



Snohomish Health District

**HVAC Improvement Project
RFB #2019-01**



SNOHOMISH
HEALTH DISTRICT
WWW.SNOHD.ORG

**Snohomish Health District
Administration
3020 Rucker Ave. Ste. 306
Everett, WA 98201**



LEGAL NOTICE

REQUEST FOR BID

HVAC IMPROVEMENT PROJECT

Sealed bids for the HVAC Improvement Project at the Snohomish Health District to be completed by July 15, 2019 must be mailed or hand-delivered to the address listed below by 3:00 p.m. on April 15, 2019. Bids will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the District by 3:00 p.m. on April 15, 2019 will be returned, unopened to the firm. All proposals should be addressed to:

Snohomish Health District
Re: (Vendor Name)
Proposal for the SHD, "HVAC Improvement Project"
Attention: Pam Spence
Purchasing Administrator
3020 Rucker Ave, Ste 308
Everett, WA 98201

Proposal packets are available online at <http://www.snohd.org>, or at the Snohomish Health District, 3020 Rucker Ave. Ste 308, Everett, WA 98201.

Successful bidder must provide proper insurance, a Performance Bond, and a Labor and Material Payment Bond in the full amount of the Contract, acceptable to the District. Contractor must comply with Prevailing Wage Law.

The District reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The Snohomish Health District Board of Health will make the final award of the proposal.

Instructions to Bidders

SNOHOMISH HEALTH DISTRICT HVAC IMPROVEMENT PROJECT

The Term "District" whenever used in the contract documents shall be construed to mean the Snohomish Health District.

I. Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of this contract.

No pre-bid meeting is scheduled for this solicitation, however, interested vendors are encouraged and invited to visit the location for their full review of the facilities. Contact Jim Neal at 425.760.4766 to arrange an appointment.

II. Schedule:

Sealed bids are due on by 3:00 p.m. April 19, 2019. Bids will be publicly opened at the above stated time and place. Award of contract to the lowest responsible bidder will be approved at the May 14, 2019 Snohomish Health District Board of Health meeting. All work must be accomplished while allowing staff to continue to work. This project MUST be completed by August 1, 2019.

III. Scope of Work:

All work must be performed in accordance with federal, state and local codes. Include all required inspections and approvals from the State of Washington and City of Everett Building and Zoning Department.

All submitting companies must submit manufacturer and basic model numbers, manufacturer specifications and cut sheets with the bid submittals. Load design calculations must be submitted to verify the sizing of the proposed equipment. Design loads shall be determined in accordance with the procedures described in ANSI/ASHRAE/ACCA Standard 183. The design loads shall account for the building envelope, ventilation and occupancy loads.

Existing HVAC Units:

- Reclaim and dispose of refrigerant per EPA requirements.
- Remove and replace (5) 3 ton package HVAC units, (13) 2.5 ton split HVAC units and (2) 2115 CFM Makeup Air Units and dispose of them off-site.

New HVAC units:

- New Makeup Air units must include Heat and Air conditioning for year round use.
- All Units must meet appropriate Air Conditioning, Heating and Refrigeration Institute (AHRI) standards
- Units must be UL listed.
- All refrigerant must comply with local codes.
- Furnish and install all associated piping, insulation, wiring, as required
- Your installation shall include the replacement of all associated piping, drains, couplings, mounting hardware, curbs, insulation, power and control wiring and structural supports.
- Provide start up and one year warranty.

- The Contractor shall remove all old material and supply and install all new material required for the project unless otherwise stated by the District. The contractor will be responsible for obtaining all building permits.

IV. Site Restoration:

The Contractor shall ensure that all debris generated by the project are removed from the project area as needed to allow continued use by District staff, not less than daily, or as often as District staff deems necessary to maintain safe working conditions in the area. More specifically, all construction debris, dust or any other materials generated during the job shall be removed from the work area before completion. Upon completion of the entire project operation the site should be returned to a like condition that existed prior to work being done.

V. Disposal of Material:

Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form.

VI. Bidder Responsibility Criteria:

It is the intent of the District to award a contract to the lowest responsive and responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the District to submit documentation demonstrating compliance with criteria. The bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW.
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW.
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. Until December 31, 2013, not have violated more than one time the offsite, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- F. For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

The public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria of each of its subcontractors.

VII. Rejection of Bids:

- A. The District reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the District. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The District reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the District. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- C. Any bid not conforming with the specifications or requirements set forth by the District in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

VIII. Award of Bid:

- A. Formal bid submissions shall be tabulated and a recommendation shall be prepared by the Finance Manager making a purchase subject to the formal bid requirements and sent to the Administration Director for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.
- B. The Administration Director shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Board of Health for consideration of awarding a formal contract.
- C. All awards made in accordance with this Code are final determinations.

