

## INVITATION TO BID

**Notice to Bidders:** Bids will be received by the Port of Shelton, 21 W Sanderson Way, Shelton, WA 98584 for the following work order:

**Work Order:** [Enter # and Name Here](#)

**Pre-Bid Showing:** [Enter Date and Time Here](#). Please call by [Enter Date and Time Here](#) to reserve a bid packet and confirm attendance.

**Bids Due:** [Enter Date and Time Here](#)  
Publicly opened at [Enter Date and Time Here](#)

**Location:** Port Administrative Office  
21 W Sanderson Way  
Shelton, WA 98584  
(360) 426-1151

1. Scope of Work  
[Enter Scope of Work Here \(must match the Bid Proposal or Routine Small Works Bid Document Scope of Work\).](#)
2. Bid Security  
A certified check, money order, cashier's check, or bid bond is required with each bid in an amount equal to five percent (5%) of the Bid amount. No bid shall be considered unless accompanied by such Bid Security. Bid Securities of unsuccessful bidders will be returned after the contract is awarded.
3. Submission of Proposal  
Bidders are required to make their bids on the Bid Proposal form provided by the Port of Shelton and return it along with the Bid Security and the Non-Collusion Affidavit. [Bidders are required to provide evidence of successful completion of similar projects in accordance with the manufacturer's specifications OR bidders are required to provide current installer certification from the product manufacturer \(this red part may or may not apply depending on the project\).](#)
4. Bidder Responsibility Criteria  
It is the intent of the Port to award a contract to the low 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 Port to submit documentation demonstrating compliance with the 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:
  - i. Have Industrial Insurance coverage (workers' compensation) coverage for the bidder's employees working in Washington as required in Title 51 RCW;
  - ii. Have an employment security department number as required in Title 50 RCW; and
  - iii. 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) *Optional – Supplemental Bidder Responsibility Criteria (must be deliberate, documentable and defensible):*
  - a. *Fgdsfdg*
  - b. *Rtqrtwqr*

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 for each of its subcontractors.

5. Signature

A bid by a corporation or company shall include the printed name of the corporation or company, the printed name and title and the signature of the President, Secretary, or other officer authorized to bind the corporation or company. An impression of the corporate seal must appear on bids submitted by the corporation. A bid by a firm shall include the printed firm name and member or agent name. Any person signing the proposal as an agent for another or others must also file legal evidence of his authority to do so. The business mailing address and telephone number must be provided.

6. Bid Results

Bid results shall be faxed or emailed to each bidder on [Enter Date Here](#). The successful bidder will have an official Notice of Award sent via mail. If in the opinion of the Port, all bids are unsatisfactory, they may reject all of them and re-advertise, and in such case, all such Bid Securities shall be returned to the bidders; but if the contract is let, then all Bid Securities shall be returned to the bidders, except that of the successful bidder, which shall be retained until a contract is entered into and Performance and Payment Bonds are provided to the Port District for the performance of the contract and otherwise conditioned as required by law, with sureties satisfactory to the Commission, in amounts equal to the contract price.

7. Non-Collusion Affidavit

Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the Port of Shelton. The signed and notarized Non-Collusion Affidavit must be returned with the Bid Proposal. The Port has one or more notary public(s) on staff that can notarize documents upon reasonable request.

8. Examination of Site & Conditions

The contractor, by filing a bid, acknowledges that he has examined or has had the opportunity but knowingly declined to examine, the premises and site so as to compare them with the drawings and specifications, and to have satisfied himself as to the facilities and difficulties attending the execution of the proposed contract (including local conditions, uncertainty of weather and all other contingencies) before the delivery of his proposal, and no allowance shall be subsequently made on behalf of the Contractor by reason of any error or neglect on his part.

9. Withdrawal of Proposal

Proposals may only be withdrawn by written and signed request and only if such request is received prior to the opening of the bids. No bid will be received or considered after the time set for the opening of the bids.

10. 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 Owner and in the amount of one hundred percent (100%) of the contract. The bidder shall require the attorney-of-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power-of-attorney indicating the monetary limit of such power.

