

LONGVIEW SCHOOL DISTRICT NO. 122

ALL THOSE PROVIDING BIDS – PLEASE READ THIS NOTICE

The Longview School District occasionally experiences problems with contractors who, after being awarded a bid, indicated they have made an error or have some other difficulty and do not intend to honor their bid. For this reason we want all contractors to be fully aware of the district's position with regard to the bidding process and the honoring of bids submitted.

State of Washington statutes require the Longview School District to go through a prescribed bidding process on all purchases over defined dollar limits. The district takes the bidding process seriously and its intent is to solicit bids that are accurate and that each contractor intends to honor. The bidding contractor is expected to submit bids that are accurate, complete, and contain all terms and conditions which are necessary. If changes to your bid are necessary after you have submitted it to the district, the following guidelines will control.

- I. Bids may be changed in any way or withdrawn any time up to the time and date of bid submittal.
- II. AFTER THE TIME AND DATE OF THE BID SUBMITTAL, Bids cannot be changed. If accepted, the bid is considered to be a binding contract that you as the contractor will be expected to honor.
- III. A recap of the bids will be sent to all bidders after official acceptance by the School Board.

ADVERTISEMENT FOR BID

Bids will be accepted for the following project:

TITLE:

Longview School District
Mark Morris Pool Flooring repairs

AGENCY: Longview School District No. 122

ESTIMATED BASE QUOTE COST RANGE: up to \$35,000.00

ABBREVIATED PROJECT DESCRIPTION: Install resinous flooring over existing tile substrate. Prep, float and secure all tiles where needed to support new flooring.

SUBMITTAL TIME/DATE/LOCATION: **Prior to 1:00 P.M., Tuesday, June 20th.
Bids will be accepted @
Longview School District MOTF Office
2080 38th Avenue
Longview, WA 98632**

BY: Longview School District No. 122

PRE-PROPOSAL WALK-THROUGHS: **3:00 P.M. Wednesday June 14th, 2023**

Meet at parking lot at Dick Mealy Memorial Pool Parking Lot, 1602 Mark Morris Ct, Longview, WA 98632.
Attendance at the Pre-Proposal Walk-through is Mandatory for bidders.

The School district will make the plans available for contractors to view online without charge at:

<https://www.longviewschools.com/departments/business-services/bids-proposals>

Please direct questions regarding this project to the office of the Owners Representative, OTAK CPM, Kevin Moisan Kevin.moisan@otak.com telephone (971)218-5223 or Contact Jason Reetz, Longview School District Facilities Manager at 360-442-1841.

No contractor may withdraw their bid after the time and date set for the submittal thereof, or thereafter, before award of the Contract, unless award is delayed for a period exceeding thirty (30) days from the proposal submittal date.

The Owner reserves the right to accept or reject any or all proposals and to waive informalities.

INSTRUCTIONS TO BIDDERS

1.01 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.
- B. “**Addenda**” are written or graphic instruments issued by the Architect or the Longview School District prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as, for example, the date or time of meetings or Bid receipt, may be issued in writing by fax, mail or other delivery.
- C. An “**Alternate Bid**” (or “**Alternate**”) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- D. “**Award**” means the formal decision by the Longview School District notifying a Bidder with the lowest Responsive Bid of the Longview School District’s acceptance of the Bid and intent to enter into a contract with the Bidder.
- E. The “**Award Requirements**” include the following statutory requirements as a condition precedent to Award. The lowest Responsive Bidder shall:
- (1) have a certificate of registration in compliance with RCW 18.27;
 - (2) have a current state unified business identifier number;
 - (3) if applicable, have industrial insurance coverage for the Bidder’s employees working in Washington as required in Title 51 RCW;
 - (4) have an employment security department number as required in Title 50 RCW;
 - (5) have a state excise tax registration number as required in Title 82 RCW;
 - (6) not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations); and
 - (7) 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 RCW 49.04 for the one-year period immediately preceding the date of the Bid solicitation.
- F. The “**Base Bid**” is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

