

SECTION 00 11 16 INVITATION TO BIDDERS

CITY OF GIG HARBOR Cushman Trail Restroom Project

The City of Gig Harbor requests sealed bid proposals for construction services for the Cushman Trail Restroom, Project CPP-1326A. This project, as more completely described in the Contract Documents, generally include construction of the following:

Work on the project involves construction of a new restroom building to serve the Cushman Trail, including concrete pad, foundation and sidewalk, wood framing, interior and exterior finishes, plumbing fixtures and utility connections as shown in the Contract Drawings, and any other miscellaneous elements required to complete the Work as shown on the drawings.

The Project Manual, including plans, specifications and price proposal forms may be obtained through Builders Exchange of Washington as follows:

FREE OF CHARGE through the City of Gig Harbor's on-line plan room (<http://bxwa.com> then click on "Posted Projects"; "Public Works"; "City of Gig Harbor"; and "Projects Bidding"). Bidders may register in order to receive automatic e-mail notification of future addenda and to be placed on the "Bidders List." This on-line plan room provides Bidders with fully usable on-line documents with the ability to download, print to your own printer, order full/partial plan sets from numerous reprographic sources (on-line print order form), and a free on-line digitizer/takeoff tool. Contact Builders Exchange of Washington at (425) 258-1303 for assistance.

Inquiries regarding the Project may be directed to the City of Gig Harbor, Attn: Marcos McGraw, (253) 853-2647 or by email at mcgrawm@cityofgigharbor.net.

Sealed bid proposals will be received only at the City of Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 11:00 a.m., Wednesday, October 29, 2014** and will then and there be publicly read aloud. Bid proposals received after the time fixed for opening will not be considered.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the Base Bid total. Should the successful bidder fail to enter into such Contract and furnish satisfactory Performance Bond within the time stated in the Contract Documents, the bid proposal deposit shall be forfeited to the City of Gig Harbor.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this Contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive, responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

No bidder may withdraw their bid proposal after the time fixed for opening thereof, or before award of contract, unless said award is delayed for a period exceeding ninety (90) calendar days.

*** END OF SECTION ***

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID FORMS

Bids shall be submitted at such time and place as is stated in Section 00 11 16, INVITATION TO BIDDERS. All blanks in the Bid Form must be appropriately filled in with typewriter or ink and all prices must be stated figures only.

Bidders should fill in the loose Bid Forms available via download from the Builders Exchange of Washington website referenced in Section 00 11 16, INVITATION TO BIDDERS.

All Bids must be submitted in sealed envelopes bearing on the outside the name of the project for which the Bid is submitted. It is the sole responsibility of the Bidder to see that their Bid is received in proper time. Any Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened.

2. SIGNATURES

The Bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the Bid.

3. MODIFICATIONS

Changes in or additions to the Bid Forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the Bid Form which are not specifically called for in the Contract Documents may result in the Owner's rejection of the Bid as not being responsive to the advertisement. No oral or telephone modification of any Bid submitted will be considered.

4. ERASURES

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the corrections the surname of the person or persons signing the bid.

5. EXAMINATION OF THE SITE, DRAWINGS, ETC.

Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Bidder to receive or examine any forms, instrument or addendum or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve the Bidder from obligations with respect to their Bid or to the Contract. The submission of a Bid shall be taken as a prima facie evidence of compliance with this section.

6. WITHDRAWAL OF BIDS

Any Bidder may withdraw their Bid, either personally, by written request or by faxed request at

any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw their Bid after the time fixed for opening thereof, or before award of Contract, unless said award is delayed for a period exceeding ninety (90) days.

7. AGREEMENT AND BONDS

The form of Agreement which the successful Bidder, as Contractor, shall be required to execute, and the form and amounts of surety bonds, which they shall be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The Agreement and the surety bonds shall be executed in two (2) original counterparts.