11. Execution of Contract

The successful bidder must sign and return the Agreement and furnish the Performance Bond, Labor & Material Payment Bond, Certificate of Insurance, and Intent to Pay Prevailing Wages within fourteen (14) days from the Notice of Award date. Failure to do so will result in the forfeiture of said Bid Security to the Port and all rights of said bidder with regard to this project will be annulled to the extent allowed by law. The Contract is executed once all of the documents listed in this section are furnished within the timeline specified and the Port of Shelton Managing Director then signs and dates the Agreement.

12. Insurance & Liability

The Contractor shall procure and maintain during the life of this contract such insurance as shall protect him and any subcontractor performing work covered by this contract from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations are performed by himself or by any subcontractor or by anyone directly employed by either of them.

Insurance must be placed with commercial insurance companies licensed to do business in the State of Washington and which possess minimum financial standards of A.M. Best Company, A-VI or better. Certificates of Insurance for all insurance shall be filed with the Port of Shelton naming the Port of Shelton, its

officers, employees, board, and volunteers as Additional Insured. The policy amount shall be \$1,000,000 combined single limit.

All insurance policies by the Contractor shall provide (1) that the policies shall not be cancelled or the amount thereof reduced without forty-five (45) days prior written notice to the Port of Shelton, and (2) that forty-five (45) days prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.

### 13. Prevailing Wage

It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Prevailing Wage Office, P.O. Box 44540, Olympia, Washington 98504-4540, (360) 902-5335, or on their website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/Printable/default.asp>

### 13. Bidding Documents

Bona fide bidders may obtain bidding documents at the time of the pre-bid showing or upon request to the Port, provided that arrangements have been made as defined previously in this invitation.

### **Rejection of Bids:**

The Port of Shelton will have the right to reject any and all bids and in particular to reject a bid received after the deadline for bids due or bids that are not accompanied by the required Bid Security or Non-Collusion Affidavit or a bid in any way incomplete or non-responsive to the bid package. The Port further reserves the right to accept that proposal which is in the best interest of the Port of Shelton.

### **Appeal Process:**

There is no appeal process for bids determined to be non-responsive (bid does not respond to all the required elements in this bid package solicitation). If the Port determines that the apparent low bidder does not meet bidder responsibility criteria in paragraph 4 above and is therefore not a responsible bidder, the Port shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Port's determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Port will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

Dated this [Enter Today's Date Here](#).

Brandon Palmer  
Port of Shelton  
Engineering Technician  
Office (360)426-1151 Fax (360)427-0231

## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Port of Shelton, a Washington municipal corporation of the State of Washington, hereinafter referred to as "Port," and \_\_\_\_\_, hereinafter referred to as "Contractor;"

WHEREAS, it is the mutual desire of the parties hereto that Contractor should undertake a certain Public Works Project on behalf of the Port, described as follows:

**Work Order #** Enter number and name here

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. AGREEMENT TO PERFORM PUBLIC WORKS CONTRACT: Contractor shall undertake the performance of the said Public Works Contract at Port of Shelton, Mason County, Washington. The Contractor shall provide all equipment and personnel to adequately undertake the work as contemplated by this Agreement.
2. TIME OF PERFORMANCE: Contractor shall commence the work as contemplated by this agreement upon Notice to Proceed and shall pursue the work diligently and continuously until the project is completed. **All work must be completed within \_\_\_\_\_ calendar days after written Notice to Proceed is issued.**
3. SPECIFICATIONS AND CONDITIONS: The scope of work to be performed under this Agreement is as follows: Must match scope of work in, Invitation to Bid, Bid Proposal (or Routine Small Works Bid Request Form).
4. CONTRACT DOCUMENTS: It is further agreed that the Invitation to Bid, Bid Drawing, Bid Proposal, Notice of Award, Prevailing Wage Rates, Performance Bond, Payment Bond, Certificate of Insurance and Notice to Proceed are specifically referred to and made a part of this Agreement and shall have the same force and effect as though all the same were fully inserted herein and constitute the CONTRACT DOCUMENTS.
5. MANNER OF PERFORMING WORK: The Contractor has examined the site of work and has decided the manner for performing all necessary labor. The Contractor is aware that the work vicinity contains tenants of the Port and care must be taken to prevent unreasonable disturbance.
6. CHARACTER OF MATERIALS: The Contractor has examined the site of work and has decided the character of the materials to be encountered.