- G. A **"Bid"** is a complete and properly signed proposal to do the Work or designated portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- H. A **"Bidder"** is a person or entity who submits a Bid for a prime contract with the Longview School District for the Work described in the proposed Contract Documents.
- I. The **"Bidding Documents"** include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
- J. The **"Contract Documents"** proposed for the Work consist of the Agreement Between Owner and Contractor, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- K. To be considered **"Responsible"** or meet **"Responsibility"** requirements, a Bidder must meet the following supplemental criteria applicable to this Project to the satisfaction of the Architect and the Longview School District:
- (1) The ability, capacity, and skill to perform the Contract;
 - (2) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - (3) Whether the Bidder can perform the Contract within the time specified;
 - (4) The previous and existing compliance by the Bidder with laws relating to the Contract;
 - (5) The quality of performance of previous contracts, including demonstration of successful completion of similar projects in the last three (3) years;
 - (6) The designated Project Manager shall have a minimum of three (3) years of successful experience in project management and scheduling of projects of similar scope and complexity;
 - (7) The designated Superintendent shall have a minimum of five (5) years of successful supervision of projects of similar scope and complexity;
 - (8) Any other qualifications required by the Contract Documents or Bidding Documents; and
 - (9) Such other information as may be secured having a bearing on the decision to award the contract.
- L. A **"Sub-bidder"** is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- M. A **"Unit Price"** is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services as described in the Bidding Documents or in the proposed Contract Documents. The Longview School District reserves the right to reject at any time, without impairing the balance of the proposal, any or all such predetermined unit prices.

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
- B. **POSSIBLE SELF-PERFORMED WORK REQUIREMENT.** The Bidder will perform *with its own forces* at least that percentage (if any) of the Work required by the Bidding Documents or the Contract Documents.
- C. **PRE-BID MEETING.** The Bidder has attended the pre-bid meeting(s) required by the Bidding Documents. The Project site is available for inspection for prospective bidders at a mandatory pre-bid site meeting and walk-through, as indicated in the Advertisement for Bids, and existing conditions should be examined. NOTE: THE INDIVIDUAL REPRESENTING THE GENERAL CONTRACTOR AT THE MANDATORY PRE-BID MEETING SHALL BE AN OFFICER OR OWNER OF THE COMPANY AND HAVE THE OFFICIAL CAPACITY TO BE A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.
- D. **BASIS.** Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, without exception.
- E. **EXAMINATION.** The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, without limitation, any liquidated damages and insurance provisions), and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- F. **PROJECT MANUAL.** The Bidder has checked its copies of the Project Manual with the Table of Contents bound therein to ensure the Project Manual is complete.
- G. **SEPARATE WORK.** The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications for any other contracts to be awarded separately from, but in connection with, the Work being bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the contract being bid upon.
- H. **LICENSE REQUIREMENTS.** Bidders and their proposed Subcontractors shall be registered and shall hold such licenses as may be required by the laws of Washington, including RCW 18.27, for the performance of the Work specified in the Contract Documents.

- I. NO EXCEPTIONS. Bids must be based upon the materials, systems and equipment described and required by the Bidding Documents, without exception.

1.03 BIDDING DOCUMENTS

A. COPIES

1. **Deposit.** Bidders may obtain complete sets of the Bidding Documents from the issuing office and other locations designated in the Advertisement or Invitation to Bid in the number and for the deposit amount, if any, stated. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A Bidder awarded a Contract may retain the Bidding Documents, and its deposit will be refunded.
2. **Sub-bidders.** Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.
3. **Complete sets.** Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for utilizing established plan holder identification processes to obtain updated bid information; neither the Longview School District nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents. Printed copies of plans take precedence over any on-line images.
4. **Conditions.** The Longview School District and/or the Architect make copies of the Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.
5. **Legible Documents.** To the extent any drawings, specifications, or other Bidding documents are not legible, it is the Bidder's responsibility to notify the Longview School District and to obtain legible documents from the plan center.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. **Notify Owner and Architect.** Bidders and Sub-bidders shall promptly notify the Longview School District and the Architect in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions. All Bidders and Sub-bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Longview School District and the Architect any objections (in writing) no later than seven (7) calendar days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
3. **Written request.** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven (7) calendar days prior to the date for receipt of Bids.

4. **Addenda.** Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
5. **Singular references.** Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
6. **Utilities and runs.** The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and any plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.
7. **Division of Contract Documents.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in of phases of the Project.