8. INTERPRETATION OF DOCUMENTS PRIOR TO BID OPENING

Bidders and/or Contractors are notified to examine thoroughly the Instructions to Bidders, Bid Form, and the form of Contract, Drawings and Specifications. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, they may submit a written request for an interpretation or correction thereof via fax at (253) 853-2647 to Marcos McGraw or by email to mcgrawm@cityofgigharbor.net. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum issued by the Owner or Engineer, and a copy of such Addendum will be posted to the Builders Exchange of Washington website at <http://www.bxwa.com>. However, responsibility shall rest solely with each of the intending Bidders to determine that they have, by time of Bidding, received all Addenda applicable. The Owner or Engineer will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation of provisions in the Contract Documents will be made to the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities of Work by examination of the site and a review of the Drawings and Specifications, including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

9. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) Bid for the same work, unless alternate Bids are specifically called for. A person, firm or corporation that has submitted a subproposal to a Bidder is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders or making a prime proposal.

10. BID PRICE

The Bid Price shall include everything necessary for the prosecution and completion of the Work and fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the Contract Documents. Prices set forth on the Bid Form will be reviewed by the Owner for mathematical accuracy. The Owner reserves the right to correct mathematical errors that are obvious on the face of the Bid Form. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The

prices, corrected for mathematical errors, shall be used as the amount of the Bid for evaluation and award purposes.

Estimated quantities, if any, set forth on the Bid Form are estimates only, being given only as a basis for the comparison of Bids, and the Owner does not warrant, expressly or by implication, that the actual amount of Work will correspond to the estimated quantities. The Owner reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Owner may deem necessary or appropriate. The basis of payment for unit price Bid Items for which estimated quantities were set forth on the Bid Form shall be the actual number of unit items provided or performed under this Contract.

Bidders shall include a separate price for each Bid Item requested on the Bid Form. IN THE COMPARISON OF BIDS, THE TOTAL BASE BID SHALL BE USED IN EVALUATION OF MOST QUALIFIED RESPONSIBLE BID.

11. AWARD OF CONTRACT

The Owner reserves the right to reject all Bids, waive any informalities in the bidding and/or not make an award. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the most qualified responsible Bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, price and other factors considered and whether it is to the interest of the Owner to accept the Bid. The Owner intends to notify the successful Bidder within a period not exceeding fourteen (14) days following the time established for opening of bids. The successful Bidder shall be required to enter into a Contract with the City of Gig Harbor within fourteen (14) days following notice to the successful Bidder.

The successful Bidder must be able to demonstrate and verify managing at least three (3) projects of Similar Scope and Complexity. To qualify, the projects must have achieved substantial completion within the last five (5) years.

If the Contract is to be awarded, the Owner will award the Contract to the most qualified responsive, responsible Bidder whose Bid conforms with all the material terms and conditions of the Instructions to Bidders, price and other factors considered.

In accordance with RCW 39.04.380 effective March 30, 2012 the City of Gig Harbor is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that nonresident contractor for comparison with Washington State contractor bids in the determination of the lowest responsive bidder. The basis for the amount of contract award (if any) to a successful bidder will be the original bid amount without application of any reciprocal percentage in accordance with Washington State Department of Enterprises guidelines.

A nonresident contractor from a state that provides a percentage bid preference is defined as a contractor that:

- a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.

- b) at the time of bidding on a public works project, does not have a physical office located in Washington State.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

12. PROTEST PROCEDURES

Any actual or prospective Bidder, including subcontractors and suppliers showing a substantial economic interest in this Contract, who is aggrieved in connection with the solicitation or award of this Contract may protest to the Owner following the date established for submittal of Bids in

accordance with the procedures set forth herein. Protests shall be submitted within five (5) days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered prior to the date established for submittal of Bids, and five (5) days after the date established for submittal of Bids.

In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the Contract number and Contract title under which the protest is submitted; (3) a detailed description of the specific ground for protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to the City of Gig Harbor.

Upon receipt of a written protest, the Owner will promptly consider the protest. The Owner may give notice of the protest and its basis to other persons, including Bidders, involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the Owner, the Owner will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision will be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the aggrieved person. The decision will be considered final and conclusive.

Failure to comply with these protest procedures will render a protest untimely or inadequate and result in rejection thereof by the Owner.

13. EVIDENCE OF QUALIFICATION

The Bidder shall submit to the Owner satisfactory evidence showing the Bidder's experience, his record of performance on previous work for the Owner and their organization available for the performance of the Contract in accordance with Section 00 45 13, BIDDER'S QUALIFICATIONS.

14. SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

The City will evaluate the additional criteria to determine bidder responsibility:

Claims Against Retainage and Bonds: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For

the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

Lawsuits: The Bidder shall not have lawsuits with judgments entered against the Bidder within five years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

15. DISQUALIFICATION OF BIDDERS

A Bidder will be deemed not responsible and the proposal rejected if the Bidder does not meet the responsibility criteria in RCW 39.04.

A Bidder may be deemed not responsible and the proposal rejected if:

1. More than one (1) proposal is submitted for the same project from a Bidder under the same or different names;
2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further Bids;
3. The Bidder, in the opinion of the Contracting Agency, is not qualified for the Work or to the full extent of the Bid or to the extent that the Bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder;
4. An unsatisfactory performance record exists based on past or current Contracting Agency Work or for Work done for others, as judged from the standpoint of conduct of the Work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise or Women's Business Enterprise utilization;
5. There is uncompleted Work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the Work Bid upon;
6. The Bidder failed to settle bills for labor or materials on past or current Contracts;
7. The Bidder has failed to complete a written public Contract or has been convicted of a crime arising from a previous public Contract;
8. The Bidder is unable, financially or otherwise, to perform the Work; or
9. There are any other reasons deemed proper by the Contracting Agency.

16. SUBCONTRACTOR RESPONSIBILITY

The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each

of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

17. BID AND PERFORMANCE GUARANTEES

A certified check, cashier's check or Bid Bond payable as designated in Section 00 11 16, INVITATION TO BIDDERS in an amount equal to five percent (5%) of the Total Base Bid shall accompany each Bid, as evidence of good faith and as guarantee that if awarded the Contract the Bidder will execute the Contract and give bond as required. The successful Bidder's check will be retained until he/she has executed the Contract and furnished a 100% Performance Bond and 100% Payment Bond in the form included in these Contract Documents with a qualified corporate Surety. The Owner reserves the right to hold the Bid security from the three (3) lowest Bidders until the successful Bidder has entered into the Contract, but in no event longer than ninety (90) days following the date established for opening of Bids.

Successful Bidders will be required to file a Performance Bond and Payment Bond in the full amount of the Contract price, which bond shall be furnished by a Surety company acceptable to the Owner. Should the successful Bidder fail to enter into a Contract and furnish both a satisfactory Performance Bond and a satisfactory Payment Bond within fourteen (14) days after his proposal has been accepted, the Bid security will be forfeited as liquidated damages.

18. TWO-YEAR MAINTENANCE (WARRANTY) BOND

The Bidder who is awarded the Contract shall be required to furnish and maintain a Maintenance Bond to provide security for the obligation of the Principal to repair and/or replace

any improvement against defects in workmanship, materials, or installation for a period of twenty four (24) months after written and final acceptance. The Maintenance Bond shall be for fifteen percent (15%) of the Contract Price.

19. INSURANCE REQUIREMENTS

A Certificate of Insurance shall be provided in accordance with all of the provisions of Section 6.03 of the Standard General Conditions.

20. ERRORS AND OMISSIONS

No consideration will be given by the Owner to claim of error in a Bid for purposes of withdrawing Bid unless such claim is made to the Owner within twenty-four (24) hours after the time stated in the Advertisement for Receiving Bids, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the Owner within forty-eight (48) hours after the time stated in the Advertisement for Bids.

***** END OF SECTION *****

SECTION 00 31 00
AVAILABLE PROJECT INFORMATION

REFERENCE DOCUMENTS

- A. Project reference documents are listed in Section 01 42 19 - Reference Standards.
- B. While every reasonable effort has been made to make the Contract Documents reflect field conditions, reference documents do not necessarily reflect "record" or "as built" conditions. Contractors are responsible for reviewing reference documents and making their own interpretations. In event of conflict between reference documents and Contract Documents, the Contract Documents shall take precedence.

SOILS

- A. Any data on soil and/or subsurface conditions shown in the Plans is not to be taken as a true representation, but is based on limited information and is at best only an opinion; consequently, such data cannot be considered precise or complete and there is no guarantee as to its completeness, accuracy or precision.

