

Award Status:

NOTICE – Effective immediately, the North Whidbey Pool, Park, and Recreation District (“NWPPR”) hereby withdraws the Invitation for Bid Quotations re the Boiler Replacement at the John Vanderzicht Memorial Pool issued on May 8, 2021 (the “Invitation”), pursuant to paragraph 14 of the Invitation. NWPPR reserves the right to re-issue the Invitation at its discretion. Updated June 8th, 2021

Bid Opening Results May 28, 2021

Disclaimer: Preliminary Bid Results are provided as a convenience to the public for informational purposes but should be used for reference only as bids are manually reviewed for mathematical accuracy.

NW Thermal Hydronics
\$114,345.00

Barron Heating Air Conditioning
\$169,979.83

Addenda Boiler Replacement at the John Vanderzicht Memorial Pool

- 1. The site visit deadline listed on page 1 of the Invitation for Bid Quotations has been extended to Wednesday, May 26, 2021.**
- 2. The email address for Jay Cochran listed on page 9 of the bid should read jcochran@nwpprd.org. Updated 5/24/2021**

Question Received 5/11/2021:

" Is there an engineer's estimate or a general cost range available for the Commercial pool boiler replacement services bid solicitation?"

Answer:

" There is no engineer's estimate or a general cost range available for the Commercial pool boiler replacement service bid solicitation. "

Question Received 5/11/2021

"Is a plan holders list being maintained for this project? If so, could I please get a copy?"

Answer:

"We are not maintaining a plan holder list for this project."

Question Received 5/25/2021

"Are you keeping a potential bidders list for the subject solicitation? If so, may I please have a copy?"

Answer:

"We do not have a potential bidder list."

Invitation for Bid Quotations

PROJECT TITLE:

Boiler Replacement at the John Vanderzicht Memorial Pool

MATERIALS/SERVICES REQUESTED:

North Whidbey Pool, Park, and Recreation District (District) is soliciting bids from qualified contractors to provide boiler replacement at the John Vanderzicht Memorial Pool, Oak Harbor, Washington, 98277

CALENDAR OF EVENTS:

Listed below are important dates and times by which the actions noted must be completed. Dates and times are subject to change. If the District changes any of the dates and/or times, the change will be made by addendum.

Event	Completion Date and Time
Issuance of Solicitation	Wednesday, June 10, 2021
Site Visit Mandatory X Not Mandatory	BY APPOINTMENT ONLY up through Thursday, June 24th. Please note there is no appointment availability between Wednesday June 17th-Monday, June 21st. Please see Site Visit (Page 10) for information on requesting a site visit appointment.
Submission Deadline	Friday, June 25, 2021, 12:00 p.m.
Sealed Bid Opening	Friday, June 25, 2021, 12:05 p.m.
Sealed Bid Opening Location	John Vanderzicht Memorial Pool Lobby 85 SE Jerome St., Oak Harbor, WA 98277
Evaluations/Demonstrations	June 2021
Committee Recommendations	June 2021
Contract Executed	June 2021
Estimated Start Date	August 2021

All questions concerning this solicitation must be directed to the District Director identified below, via email only. Questions to or communications with other District staff may disqualify Contractors from the evaluation process.

Jay Cochran, Director
North Whidbey Pool, Park, and Recreation District
jcochran@nwpprd.org

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

INSTRUCTIONS TO CONTRACTORS:

1. PRE-OFFER CONFERENCE, ADA ACCOMMODATIONS. The date, time, and location of any pre-offer conference are indicated on the preceding Invitation for Quotations (the "Solicitation") face sheet. The purpose of this conference will be to clarify the contents of this solicitation to prevent any misunderstanding of the District's position. To maximize the effectiveness of the conference, Contractors are encouraged to submit questions in writing to the attention of the District Director prior to the conference date. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the District at this conference. The District will then determine if any responsive action is necessary and may issue a written amendment to the Solicitation. Oral statements or instructions will not constitute an amendment to this Solicitation. Requests for reasonable accommodation to attend at a pre-offer conference should be directed to the District Director as early as possible to allow time to make appropriate arrangements.
2. DUE DATE AND TIME. All offers must be received by the District at the specified location by the due date and time identified on the Solicitation face sheet. Offers, modifications, and withdrawals received after the submission due date and time will be rejected and not opened.
3. QUESTIONS, ORAL COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the District Director. The Contractor shall not contact or ask questions of other District staff or the District department for which the requirement is being procured. Contractors that directly communicate with other District staff regarding this solicitation without prior authorization from the District Director may be disqualified. Written questions will be accepted until the date and time identified on the Solicitation face sheet. Any correspondence related to this solicitation should refer to the solicitation number, page, and paragraph number. Contractors may only rely on written answers issued by the District Director. All oral communications are unofficial and nonbinding on the District. Substantive questions and answers are posted on the District website. It is the responsibility of the Contractor to assure they received responses to questions if any are issued.
4. EXAMINATION OF DOCUMENTS. It is the responsibility of the Contractor to carefully review the entire solicitation package, which includes, without limitation, specifications, requirements, terms and conditions, and insurance requirements. Submitting an offer is an agreement by the Contractor to all terms and conditions contained in the Solicitation. The Contractor should seek written clarification from the District Director regarding anything that is unclear prior to submitting an offer. Contractors must a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; b) study and carefully correlate the Contractor's observations with the Solicitation documents; and c) notify the District Director of all conflicts, errors, and discrepancies, if any, in the Solicitation documents. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this Solicitation or any subsequent contract. The Contractor, by delivering an offer in response to this Solicitation, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the work to be performed, services to be provided, and the equipment to be furnished.

5. ACCEPTING CONTENT OF SOLICITATION. By submitting an offer in response to this Solicitation, the Contractor certifies they have fully read and understands the content of the Solicitation documents and have a full knowledge of the scope, nature, and detailed requirements of services and/or equipment to be provided and performed.
6. LIABILITY FOR ERRORS. While the District has used considerable efforts to ensure the information in the Solicitation is accurate, the District does not guarantee or warrant the information to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this Solicitation is intended to relieve the Contractor from forming their own opinions and conclusions with respect to the matters addressed in the Solicitation and to communicate those opinions and conclusions to the District.
7. PREPARATION OF OFFER, COSTS, AND TAXES. All offers shall be submitted on the forms provided in the Solicitation package. Offers shall include all costs. The District is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost quoted in an offer shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination and freight included to the designated delivery point. Additional charges, such as fuel surcharges, will not be accepted by the District. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
8. ACKNOWLEDGMENT. The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue-ink signature by a person authorized to sign the offer. The District may reject an unsigned offer as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if a pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Contractors shall submit **one (1) original**, marked "original," and **three (3) copies** of their offer with their submittal. Postmarked, telegraphic (facsimile), or email offers will not be considered.
9. SUBMISSION. Offers shall be submitted to the District Director at the location specified below in a sealed envelope or package provided by the Contractor and shall include (1) the Contractor's name and address, and (2) the project name clearly identified on the outside of the envelope or package, and (3) the submittal due date listed clearly on the outside of the envelope or package. The Contractor is responsible for the timely delivery of submitted offers, regardless of the delivery method. Contractors should allow sufficient time to ensure receipt by the District on or before the Submission Deadline. Offers received after the Submission Deadline will not be opened or considered. The timeliness of offer submissions is determined by the District in its sole discretion. We strongly recommend you send a proposal through the United States Postal Service. Other carriers are not delivering with consistency to the address below.