C. **SUBSTITUTIONS**

1. **Standard.** The materials, products, procedures and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality that must be met by any proposed substitution.
2. **Substitution procedure.** No substitution will be considered prior to receipt of Bids unless the Architect receives a written request for approval on the Longview School District's Substitution Request form for the Project, with all data requested on the form completed, at least seven (7) days prior to the date for receipt of Bids. Each such request shall be submitted with a Request for Substitution form identical to or equivalent in content to the form found in the Project Manual, and shall include the name of the material or equipment proposed to be replaced and a complete description of the proposed substitute, including drawings, cuts, performance and test data, warranty information, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The proposer has the burden to prove the merit of the proposed substitute; by proposing the substitution, the Bidder represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that the Contract Time will not be increased, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Architect's decision to approve or disapprove a proposed substitution shall be final. Written requests for approval shall constitute a guarantee by the Bidder that the articles or materials are in all respects, including warranty and installation, equal or superior to those specified, unless otherwise noted. To the extent the proposed substitution will require additional services by the Architect or its consultants after Bid award, the Bidder, if successful, will be required to pay the Architect or its consultants for these services at their customary hourly rates.
3. **Addendum.** If the Architect approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner. Substitution request forms returned by the Architect are a courtesy only, and Bidders/Sub-bidders shall rely solely on substitution approvals listed in an Addenda.

4. **Post-Bid substitutions.** After the Contract has been executed, the Longview School District and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only under exceptional circumstances as specified therein.

D. **ADDENDA**

1. **Written.** All Addenda will be written. They will be mailed, emailed, faxed, delivered, and/or posted electronically with notice to those the Architect knows to have received a complete set of Bidding Documents.
2. **Copies.** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. **Verification and acknowledgment of receipt.** Prior to bidding, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt of all Addenda in its Bid.

1.04 **BIDDING PROCEDURE**

A. **FORM AND STYLE OF BIDS**

1. **Form.** Bids (including any required attachments) shall be submitted on forms identical to the form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered to be Bids.
2. **Entries on the Bid form.** All blanks on the Bid form shall be filled in by typewriter or manually in ink.
3. **Words and figures.** Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures; in case of discrepancy between the two, *the amount written in figures shall govern and the words shall be used to determine any ambiguities in the figures.* Portions of the Bid form may require the addition of component bids to a total or the identification of component amounts within a total. In case of discrepancy between component amounts listed and their sum(s), the component amounts listed shall govern.
4. **Initial changes.** Any interlineation, alteration or erasure must be initialed by an authorized representative of the Bidder.
5. **Alternates and Unit Prices.** All requested Alternates and unit prices should be bid. The Longview School District reserves the right, but is not obligated, to reject any Bid on which all requested Alternates or unit prices are not bid. If no change in the Base Bid is required for an Alternate, enter "*No Change.*" If there is no entry, it will be presumed that the Bidder has made no offer to accomplish this Alternate. If it is not otherwise clear from the Bid or nature of the Alternate, it will be presumed that the amount listed for an Alternate is an add rather than a deduct.
6. **No conditions.** The Bidder shall make no conditions or stipulations on the Bid form nor qualify its Bid in any other manner.
7. **Identity of Bidder.** The Bidder shall include in the specified location on the Bid form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (including the state of incorporation), or another described form of legal entity. The Bid shall be signed by the person or persons legally

authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder, and provide other information requested.

8. **Bid amounts do not include sales tax.** The Bid shall include in the sum stated all taxes imposed by law, EXCEPT STATE AND LOCAL SALES TAX ON THE CONTRACT SUM.
9. **Bid breakdown.** The Bid form may contain, for the Longview School District's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.

B. POTENTIAL LISTING OF SUBCONTRACTORS

1. **Procedure.** On certain projects of the Longview School District, the Bid form includes a requirement that certain Subcontractors be listed, and the list must be submitted to the Longview School District. In these circumstances, the Bidder must name the Subcontractor with whom the Bidder, if awarded the Contract, will subcontract *directly* (i.e., not lower-tier Subcontractors) for performance of the work of:

- (a) HVAC (heating, ventilation and air conditioning),
- (b) plumbing as described in RCW 18.106,
- (c) electrical work as described in RCW 19.28, and
- (d) any other categories of Work listed on the Subcontractor listing form.

SELF-PERFORMANCE: If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.

IF NO SUBCONTRACTORS: If there is no work to be performed by a HVAC, plumbing, electrical, or other subcontractor category identified on the Bid form, the Bidder should insert "None" or "N/A" on the Bid form. If a category is left blank, that shall indicate that the Bidder believes that there is no work to be performed by that trade.

MULTIPLE ENTRIES: The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Subcontractor varies with an Alternate Bid, in which case the Bidder shall identify the Subcontractor to be used for the Alternate and the affected portion of the Work and otherwise make its Bid clear as to which subcontractor shall be utilized depending upon the selection of alternates.