PERMITS

- A. The Owner shall secure and pay for the fee prescribed for all permanent permits and licenses listed in Section 01 42 19 - Reference Standards.
- B. The Contractor shall acquire and pay for all specialty permits such as electrical permits, transportation permits, wage and hour regulations permits and all other permits of a temporary nature relating to the construction of the project.

* * * END OF SECTION * * *

**SECTION 00 41 13
BID FORM**

Cushman Trail Restroom Project, CPP-1326A

TO: City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

CONTACT: Marcos McGraw, City of Gig Harbor, Phone: (253) 853-2647; Fax: (253) 853-7597

- A. The undersigned bidder declares that he has read the Project Manual, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Project Manual, and that the bidder will complete the work within the time stated and further, the bidder will accept in full payment for the unit price(s) and/or lump sum price indicated for the Work as set forth in the bid below.

The work under this contract shall be fully completed within the working days specified in the Project Manual.

NOTE: Show unit prices in figures only. Prices for all items, all extensions and the total amount of bid must be shown for each bid schedule included. Any incomplete bid schedule(s) shall be considered non-responsive.

BASE BID

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Cushman Trail Public Restroom Complete	1	L.S.	\$ _____	\$ _____
	Applicable Washington States Sales Tax (8.5%)				\$ _____
	TOTAL BASE BID				\$ _____

- B. All Bidders shall complete all Bid Items on the Bid Form in their entirety. Failure to do so may result in the Owner's rejection of the Bid as not being responsive to the advertisement.
- C. The Owner reserves the right to delete any or all portions of the work.
- D. Receipt of the following Addenda to the Bidding Documents is hereby acknowledged.

Addendum Number, if any	Date of Receipt of Addendum	Signed Acknowledgment
1		
2		
3		
4		
5		
6		

(Note: Failure to acknowledge receipt of the addenda shall make the Proposal non-responsive.)

- F. Notice of Acceptance of this Proposal or requests for additional information should be addressed to the undersigned at the address stated below:

Signature: _____

Printed Name: _____

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

SECTION 00 43 13
BID SECURITY FORM

Herewith find deposit in the form of certified check, cashier's check or cash in the amount of \$ _____, which amount is not less than five (5) percent of the Base Bid total as defined in Section 00 21 13 - Instructions to Bidders.

SIGN HERE _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Gig Harbor, Washington, as Oblige, in the penal sum of _____ Dollars, for the payment of which the successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for construction of the **Cushman Trail Restroom Project, CPP-1326A**, Gig Harbor, Washington according to the terms of the proposal or Bids made by the Principal therefore and the Principal shall duly make and enter into a Contract with the Oblige in accordance with the terms of said proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure to do so, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for Bids. Then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20____.

Principal

Surety

_____, 20____

Received return of deposit in the sum of \$_____.

* * * END OF SECTION * * *

**SECTION 00 43 36
BIDDER'S PROPOSED HVAC, PLUMBING AND ELECTRICAL
SUBCONTRACTORS LIST**

**CUSHMAN TRAIL RESTROOM PROJECT
CPP-1326A**

If awarded the contract, the following subcontractors will be employed to perform the work of HVAC (heating, ventilation, and air conditioning), plumbing as described in Chapter 18,106 RCW, and electrical as described in Chapter 19.28 RCW. If contractor will perform the work, it must name itself. Only one subcontractor for each category of work identified shall be listed, unless subcontractors vary with bid alternates, in which case which subcontractor will be used for which alternate must be indicated. Failure to comply with this requirement shall render the bid nonresponsive and void. **This form must be completed and submitted with the bid.**

<u>SUBCONTRACTOR</u> <u>FIRM NAME</u>	<u>CONTRACTOR</u> <u>NUMBER</u>	<u>BID ITEM</u> <u>NUMBER(S)</u>	<u>CATEGORY OF</u> <u>WORK</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Contractor:

By: _____
(Authorized Official Signature)

Date: _____
(Date)

(Title)

***** END OF SECTION *****

SECTION 00 43 93
BID SUBMITTAL CHECKLIST

1. REQUIRED ITEMS

The Bidder shall submit the required items, which must be executed in full and submitted with the Proposal.