7. DAILY LOG: Contractor shall maintain a daily report of operations and a time log on a format to be approved by the Port, and shall, upon request, promptly provide to the Port a daily copy of such log. Among other things, such log shall precisely specify the time of commencing work and the time of termination of work. Contractor shall record the times and the duration of all shutdowns for any purpose during the workday.
8. PERMITS: The Contractor shall pay for, obtain, and satisfy all necessary permits to undertake the work as contemplated by this Agreement unless specified otherwise in the bid documents.
9. AGENCY NOTIFICATIONS: Contractor shall give appropriate notification to all necessary governmental agencies of its intention to undertake the work contemplated by this Agreement, which notifications shall be in addition to other requirements of said agencies. Contractor shall provide a copy of such notices to the Port.
10. CONTRACT PRICE:  
bid amount + Washington State Sales Tax.  
Price written out here dollars + Washington State Sales Tax, totaling total price.
11. TIME OF COMPLETION AND LIQUIDATED DAMAGES: The work shall be commenced immediately after written notification to proceed by the Port to the Contractor and shall be completed as indicated in paragraph 2, TIME OF PERFORMANCE.

Unless there shall have been an extension of time granted by the Port, for each calendar day after the above time expires, for the completion of the work that remains uncompleted, the Contractor shall pay the Port the sum of \$\_\_\_\_\_ as fixed, agreed liquidated damages, and this sum is not to be in any sense a penalty. In the event of an extension of time, the Contractor shall pay the Port as liquidated damages specified amount per day for each day that the work remains uncompleted beyond the date or time fixed by the extension of time.

The Contractor does hereby authorize the Port to deduct such liquidated damages from the amount due or to become due the Contractor. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligations and liabilities in respect to the fulfillment of the entire contract.

12. PAYMENT: Payment shall be made monthly and upon completion of all work. Contractor shall submit, prior to the 5<sup>th</sup> of each month, a request for payment which clearly itemizes the work that has been completed and references the applicable Port of Shelton work order number. Port staff will verify the information and submit the request, minus that portion which must be retained by

law, to the Port Commission for approval at the regularly scheduled meeting held on the 3<sup>rd</sup> Tuesday of each month. Payment will then be made.

13. STATUS OF CONTRACTOR: Contractor is an independent contractor and is not the agent, servant or employee of the Port. Contractor shall pay all items of expense in connection with his performance of this Agreement when such items of expense become due.

14. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign this Agreement or any interest therein nor subcontract the whole or any portion of the work contemplated by this Agreement, nor may any interest hereunder be assigned or transferable by operation of law, or by any process or proceedings of any court or otherwise, without the prior written consent of the Port. The Contractor shall, when intending to use subcontractors, provide the Port with a Payment Bond as well as the list of the proposed subcontractors to be used to the Port for approval prior to any subcontracting.

15. SUBCONTRACTOR RESPONSIBILITY:

A. The Contractor shall include the language of this section 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 Port, the Contractor shall promptly provide documentation to the Port demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors, regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- 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:
  - i. Have Industrial Insurance coverage (workers' compensation) coverage for the bidder's employees working in Washington as required in Title 51 RCW;
  - ii. Have a Washington Employment Security Department number as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
  - iv. An electrical contractor license, if required by Chapter 19.28 RCW;