MULTIPLE SUBMITTAL TIMES. In the event the Bidding Documents call for a second submittal time for receipt of alternate bids, and no additional Subcontractors are listed with such alternate bids, the Longview School District will consider that there is no change in the Subcontractors from those listed with the base Bid.

2. **Failure to Submit.** In accordance with RCW 39.30.060, failure of a Bidder to submit as part of the Bid the names of such proposed heating, ventilation and air conditioning, plumbing, and electrical Subcontractors or to name itself to perform such Work or the naming of two or more Subcontractors to perform the same Work shall render the Bidder's Bid nonresponsive and, therefore, void.
3. **Requirement to Subcontract.** The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form

of Proposal, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Subcontractor in furtherance of bid shopping or bid peddling.

4. **Replacement.** If a listed Subcontractor is unable to comply with any bondability, qualification, or other requirements of the Contract or Bidding Documents (including without limitation a finding of Subcontractor non-Responsibility), the Longview School District may require the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Longview School District at no change in the Contract Sum or Contract Time.
5. **Subcontractor Standards.** Subcontractors shall meet contractual and technical qualifications standards, and provide specialized certification, licensing, and/or payment and performance bonding where specified.

C. **BID SECURITY**

1. **Purpose and procedure.** Each Bid shall be accompanied by a bid security payable to the Longview School District in the form required in the Bidding Documents and equal to five percent (5%) of the Base Bid. The bid security constitutes a pledge that the Bidder will enter into the Contract with the Longview School District in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Longview School District as liquidated damages, not as a penalty. By submitting its Bid and bid security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Longview School District.
2. **Form.** The bid security shall be in the form of a certified or bank cashier's check payable to the Longview School District or a bid bond executed by a bonding company acceptable to the Longview School District and licensed in the State of Washington on the form included with the Bidding Documents or on an acceptable and equivalent form. The Attorney-in-Fact who executes the bond on behalf of the surety shall be licensed to do business in the State of Washington and shall affix to the bond a certified and current copy of his/her Power of Attorney.
3. **Retaining Bid Security.** The Longview School District will have the right to retain the Bid Security of Bidders to whom an award is being considered until the earliest of either (a) the Contract has been executed, and payment and performance bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
4. **Return of Bid Security.** Within forty-five (45) days after the Bid Date, the Longview School District will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned.

D. **SUBMISSION OF BIDS**

1. **Procedure.** The Bid, the Bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party specified in the Advertisement or Invitation to Bidders and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated

portion of the Work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "*SEALED BID ENCLOSED*" on the face thereof.

2. **Deposit.** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids may be returned unopened at the discretion of the Longview School District.
3. **Responsibility.** The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. **Form.** Oral, fax, telephonic, email, electronic, or telegraphic Bids are invalid and will not be considered.

E. **MODIFICATION OR WITHDRAWAL OF BID**

1. **After receipt time.** A Bid may not be modified, withdrawn or canceled by the Bidder during a forty-five (45) day period following the time and date designated for the receipt of Bids, and each Bidder so agrees by virtue of submitting its Bid.
2. **Before receipt time.** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram or fax; if by telegram or fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. The notice shall be worded so as not to reveal the amount of the original Bid. E-Mail notice will not be considered. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Longview School District in time to be withdrawn before the Bid opening.
3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
4. **Bid security with resubmission.** Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

F. **NOTICE**

1. Notice or a request from a Bidder under these Instructions to Bidders must be in writing over the signature of the Bidder and delivered in person or by mail, express delivery, telegram or fax. If the notice is by telegram or fax, written confirmation over the signature of the Bidder must be mailed and postmarked on or before the date and time set for the notice.

1.05 **CONSIDERATION OF BIDS**

- A. **OPENING OF BIDS:** Unless stated otherwise in the Advertisement or Invitation to Bid or any Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders and other interested parties.

- B. **REJECTION OF BIDS:** The Longview School District shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by required Bid security or by other material or data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

C. **ACCEPTANCE OF BID (AWARD)**

1. **Owner.** The Longview School District intends (but is not bound) to award a Contract to the lowest Responsible and Responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Longview School District has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
2. **Alternates.** The Longview School District shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract Documents or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. The Longview School District retains the right to accept Alternate Bid items at the price bid within 45 days after the Agreement is executed.
3. **Requirements for Award.** Before the Award, the lowest Responsive Bidder shall meet the Award Requirements.