- | | Complete |
|-----------------------------------------------------------------------------------------------|--------------------------|
| a. Bid Proposal filled in and totaled in numbers | <input type="checkbox"/> |
| b. Proposal Signed | <input type="checkbox"/> |
| c. Statement of Bidder's Qualifications | <input type="checkbox"/> |
| d. Bid Bond or Bid Deposit | <input type="checkbox"/> |
| e. Non-Collusion Declaration | <input type="checkbox"/> |
| f. Subcontractors List | <input type="checkbox"/> |
| g. Statement of Addenda Received | <input type="checkbox"/> |
| h. WA State Dept. of Licenses Contractor's Registration
Number _____ Expiration Date _____ | <input type="checkbox"/> |
| i. WA State Dept. of Labor and Industries Workman's Comp
Account Number: _____ | <input type="checkbox"/> |
| j. Current State Unified Business Identifier (UBI) Number
UBI Number: _____ | <input type="checkbox"/> |
| k. Employment Security (ES) Account Number
ES Number: _____ | <input type="checkbox"/> |
| l. State Excise Tax Registration Number
Tax Number: _____ | <input type="checkbox"/> |

BIDDER'S CHECKLIST

2. AGREEMENT FORMS

The following forms (a thru e) shall be provided by the Contractor after the Contract is awarded and prior to Notice to Proceed. Forms f and g must be approved prior to commencing any work, and the Contractor shall provide the Maintenance Bond (g) at Substantial Completion.

	Complete
a. Public Works Contract Agreement	<input type="checkbox"/>
b. Retainage Investment Option	<input type="checkbox"/>
c. Performance Bond	<input type="checkbox"/>
d. Payment Bond	<input type="checkbox"/>
e. Certificate of Insurance (for Prime and all Subcontractors)	<input type="checkbox"/>
f. Request to Sublet Work (if applicable)	<input type="checkbox"/>
g. Intent to Pay Prevailing Wages (for Prime and all Subcontractors)	<input type="checkbox"/>
h. Maintenance Bond	<input type="checkbox"/>

*** END OF SECTION ***

SECTION 00 45 13
BIDDER'S QUALIFICATIONS

It is the intent of Owner to award a contract to the most responsible Bidder. Before award, the Bidder must meet Bidder responsibility criteria set forth in RCW 39.04 to be considered a responsible Bidder. The Bidder will be required by the Owner to submit documentation demonstrating compliance with the criteria. The following information shall be submitted with the bid:

1. Firm Name: _____
Firm Address: _____

2. Telephone Number (____) _____ Fax Number (____) _____
E-Mail: _____
3. State in which the Contractor is incorporated or state where the Contractor's business entity was formed (per RCW 39.04.380) _____
4. Is the Contractor currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? _____
5. Number of years engaged in contracting business under above name: _____
6. The Firm submitting this proposal is a: ☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other, Specify _____
7. The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership or of all persons interested in this proposal as principals are as follows:

NOTE: Signatories of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the Bid.

8. General character of work performed by Bidder: _____

9. Approximate value of work currently under contract: \$ _____

10. Bank Reference: _____

11. Name of Bidders' Project Manager: _____

The Bidders' Project Manager shall have successful past experience and competence in managing the day to day activities on no less than three (3) construction projects within the last ten (10) years with an initial construction value of at least \$100,000 that meet the similar in scope and complexity elements. To qualify as a project, the Owner must have determined the project to be substantially complete or issued final acceptance.

Identify the Project Manager. Identify all projects in the last three (3) years managed by this individual that are similar in scope and complexity to this project. For each project, identify the name of the project, describe the project, explain how the project is similar in scope and complexity, and name and telephone number of the Owner's project manager or other person who can verify the experience of the individual.

12. Name of Bidder's Field Superintendent proposed for this project: _____

13. Bidder Experience. The Bidder shall have successful experience and must be able to demonstrate and verify managing at least three (3) projects that meet the definition of Similar in Scope and Complexity. To qualify, the projects must have achieved substantial completion within the last five (5) years.

Identify all similar construction contracts (whether completed or in progress) entered into or performed by the Bidder within the past ten (10) years. Only projects for which the Bidder was responsible for the day to day management of the project will be evaluated with regard to this provision.