USPS Mailing Address

North Whidbey Pool, Park, and Recreation District
Jay Cochran, Director
85 SE Jerome Street
Oak Harbor, WA 98277

10. BID OPENING. Sealed bids will be opened in the lobby of the John Vanderzicht Memorial Pool on Friday, June 25, 2021, at 12:05 p.m. Bid quotations shall be recorded and open to public inspection and be available by telephone inquiry by calling 360-675-7665. Due to COVID if you plan to attend the bid opening, please wear a mask, and observe the social distances areas within the lobby.
11. OFFER ACCEPTANCE PERIOD. Offers, once opened, constitute an irrevocable offer, and become the property of the District, and will not be returned to the Contractor. Offers opened after the Submission Deadline shall remain firm and unaltered for a period of **ninety (90) calendar days** following the Submission Deadline. The District and Contractor may mutually agree to extend the period during which the offer shall remain firm and unaltered.
12. ADDENDA. If the District changes, revises, deletes, clarifies, increases, or otherwise modifies this Solicitation prior to the Submission Deadline, the District will issue a written addendum and publish it on the District website. It is the responsibility of the Contractor to check for addenda. Failure to acknowledge receipt of all addenda on the returned Acknowledge Form (Appendix A) with the sealed offer may be grounds for deeming an offer non-responsive.
13. PREPARATION COSTS AND SAMPLES. The District is not liable for any costs incurred by the Contractor in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response to this solicitation or samples provided. Contractors responding to the solicitation, demonstrations, and interviews do so solely at their own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
14. DISTRICT RIGHT TO WITHDRAW OR AMEND SOLICITATION. The District, in its sole discretion, retains the absolute right without penalty to withdraw and/or amend all or any portion of this Solicitation at any time, for any reason, and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall be controlling. Any change to or interpretation of the Solicitation will be posted on the District website and will be incorporated into any contract awarded. It is the responsibility of the Contractor to check for addenda.
15. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES. All offers will be reviewed by the District Director to determine compliance with administrative requirements and instructions. To the extent authorized by applicable law, the District in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify or cancel the solicitation; and/or 4) re-advertise and solicit new offers on the same scope of work or on a modified scope of work when it is in the best interests of, or advantageous to, the District. The District reserves the right to reject any conditional offer. Offer will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
16. NON-RESPONSIVE OFFERS. The District may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) submission of exceptions to the solicitation; 3) noncompliance with any part of the

solicitation; 4) providing inaccurate, misleading, exaggerated, or false information; or 5) failure to respond to every solicitation item or to provide all information requested.

17. OFFER IS NOT BINDING. Acceptance of an offer submission does not bind the District until the offer is reviewed and accepted by the appropriate District level of authority, and both parties execute a contract.
18. CONTRACTOR WITHDRAWAL OF OFFERS. Contractors may modify or withdraw a submitted offer prior to the Submission Deadline. A request to modify or withdraw an offer must be in writing, signed by an authorized representative of the Contractor, and submitted to the District Director. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the Submission Deadline. Negligence in preparing an offer confers no right of withdrawal or modification after the Submission Deadline.
19. NON-EXCLUSIVE CONTRACT. The District retains the discretion to make multiple or partial awards to obtain the same or similar services and/or products that are the subject of this solicitation, and/or to order greater or fewer products or quantities based on District needs. Contracts resulting from this solicitation are not exclusive service agreements.
20. LICENSES AND CERTIFICATIONS. Contractors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.
21. SERIAL NUMBERS. Where applicable, offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the District reserves the right to reject any altered equipment.
22. BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names, or catalog numbers in the Solicitation are intended to be descriptive, but not restrictive unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design, or performance may be considered. Offers based on equivalent products must clearly describe the alternatives offered and indicate how it differs from the product specified in the Solicitation and include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternative will be equal to or better than the product named in the solicitation. The District has the sole authority to accept or reject any like item and may require the Contractor to provide additional information and/or samples. If the Contractor does not specify otherwise, it is understood that the brand referenced in the Solicitation will be supplied.
23. SPECIFICATIONS. The apparent silence in this Solicitation of a specification as to any detail, or the apparent omission from a specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications made herein shall be made based on this statement.
24. DEVIATIONS OR EXCEPTIONS. For the purpose of evaluation, the Contractor must indicate any variance, exceptions and/or corrections to be made to any provision in

this Solicitation, no matter how slight. Such deviations should be explained in detail. All such deviations requested by the Contractor shall be identified on the Exceptions Form (Appendix B). Absence of such deviations will be interpreted to mean the Contractor meets all specifications contained herein in every respect. Deviations not identified are waived. The District will reject offers that take material exception to District specifications and contracts.