D. **BID PROTEST PROCEDURES**

1. **Procedure.** A Bidder protesting for any reason the Bidding Documents, a bidding procedure, the Longview School District's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the award of the Contract or any other aspect arising from or relating in any way to the bidding shall cause a written protest to be filed with the Longview School District within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which Bids are opened. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

Patti Bowen
Executive Director of Business Services
Longview School District
2715 Lilac Street
Longview, WA 98632

2. **Consideration.** Upon receipt of the written protest, the Longview School District will consider the protest. The Longview School District may, within three (3) business days of the Longview School District's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Longview School District, the Superintendent of the Longview School District or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Longview School District's receipt of the protest. (If more than one (1) protest is filed, the Longview School District's decision will be provided within six (6) business days of the Longview School District's receipt of the last protest.) If no reply is received from the Longview School District during the six (6) business-day period, the protest shall be deemed rejected.

3. **Waiver.** Failure to comply with these protest procedures will render a protest waived.
4. **Condition precedent.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

1. **Submittal.** Within twenty-four (24) hours of the Architect's request, the apparent low Bidder and any other Bidders so requested shall submit to the Architect and Longview School District:

- (a) submit additional information regarding the use of their own forces and the use of subcontractors and suppliers;
- (b) a properly executed Contractor's Qualification Statement on the form provided (unless otherwise required to be submitted at the time of the Bid);
- (c) a letter or form from the Bidder's insurance company stating that the insurance required by the Contract Documents will become effective upon execution of the Contract;
- (d) a letter or form from the Bidder's surety stating that the bond(s) required by the Contract Documents will become effective upon execution of the Contract;
- (e) if requested by the Longview School District, a detailed breakdown of the Bid in a form acceptable to the Longview School District;
- (f) the names of the persons or entities (including a designation of the Work to be performed with the Contractor's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work;
- (g) the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work; and
- (h) a State Board of Education Form D-9, if requested.

Failure to provide any of the above information in a timely manner may constitute an event of breach permitting forfeiture of the Bid security.

2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the Architect and the Longview School District the reliability and Responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents as well as qualifications set forth in the Sections of the Project Manual pertaining to such proposed Subcontractor's respective trades. The Responsibility of the Bidder may be judged in part by the Responsibility of these proposed entities. The following will be considered:
 - The ability, capacity, and skill to perform the contract;
 - The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - Whether the Bidder can perform the contract within the time specified;
 - The quality of performance of previous contracts;

- The previous and existing compliance by the Bidder with laws relating to the contract; and
- Such other information as may be secured having a bearing on the decision to award the contract.

CONSIDERATION. In considering a Bidder's Responsibility, a Bidder shall be deemed to be unqualified to perform the Contract if, after review and verification of the representations included upon the Contractor's Qualification Statement submitted by the Bidder, conditions such as, but not limited to, the following appear:

- (a) The Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid. In addition to such established contractors, a newly established contractor may be considered qualified if it has shown on the Contractor's Qualification Statement that it is staffed with sufficient technical, managerial, and financial personnel with prior experience in the nature of construction for which the Bids are invited.
- (b) The Bidder does not have sufficient capability to undertake the obligations of the Contract. A determination will be made when the Longview School District's review of the probable cash flow needs of the Bidder for this Project (including payroll, cost of material and supplies, equipment rental costs, and any other direct or incidental costs of the Contract), concludes that the Bidder does not have sufficient financial resources to enable it to satisfy its financial obligations under the Contract.
- (c) The Bidder has submitted unrealistic unit prices as determined by other Bidders' unit prices for this Project.
- (d) The Bidder does not have sufficient staff, equipment, or plant available to perform the Contract. The Longview School District's determination in this matter will be based upon that represented by Bidder in the Contractor's Qualification Statement.
- (e) The Bidder has a history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between the Longview School District and the Bidder, or other parties and the Contractor.
 - A determination of this nature will be made if the Longview School District, after review of the Bidder previous work experience, determines that the Bidder's unsatisfactory performance has resulted predominantly from the Bidder's failure rather than a failure to perform by another party. The School District will give the Contractor an opportunity to explain such nonperformance's before any final determination is reached.
 - A determination of failure to perform will be made if the Longview School District is satisfied after review of the Bidder's prior experience, that the Bidder has repeatedly failed to satisfy its obligations under past contracts and the School District cannot safely assume satisfactory performance of the Contract by the Bidder.
 - In reaching its determination, the Longview School District may consider statements of other parties to the prior unperformed contracts, as well as the representations of the Bidder on its Contractor's Qualification Statement.