- v. An elevator contractor license, if required by Chapter 70.87 RCW.
  - C. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
  - D. *(Optional) Add applicable optional criteria identified in the bid documents here.*
16. **NON-WAIVER OF BREACH**: Failure of the Port to insist upon the strict performance of any of the covenants of this Agreement or failure to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any other covenant of this Agreement or any subsequent default of same covenant or condition.
17. **INDEMNIFICATION**: The Contractor shall protect, indemnify and hold harmless the Port from any demand of whatsoever nature for loss, damage or injury caused to persons or property, including property of the Port, arising out of this Agreement. The Contractor shall defend, hold and save the Port harmless from all liability and/or expense, including expense of litigation in connection with actual or alleged injury or damage.
18. **INSOLVENCY**: If contractor shall file a petition in bankruptcy, or if Contractor shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Contractor shall be appointed in any proceeding brought by or against the Contractor, or if Contractor shall make an assignment for benefit of creditors, the Port may, at its option, terminate this Agreement at any time.
19. **TERMINATION FOR DEFAULT**: Time is of the essence of this Agreement. In the event Contractor shall fail to keep and perform any of the covenants or conditions of this Agreement contained, or should Contractor for any reason be unwilling or unable to carry out said Agreement, then the Port may cancel this Agreement upon giving Contractor three (3) days notice in writing.
19. **NOTICES**: All notices hereunder may be deliverable in person or mailed. The Port's mailing address shall be: **21 W Sanderson Way, Shelton, WA 98584**. The Contractor's mailing address shall be **put in contractor's address here**. Such notices may be sent to the address of either party as each may advise the other from time to time in writing. Notices sent by mail shall be deemed to have been given when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing thereof.
20. **ATTORNEY FEES FOR BREACH**: In the event of a breach of the contract by either party, the breaching party shall be liable to the non-breaching party for all damages sustained as a result thereof, including consequential damages, reasonable legal expenses incurred, expert witness fees and any costs of suit.

## 21. INSURANCE & LIABILITY

The Contractor shall procure and maintain during the life of this contract such insurance as shall protect him and any subcontractor performing work covered by this contract from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations are performed by himself or by any subcontractor or by anyone directly employed by either of them.

Insurance must be placed with commercial insurance companies licensed to do business in the State of Washington and which possess minimum financial standards of A.M. Best Company, A:VI or better. Certificates of Insurance for all insurance shall be filed with the Port of Shelton naming the Port of Shelton, its officers, employees, board, and volunteers as Additional Insured. The policy amount shall be \$1,000,000 combined single limit.

All insurance policies by the contractor shall provide (1) that the policies shall not be canceled or the amount thereof reduced without forty-five (45) days prior written notice to the Port of Shelton, and (2) that forty-five (45) days prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.

## 22. PREVAILING WAGE

It is the sole responsibility of the contractor and subcontractors to assign the appropriate classifications to all laborers, workmen or mechanics performing any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the contractor from the Industrial Statistician of the Department of Labor and Industries, Prevailing Wage Office, P.O. Box 44540, Olympia, Washington 98504-4540, (360) 902-5335, or go to their website at

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/Printable/default.asp>.

## 23. PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BONDS

Prior to execution of the contract, the Contractor 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 Owner and in the amount of one hundred percent (100%) of the contract. The bidder shall require the attorney-of-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power-of-attorney indicating the monetary limit of such power.

For contracts under \$25,000 (including sales tax), in lieu of a performance bond, the Contractor may provide written and signed request to have the Port retain 50% of the contract price for 30 days following completion of all work or receipt of all

necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

For work that has no subcontractors and is \$2,499.99 or less (including WSST), the Port will file a combined Intent/Affidavit form signed by the Contractor following completion of the work (this eliminates the \$80.00 filing fee). Payment will be made in a single payment following completion of the work *to the Port's satisfaction* and receipt of the signed combined Intent/Affidavit form.

24. ENTIRE AGREEMENT: This Agreement, and all other documents stated in paragraph 4, CONTRACT DOCUMENTS, shall constitute the whole Agreement between the Port and the Contractor. No modification or amendment to this Agreement shall be valid without written approval by the Port and the Contractor.

25. BINDING EFFECT: This Agreement shall be binding upon each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

**PORT OF SHELTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Managing Director