25. DESCRIPTIVE LITERATURE. All offers shall include complete manufacturer's descriptive literature regarding the equipment and goods or the services the Contractor proposes to furnish. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
26. TEST MODELS/SAMPLES. When proposed, the District may request any or all Contractors provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered and intended for delivery. Any product tested and found not capable of meeting the requirements of the solicitation specifications will not be considered for a contract award. At the conclusion of the testing, the Contractor may retrieve the product, if practical. The District is not responsible for any damages that may occur to any products supplied for testing.
27. WARRANTY. The Contractor warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the District may reasonably determine is the responsibility of the Contractor, for a minimum of 90-days after final acceptance and without cost to the District for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.
28. COLLUSION. By signing the Acknowledgment Form (Appendix A), the Contractor certifies they have not directly or indirectly entered into any agreement, participated in any collusion, or taken any action in restraint of free competitive bidding. If the District determines in its sole discretion that collusion has occurred, none of the offers from the participants of such collusion will be considered. The District's determination will be final.
29. CONFLICT OF INTEREST. Contractor shall disclose whether the Contractor is an immediate family member of, or engaged in any business enterprise with, a District employee, elected or appointed official with authority to make an Award under this Solicitation. Such disclosure shall be prominently identified in writing together with the offer.
30. GRATUITIES AND KICKBACKS. By signing the Acknowledgment Form (Appendix A), the Contractor certifies that neither the Contractor nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.

31. PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers received by the District become the property of the District and are not returned. Offers submitted in response to this solicitation are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and available for public inspection and copying. If a Contractor considers any portion of its offer, electronic or hard copy, to be protected from disclosure under Washington law, the Contractor shall specifically identify all information it claims to be confidential or proprietary by clearly marking each page and item accordingly. If the District receives a request under the Act to inspect or copy the information that has been identified by the Contractor as confidential/proprietary and the District determines that release of the information is required by the Act or otherwise appropriate, the District's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that the confidential/proprietary information will be released to the requestor unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the District will release the requested information on the date specified. The District has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The District will not be liable to the Contractor for releasing records, even if the records have been marked by the Contractor as confidential and/or proprietary, in compliance with the Act, this section, or court order.
32. INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine the award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the District may purchase from District contracts. The Contractor agrees to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The District has no responsibility for the payment of such purchases. Should the Contractor impose additional costs for such purchases, the Contractor is to name such additional pricing as a supplement to their offer.
33. DISCUSSIONS. The District reserves the right to conduct discussions with Contractors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
34. PERSONNEL. It is essential the Contractor provide adequate experienced personnel capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Contractor agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the District.
35. INTERVIEWS. The District reserves the right to conduct interviews with some or all of the Contractors at any point during the evaluation process. However, the District may determine that interviews are not necessary. In the event interviews are conducted, the information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The District shall not reimburse the Contractor for the costs associated with the interview process.
36. PROTESTS. Protests of this Solicitation must be filed with the District Director within five (5) days of the first advertising of the Solicitation. Protests of an Award made hereunder must be filed with the District Director within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. In order to be

considered, a protest shall be in writing, addressed to the District Director at the address set forth herein, and include (1) The name, address, and telephone number of the Contractor protesting, or the authorized representative of the Contractor; (2) The signature of the protesting Contractor or its representative; (3) The solicitation number and title under which the protest is submitted; (4) A detailed statement of the legal or factual grounds of the protest including any supporting documentation; and (5) The specific ruling or relief requested.

PROJECT BACKGROUND

The John Vanderzicht Memorial Pool (JVMP) is located at 85 SE Jerome Street, Oak Harbor, Washington. The current boiler is oversized and at the end of its life span.