3. **Subcontractors.** The Responsibility of the Bidder may be judged in part by the Responsibility of its Subcontractors. Bidders must verify Responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that hires other Subcontractors must verify Responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, is Responsible and

possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87, and can obtain any payment and performance bonds required of the Bidding or Contract Documents.

4. **Request to Modify Criteria.** No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the Longview School District modify the Responsibility criteria listed in clause (2) above or elsewhere in the Contract Documents or the Bidding Documents. The Longview School District will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the criteria, the Longview School District will issue an Addendum identifying the new criteria.
5. **Objection.** Prior to the Award of the Contract, the Architect will notify the Bidder in writing if either the Longview School District or the Architect, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder, and the Longview School District will provide the reasons for the determination. The Bidder may appeal the determination within two (2) business days of its receipt of the objection by presenting additional information to the Longview School District, and the Longview School District will consider the additional information before issuing its final determination. The Bidder may, after the Longview School District's objection or determination, and at Bidder's option, (1) withdraw the Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by the substitution, or (3) appeal by filing a protest in accordance with paragraph 5(D). In the event of withdrawal, Bid security will not be forfeited.
6. **Change.** Persons and entities proposed by the Bidder and to whom the Longview School District or the Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Longview School District and the Architect.
7. **Right to Terminate.** The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation on its Contractor's Qualification Statement, the Longview School District shall have the right to terminate the Contract for Contractor's breach, and the School District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.

B. **INFORMATION FROM OTHER BIDDERS:** All other Bidders designated by the Architect as under consideration for award of a Contract shall also provide a properly executed Contractor's Qualification Statement, if so requested by the Longview School District.

C. **BIDDING MISTAKES:** The Longview School District will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the Bid opening. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from bidding on the Project if a subsequent call for Bids is made for the Project.

1.07 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. **BOND REQUIREMENTS:** Within seven (7) days after the issuance of the Longview School District's notice of intent to award the Contract, and prior to the date of execution of the Contract, the Bidder shall furnish evidence satisfactory to the Longview School District of its ability to obtain statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract

and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bond shall be included in the Base Bid.

- B. **SUBCONTRACTOR BONDS.** The Longview School District reserves the right to require certain Subcontractors to furnish performance and labor and material payment bonds in form as set forth herein and as set forth under the Bidding Documents or Contract Documents. The School District shall not, however, be responsible for any costs for any Subcontractor bonds unless the Longview School District, prior to the execution of the Owner-Contractor Agreement, requires the Bidder, in writing, to furnish such bonds from designated Subcontractors. Should any bonds be furnished by subcontract bidders, or be required by any Bidder to be furnished by any subcontract bidder or Subcontractor, without the written request of the Longview School District prior to the execution of the Owner-Contractor Agreement, the costs for any such bonds shall be at the expense of the Bidder and shall not be added to the Contract Sum.
- C. **TIME OF DELIVERY AND FORM OF BONDS.** The Bidder shall deliver the bonds and other documents required by the Contract Documents to the Longview School District pursuant to the Contract Documents and in no event any later than seven (7) days after the date of execution of the Contract and prior to commencing operations at the site. The bonds shall be written in the form approved by the Longview School District for public work, as required by RCW 39.08. The bonds shall be written by a surety firm licensed to do business in the State of Washington, with an A.M. Best rating of at least A-/VIII. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her Power of Attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. **FORM TO BE USED:** The Agreement for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental or Special Conditions, and the other Contract Documents included with the Project Manual. In the event no form is enclosed, an AIA Document A101-2007, "Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum," along with the General Conditions (AIA Document A201-2007), as both are revised, modified and supplemented by the Longview School District, will be used.
- B. **CONFLICTS:** In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

1.09 CONTRACT DOCUMENTS

This paragraph contains descriptions of some but not all of the provisions of the Contract Documents.

