Should a requested specification sheet not be submitted with a bid, this is considered non-responsive and therefore will not be considered. Please read and respond to specification requirements carefully.

End of Information and Instructions to Bidders.