SCOPE OF WORK

The District is soliciting bids for a commercial pool boiler replacement services from qualified contractors.

Contractors should provide pricing information for a commercial indoor pool condensing fire-tube boiler system is to be set up to run as two separate thermostatically controlled zones (consisting of two pools from a single body of water.) Boiler should be capable of heating at a minimum 225,000 gallons of water, which includes the lap pool of 202,200 gallons and the training pool of 16,200 gallons.

Acceptable equipment, equivalent to or better than: Lochinvar Aquas APO1000N Indoor Commercial Pool Boiler Package.

Package, 96% Eff. Condensing Fire-tube Boiler, Low NOx operation, gasketless design, ASME 160 psi, 50# PRV, modulating 25:1 gas fired, 1000 MBH Input with external, titanium pool heat exchanger, salt water ready. Factory fabricated, assembled and factory-tested on steel frame. Includes boiler/HX pump, adjustable high limit w/ auto and manual reset, flow switch, inlet/outlet temp sensors, CON-X-US remote and SMART SYSTEM™ control, LCD display, cascade control of up to eight boilers with sequencing options for "lead lag" or "efficiency optimized" logic, Includes 50# PRV, expansion tank and fill valve for contractor piping. Supply Voltage: 120V / 60 Hertz/ 1PH Pool Water: 4" FLNG CPVC Inlet/Outlet, Gas Inlet 1" Req. 4-14" w.c. for NG, Req. 8-14" w.c. for LP Direct Vent CAT IV Venting, maximum 100 ft. TEL with 6" Air, 6" Vent.

Scope of work should include all goods and services required to install a new pool boiler and heat exchanger assembly site specific for JVMP pools, as per the following:

- A. Demolish and dispose of the existing boiler, heat exchanger, flue, expansion tank, boiler loop circulation pump and associated piping as needed for a complete project.
- B. Prepare design and specification documents as needed for the proposed new boiler system.

- C. Obtain all necessary permits for the work to be performed hereunder.
- D. Shorten or remove the boiler housekeeping pad to allow proper egress through exterior door.
- E. Procure and install the proposed new boiler system and piping in a manner which allows proper ingress and egress through exterior door.
- F. Pipe from existing 6" pool water circulation lines to the new heat exchanger location via direct routing with the installation of 2.5" or 3" saddles and branch lines as required per manufacture specifications, providing required flow rate
- G. Install throttling valves and digital flow meters in accordance with standards.
- H. Set up the system to run as two separate thermostatically controlled zones (one for each pool). This individual temperature control is to be accomplished with 3-way control valves, Honeywell electronic controller, automatic components Inc FT2630 wireless immersion temperature and RM2432D wireless output receiver or equivalent, and any other required equipment to facilitate this).
- I. Use existing boiler electrical circuits for the new boiler system connections.
- J. Modify and reconnect the existing gas piping to the new system.
- K. Run boiler condensate through neutralizer and to a local floor drain.
- L. Treat the water with Fernox F1 to control the system water PH and protect the boiler and system components from corrosion.
- M. Disconnect and reconnect existing circulation pump.
- N. Upon completion, flow rates to both pools are required to circulate at the same gallons per minute as they currently do, thereby meeting requirements.
- O. Provide Factory Technician for boiler commissioning.
- P. Any design elements and components not listed in this proposal that are needed to meet state, county, city, manufacturing installation requirements or codes while leaving the district with an operational turnkey product are to be included in this proposal without exception.

The District expects that any bid submitted in response to this solicitation will cover all necessary goods and services required to provide the District with a function boiler system without additional expenditures by the District. The District relies on the professionals and contractors it retains to provide it with advice and guidance on matters within their areas of their expertise. With regard to this solicitation, in the event that a contractor believes that goods or services not expressly included in this Scope of Work will be necessary to complete the Materials/Services Requested, the District requests and expects such contractors to notify the District of the additional goods or services it believes will be necessary to complete the work and provide the District with a "turn key" boiler system and to include price quotes for those items in the contractor's responsive bid.