- A. **RETAINAGE:** The Contract Documents specify the statutory retainage requirements of RCW 60.28 for this Project.
- B. **CONTRACT TIME:** The Contract Documents specify the Contract Time. Timely completion of this Project is essential to the Longview School District.
- C. **PREVAILING WAGES:** The Contract Documents contain requirements regarding the payment of prevailing wages pursuant to RCW 39.12.
- D. **WRITTEN CLAIMS AND NOTICE:** The Contract Documents contain a number of provisions that require the Contractor to provide notice of Claims and to make and support Claims, in

writing, within a specified time in order to maintain the Claim. The School District is under no obligation to consider Claims that fail, in any respect, to meet these requirements.

- E. **CHANGES IN CONTRACT SUM:** The Contract Documents contain provisions specifying requirements for and pricing of changes in the Contract Sum.
- F. **DISPUTE RESOLUTION:** The Contract Documents contain provisions replacing the arbitration provisions of the form General Conditions with an alternative dispute resolution procedure which, among other things, requires non-binding mediation of all disputes.
- G. **CONTRACTOR REGISTRATION:** Pursuant to RCW 39.06, the Bidder shall be registered or licensed as required by the laws of the State of Washington, including but not limited to, RCW 18.27.
- H. **COMMISSIONING OF OPERATIONAL SYSTEMS:** Certain systems may be designated in the Contract Documents as "Selected" or "Critical" or "Operational" Systems. If so, after the Contractor notifies the Longview School District as specified prior to the Date of Substantial Completion that the Systems are up and running and ready for normal operation, the Longview School District will schedule a pre-commissioning inspection of these Systems.
- I. **TAXES.** The Contractor shall include in its Bid and pay for all applicable taxes except State Sales Tax and Local Sales Tax, which shall be excluded in the preparation of its Bid. Such State and Local Sales Taxes shall be added to the Contract Sum, paid by the Longview School District to the Contractor, and then paid by the Contractor over the course of the Project. Refer to general, supplementary or other conditions regarding further information.
- J. **OTHER PROVISIONS:** The above paragraphs contain descriptions of some but not all of the provisions of the Contract Documents. Bidders should review in detail the Contract Documents themselves and not rely upon the above paragraphs in this article as complete or inclusive.

1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS

- A. To ensure that the Bidder agrees to comply with relevant trenching safety requirements of RCW 39.04.180 and RCW 49.17, the Base Bid must include the cost of any required trench safety provisions. The Bidder shall enter in the blank provided on the Bid form the dollar amount the Bidder has included in its Base Bid for any trench safety provisions for trenching that will exceed a depth of four feet. If trench excavation safety provisions do not pertain to the Project, the Bidder should enter "N.A." or "Not Applicable" in the blank on the Bid form.

END OF SECTION

PROPOSAL: Longview School District
Mark Morris Pool Flooring Repairs

TO: Longview School District No. 122
2080 38th Avenue
Longview, WA 98632

FROM:

DATE: _____
TIME: Tuesday, June 20, 2023; 1:00
PLACE: p.m.
Longview School District MOTF Office
2080 38th Avenue
Longview, WA 98632

The undersigned contractor declares that he has carefully examined the drawings and specifications, that he has made an examination of the site of the proposed work and has made such investigations necessary to determine the character of material and the conditions to be encountered. The undersigned hereby proposes to furnish all material and labor and perform all work to complete the **Mark Morris Pool Flooring Repairs** project in accordance with the drawings and specifications provided by OTAK CPM, and to be bound by the following documents:

Instructions to Bidders
Proposal Form
General Conditions of the Contract for Construction
Prevailing Wage Rates
Specifications – Attachment A

SCOPE OF WORK:

The project includes the following items of work and those items of work indicated in the plans and specifications:

Furnish all labor, tools, equipment, and materials to install an epoxy resinous flooring system in existing restrooms. Prepare existing floors for the installation of the new flooring system in accordance with the manufacturer's recommendations while maintaining current drainage. Existing tile flooring can be removed or secured in place and new floor over the top. Install the new flooring system in accordance with the manufacturer's recommended installation process and the specifications below. Clean all work areas and remove all trash, debris, etc. from premises. Approximate work area is 1,000 square feet.

There will be a pre-bid meeting during which all work areas will be visited and will allow contractors to get final measurements and review site conditions.
Schedule Work must be completed between July 5th and August 19th, 2023. Available work hours will be Monday thru Friday from 7am – 5pm.

General

1. Successful bidder shall, be approved by the manufacturer to install the specified flooring system.
2. Store all materials in locations approved by the Owner.
3. Keep work areas neat and clean.
4. Take all necessary measures to ensure worker and occupant safety while working in and around pool area.