IX. Performance Bond and Labor & Material Payment Bonds

Prior to execution of the contract, the successful bidder shall furnish Performance and Labor & Material Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder in such form approved by the District and in the amount of one hundred percent (100%) of the contract.

X. Change Orders:

- A. After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - 1. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
 - 2. Is germane to the original contract; and
 - 3. Does not exceed twenty percent (20%) of the contractor amount; and
 - 4. Is approved by the Board of Health. However, the Administration Director, or his/her designee can approve change orders for amounts that are not greater than fifteen thousand dollars (\$15,000.00). The Board of Health shall be informed of any such Administration Director approved change order at the next Board of Health meeting.
- B. Change orders for contracts for public improvements shall be as provided by state law.

XI. Insurance Requirements:

The Contractor will be required to meet the Snohomish Health District insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Snohomish Health District an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person) \$1,000,000 (each accident)
Workmen's Compensation Insurance:	All Liability imposed Workmen's Compensation stature
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damaged to the following Limits	

- XII. Billing/invoicing:
All billing and invoicing will be done at the completion of the project.

- XIII. Additional Items

The successful bidder will be required to enter into a contract with the Snohomish Health District consistent with the terms of this Request for Bids which should contain the following terms:

WAGE RATE REQUIREMENTS

- A. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the Washington State Department of Labor & Industries.
- B. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
- C. The Contractor shall maintain certified time sheets and submit to the District with final invoice.
- D. The Contractor will be required to sign a Wage Rate Requirement Certification.

PREVAILING WAGE

Some or all of the work herein may be subject to the provisions of Prevailing Wage laws of RCW 39.12.020 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage laws, and if so legally required, pay the then current prevailing rate of wage as determined by the Washington State Department of Labor and Industries (L&I) <https://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

The District may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall agree to indemnify the District for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Law and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

RETAINAGE

RCW 60.28.011 requires public agencies to withhold 5% of the contract amount, not including sales tax, until it is demonstrated that all the contractors on the project have paid the appropriate prevailing wages and state taxes, including workers' compensation and unemployment insurance premiums. The state Department of Revenue (DOR), Employment Security Department (ESD), and L&I all approve release of the retainage separately. A contractor may opt to submit a retainage bond instead covering any or all of the amount.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the District, its Board of Health, employees, and attorneys harmless from any demand of whatsoever nature for loss, damage or injury caused to persons or property, including property of the District, resulting from or attributable to any act or omission of the Contractor and its agents and employees, including for any acts constituting negligence.

NON-COLLUSION

Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the District. The signed Non-Collusion Statement must be returned with the Bid Proposal.

COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation of duty upon the Contractor.



PROPOSAL DOCUMENTS

THE DOCUMENTS ON THE FOLLOWING PAGES ARE REQUIRED AND MUST BE INCLUDED IN YOUR SUBMITTED PROPOSAL.

CONTRACTOR BID AGREEMENT

COST PROPOSAL

HVAC EQUIPMENT LIST

STATEMENT OF BIDDERS QUALIFICATIONS

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

NON-COLLUSION STATEMENT



CONTRACTOR BID AGREEMENT

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Snohomish Health District and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the District upon its request, required documentation to support compliance with the State of Washington Prevailing Wage Act, in accordance with the law.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the District within seven (7) days of the cause.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



PROJECT COST PROPOSAL

Submit a Schedule of Prices



HVAC EQUIPMENT AND SUPPLIES LIST

Submit a list of all purchased equipment and supplies along with their costs and length of manufacturers warranty.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor Bidding on Work included in these Contract Documents shall prepare and submit the following data:

1. Firm Name of Bidder _____
2. Business Address _____
3. How many years have you been engaged in the contracting business under the present firm name? _____
4. Contracts now in hand. _____
5. General character of Work performed by your Company _____

6. List three similar projects constructed during the last 5 years and the Contract amount.

\$ _____

\$ _____

\$ _____
7. Bank References. _____

8. State of Washington Contractor's Registration No. _____
9. Department of Labor and Industries Workmen's Comp. No. _____
10. Have you changed bonding companies within the last three years? _____

Please list previous bonding companies. _____
11. Have you ever been sued by the Contracting Agency of a Public Works project on which you were the Prime Contractor? _____

12. Please give the names and titles for the project superintendents that you plan to employ for this project. Indicate how many years they have worked for your company. _____

(Firm Name of Bidder)

(Signature of Bidder)

(Title)

(Telephone Number)

(Email Address)

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

CERTIFICATION OF COMPLIANCE with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (INSERT DATE), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

NON-COLLUSION STATEMENT

In order for your application to be considered, it is necessary to furnish the following information:

Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from being or performing work for any State, Local, or Federal Government?

Yes ____ No ____

If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm.

Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive bidding?

Yes ____ No ____

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision?

Yes ____ No ____

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Is your firm under the protection of the bankruptcy court, has pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors?

Yes ____ No ____

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.