After review of the offers received, the District will select one proposal and proceed with the most responsible bidder for that option, according to the decision made by the District.

SITE VISIT

To schedule a site visit appointment, please contact Jay Cochran, District Director, by email at jcochran@nwpprd.org Appointments will be scheduled on a first-come, first-served basis between Friday, June 11 , 2021, and June 24, 2021. Please note there is no appointment

availability June 17, 2021-June 21, 2021.

A maximum of two (2) representatives from the Contractor team are authorized to attend the site visit. Photographs will be allowed during the site visit.

NOTICE TO CONTRACTORS

All work shall be in accordance with the contract documents as administered by the representative of the District. Contractors for this project must comply with all applicable government and local agency requirements. All successful bidders are required to be licensed contractors in the State of Washington and must submit a photocopy of their valid Washington State Contractor's Registration at the time of the bid.

PREVAILING WAGES

This is a "Public Works" contract, as defined by the Revised Code of Washington (RCW) 39.040.010. All contractors shall comply with Chapter 39.12 RCW, Prevailing Wages on Public Works. Workers of all contractors, subcontractors, and lower-tier subcontractors shall be paid the "prevailing rate of wage," including "usual benefits" in kind and not by a cash payment in lieu of such usual benefits, as defined by Chapter 39.12 RCW. An Intent to Pay Prevailing Wage and an Affidavit of Wages Paid shall be filed with the Washington State Department of Labor and Industries ("L&I") as required by law and/or regulation. Certified payrolls will be required and shall be submitted for each time the Contractor participates in the work. The successful Contractor is responsible for obtaining and completing all required forms and documents and submitting these to the proper authorities with a copy to the District.

Contractors are required to complete the Contractor training provided by L&I before bidding and/or performing work on public works projects (RCW 39.04.350 and RCW 39.06.020). Contractors may use the "Verify a Contractor" tool (<https://secure.lni.wa.gov/verify/>) to verify the training status for their company or other businesses. Contractors are exempt from this training requirement if the company has been in business with an active Unified Business Identifier (UBI) number for three or more years **AND** have performed work and submitted all required L&I documents on three or more public works projects.

INSURANCE REQUIREMENTS

Contractors must submit a copy of their current Certificate of Liability Insurance showing evidence of proper insurance.

SUBMITTAL REQUIREMENTS

Submitted bids must include the following information:

- Acknowledgment Form (Appendix A)
- Exceptions Form (Appendix B)
- Solicitation Bid Form (Appendix C) showing project budget for both the boiler replacement
- Certification of Compliance with Wage Payment Statutes (Appendix D)

- Copy of the Contractor's valid Washington State Contractor's Registration
- Copy of the Contractor's current Certificate of Liability Insurance showing evidence of proper insurance.
- Bid Bond in an amount equal to five percent (5%) of the submitted bid or:
 - Certified check
 - Cashier's check
- Disclosures of material conflicts of interest as required in the Solicitation or as otherwise necessary to ensure the District's informed decision-making ability:

All bid proposals shall be accompanied by a bid bond deposit of 5% of the total bid to be received in the form of a surety bond, certified check, or cashier's check. Should the successful bidder fail to enter into such a contract and furnish a "performance bond" meeting requirement within the time of contract signing the bid bond deposit shall be forfeited.

For contracts of one hundred fifty thousand dollars (\$150,000.00) or less, at the option of the Contractor, the District may, in lieu of the performance bond, retain ten percent (10%) of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens. See RCW 39.08.010.