The undersigned contractor hereby proposes to furnish all material and complete the work as shown on the drawings and specifications for the sum of:

BASE BID A: Mark Morris Pool Repairs

_____ Dollars (\$ _____)
(Does not include State and Local Sales Tax)

Alternate 1: Mark Morris Pool Repairs

_____ Dollars (\$ _____)
(Does not include State and Local Sales Tax)

Alternate 2: Mark Morris Pool Repairs

_____ Dollars (\$ _____)
(Does not include State and Local Sales Tax)

Alternate 3: Mark Morris Pool Repairs

_____ Dollars (\$ _____)
(Does not include State and Local Sales Tax)

ACCEPTANCE OF BIDS:

The Owner reserves the right to reject any or all bids and waive all informalities and to accept only such bids as may be in the Owner's best interests. The separation of project costs into base bid and alternate bids is for owner's accounting purposes. It is the intent to award all alternate bids.

TIME:

The undersigned contractor agrees that it will substantially complete the project by August 19th, 2023 or as extended by change order due to supply chain issues not under the control of the contractor. The undersigned contractor agrees to hold this proposal open for twenty (20) days following the opening of bids and to execute the Agreement within five (5) days of the Notice of Intent to Award Contract

Time is of the essence of the contract. Delay in substantial completion will cause the Owner additional general expenses in ways including but not limited to: delay or interruption of the ability to use the facility as required for school functions, and the costs of employees devoting attention to the project.

For each day after the substantial completion date that the Contractor has not achieved substantial completion, the Contractor shall pay as general liquidated damages the sum of Two Hundred Dollars (\$250.00).

The Contractor, by submitting his bid, represents that he has reviewed the above-referenced costs and damages and agrees with The Longview School District that the above stated liquidated sums are reasonable estimates of both the direct costs and damages to The Longview School District which would be incurred in the event of a failure by the Contractor to achieve substantial completion on or before the date provided in the contract documents for substantial completion.

PERFORMANCE AND PAYMENT BOND

The Contractor will be required to submit a Performance and Payment bond for the project in an amount equal to the contract amount prior to execution of the Owner-Contractor agreement.

LABOR RATES:

The State of Washington prevailing wage rates and Federal Davis Bacon Wage Rates are both applicable for this public works project located in Cowlitz County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the Bid Form due date above. The applicable state of Washington prevailing wage rates may be found on the Department of Labor & Industries website located at: <https://secure.lni.wa.gov/wagelookup/>. Federal Davis Bacon Wage Rates may be found at: <https://wdol.gov/dba.aspx>. The contractor shall pay the higher of the State of Washington prevailing wage rates or the Davis Bacon Wage Rates as applicable for each trade.

CORRECTION PERIOD:

The undersigned contractor understands and agrees that he shall be held responsible for a period of (12) twelve months after the Date of Substantial Completion, guaranteeing to replace at its own expense any defective work due to poor material or poor workmanship. This right shall be in addition to any other right the Owner may have.

The Owner reserves the right to reject any or all bids and waive all informalities and to accept only such bids as may be in the Owner's best interests.

The contractor states below whether it is doing business as an individual, a co-partnership, or as a corporation. If a co-partnership, all partners are named and the person signing on behalf of the co-partnership states his position with the co-partnership. If a corporation, the contractor gives the state of incorporation, whether it is licensed to do business in the State of Washington, and the position of the person signing on behalf of the corporation.

The undersigned contractor hereby represents that his bid is made without connection with any person, firm or corporation making a bid on the same material, and is in all respects fair and without collusion or fraud.

FIRM _____

BUSINESS AS _____

STATE OF INCORPORATION_____

**WASHINGTON
CONTRACTOR
LICENSE NO.**

PARTNERS

BY _____

Signature and Title

ADDRESS _____

ZIP CODE _____

TELEPHONE _____

DATE: _____

I have received Addenda Nos. _____

END OF SECTION

Project Name: _____

The undersigned attests, under penalty of perjury, that the bidder has no final and binding citation or notice of assessment from Labor & Industries for:

- Minimum wage requirements and labor standards (RCW 49.46)
- Wages – payment – collection (RCW 49.48)
- And, only for contracts awarded between Sept. 1, 2010, and Dec. 31, 2013, not been found in violation of requirements to submit of information to L & I about certain "off-site, prefabricated, nonstandard, project specific items" (RCW 39.04.370)

Authorized Signature

Printed Name

Title

Date