Contract Binding Option:

☐

___ Surety Bond (Performance Bond)

☐

___ Retain 10% of Contract Amount per RCW 39.08.010

END OF INSTRUCTIONS TO CONTRACTORS

APPENDIX A

Acknowledgment Form

1. Primary Contact Person Information:

Name / Title:	
Legal Name of Contractor:	
Telephone No.	Alternate No.
Email Address:	Fax Number:

2. Company Information

Other Names of Contractor:		
Street Address Line 1:		
Street Address Line 2:		
City:	State:	Zip Code:
Website Address:		
Type of Entity / Organizational Structure (check one):		
☐	Corporation	☐ Partnership
☐	Limited Liability Partnership	☐ Joint Venture
☐	Nonprofit	☐ Other:
Jurisdiction of Organization Structure:		
Date of Organization Structure:		
Federal Tax Identification Number:		
Washington State UBI Number:		
State Industrial Account Identification Number:		

3. Did an outside individual/agency assist with the offer preparation?

Yes	No	If yes, please describe:
-----	----	--------------------------

4. Receipt of Addenda. Contractor acknowledges receipt of the following addenda, if any.
1. In submitting this offer, the Contractor represents that the Contractor has read this Solicitation, all attachments, contract terms and conditions, and all addenda, understand them, and desires to submit this offer to the District.
 2. Contractor agrees that its offer will remain in effect for not less than ninety (90) calendar days from the Solicitation Deadline and may not be withdrawn or modified during that time.
 3. Contractor agrees that the information provided by the Contractor in Appendix C (Solicitation Bid Form) reflects all costs for equipment and services to be provided to the District in compliance with the Solicitation and that no additional fees or charges will be incurred by the District other than as identified in the offer.
 4. Contractor agrees that if awarded a contract, it will make no claim against the District-based upon ignorance of conditions or misunderstanding of the Contract documents, or the equipment/services to be provided under this Solicitation and will comply with the minimum insurance requirements.
 5. The undersigned certifies that he/she is authorized, offers, and agrees to furnish the services/equipment in accordance with the Solicitation requirements; that the information provided in the offer is true, accurate, and complete; and that he/she has the legal authority to commit the Contractor to a contractual agreement and intends to be bound by the offer and terms of the Solicitation.

Signature* (Contractor 's Authorized Representative):

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20____

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*

APPENDIX B

EXCEPTIONS FORM

Contractor's Name: _____

The District does not intent to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in a submittal being deemed nonresponsive. Contractors shall identify all exceptions and deviations taken to any terms, conditions, and specifications of the solicitation and associated documents and they must be clearly identified on the table below and returned with the submittal. Unallowable or questionable exception or deviation may cause a submittal to be non-responsive. Exceptions noted elsewhere in a submittal and not specified on this form will be considered void, and may disqualify, the submittal. All cells within a row must be completed for each exception and deviation. *(attach additional pages if needed)*

IDENTIFY AND DESCRIBE ALL EXCEPTIONS AND DEVIATIONS <i>(check one)</i>	
☐	Contractor is not requesting exceptions to the solicitation and associated documents.
☐	Contractor requests the exceptions identified below:

Section #, Page #	Describe Exception and Reason	Describe Proposed Deviation and Resolution	Price/Schedule Impact

Signature* (Contractor's Authorized Representative): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20____

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*

APPENDIX C

SOLICITATION BID FORM

The undersigned Contractor proposes to provide North Whidbey Pool, Park, and Recreation District with all labor, equipment, and materials to recommend and perform boiler replacement services at the John Vanderzicht Memorial Pool.

ITEM	
Equipment	\$
Design	\$
Debris and Waste Disposal Costs	\$
Labor	\$
Bond	\$
Sales Tax (8.9%)	\$
Project Total (including sales tax)	\$

Contractor

Company Name (Print)

Company Address

City, State Zip Code

Phone

Fax

Company Tax ID Number

Contact Person

Name (Print)

Signature of Authorized Representative*

Title

Email

Date

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*

APPENDIX D

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that within three years immediately preceding the bid solicitation date (May 08, 2021), 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.

Company Name:

Check One:

☐

Corporation

☐

Partnership

☐

Limited Liability Partnership

☐

Joint Venture

☐

Nonprofit

☐

Other: _____

State of Incorporation, or if not a corporation, state where the business entity was formed:

Signature of Authorized Representative*

Name (Print)

Date

Title

City, State

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*