Grant County, Washington, by and through the Board of County Commissioners, is seeking to enter into a contractual agreement with the qualifying low bidder for the scraping, containment and disposal of paint, and painting of the County Health District Facility, 1038 West Ivy St. Moses Lake, WA. 98837.

**New Training Requirement for Businesses**

Beginning July 1, 2019, all businesses are required to have training before bidding and/or performing work on public works projects. In 2018, the legislature passed ESSHB 1673 (app.leg.wa.gov) adding this training requirement to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020 (app.leg.wa.gov).

To see if your company is exempt, select the following link, search for your company either by name or by your UBI. Once found, select your company and open the section labeled "Public Works Requirements" This section will tell you if your company requires training or is exempt.

[https://secure.lni.wa.gov/verify/](https://secure.lni.wa.gov/verify/)

Failure to set forth any item in the RFB Packet without taking exception may be grounds for rejection. Grant County reserves the right to reject all bids and to waive any informality.

If your company is interested and qualified, please submit one original and one (2) copies of your bid in a sealed envelope clearly marked and delivered to the Grant County Board of Commissioner’s office with the project title “Grant County Project FM1913” by 3:30 p.m. (PST) on Thursday October 3rd, 2019 to:

Kevin Schmidt, Facilities and Maintenance Manager  
PO Box 37  
35 C Street NW  
Ephrata, WA 98823

Late bids and/or bids submitted via e-mail or facsimile will not be accepted.

Bids will be opened at 3:30 p.m. (PST) on Thursday October 3rd, 2019 in the Grant County Commissioners’ offices, located on the 2nd floor of the Grant County Courthouse Annex located at 35 C Street NW in Ephrata, Washington.

Grant County is an equal opportunity employer and this invitation extends to all qualifying individuals/companies, including those that are minority and woman-owned.

Should you have any questions about the bid process and/or instructions, please contact The Facilities and Maintenance Manager directly at 509-754-2011 ext. 3272. Thank you in advance for your courtesies.

Sincerely,

Kevin Schmidt  
Facilities and Maintenance Manager  
cc: Board of County Commissioners

Kevin Schmidt  
Facilities & Maintenance Manager  
kschmidt@grantcountywa.gov

“To meet current and future needs, serving together with public and private entities, while fostering a respectful and successful work environment”
1. GENERAL RFB INFORMATION

1.1 RFB Notices and Posting Location
Grant County is statutorily authorized to dispense with public bidding as the County utilizes a state run roster to solicit bids. If your company is qualified and interested it must be a member of the MRSC roster prior to the opening of any submitted bid. After the bid opening and a selection is made, the bid opening log and bid information will be posted on Grant County’s web site www.grantcountywa.gov

1.1a Note:
It is the responsibility of RFB respondents/vendors to contact the County for any addendums or answers to technical questions. A question/answer log is generated with the first question received and communicated via the email address found on the MRSC website to all interested vendors.

1.2 Objective of this RFB
The purpose of this Request for Bids is to secure the services to scrape and apply lead paint encapsulating primer in accordance with Washington State Policy and Regulations to the exterior of the Grant County Health District building located at 1038 W Ivy Street Moses Lake, Washington. The expected outcome of the project is all loose paint is to be removed and captured, properly disposed of and the wood exterior be primed for painting by an EPA RRP certified contractor following the RRP guidelines and rules. The project is to be completed by November 15th, 2019

Though not required it is highly recommended that a walk-through of the site be conducted by interested contractors at 1038 W. Ivy St Moses Lake, Wa. Please call ahead to schedule a walk thru. All walk-throughs are to be completed by September 26th.

1.3 RFB Organization
The RFB is composed of six (6) sections with 3 appendices, organized as follows:
1.4 RFB Official Contact(s)
Upon release of this RFB, all vendor communications must be directed to the RFB Official Contacts listed below. Unauthorized contact regarding this RFB with other County employees may result in disqualification. Any oral communications are discouraged and will be considered unofficial and non-binding on the County. Vendors may only rely upon written statements issued by the appropriate RFB Official Contact:

Kevin Schmidt
Facilities and Maintenance Manager
509-754-2011-3272
Kschmidt@grantcountywa.gov

1.5 Questions Regarding the RFB
Vendors who request a clarification of the RFB requirements may submit written questions to the appropriate RFB Official Contact by mail or e-mail. The deadline for receipt of technical questions is September 27th, 2019, at 5:00 p.m. (PST). Questions received and answers to those questions will be sent via email to all MRSC member who received the original invitation. (See Section 1.1 above).

1.6 Bidder Responsibility Criteria (RCW 39.04.350)
A responsive bidder must meet the bidder responsibility criteria as set out in RCW 39.04.350, *Bidder responsibility criteria – Supplemental criteria:*

*Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:*

**ATTENTION:**

### New Training Requirement for Businesses

Beginning July 1, 2019, all businesses are required to have training before bidding and/or performing work on public works projects. Earlier this year, the legislature passed ESSHB 1673 (app.leg.wa.gov) adding this training requirement to the responsible bidder criteria in RCW 39.04.350 (app.leg.wa.gov). Please see the following link or contact the WA. State department of Labor and Industries for more information.

http://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp

1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW; AND
2. Have a current state unified business identifier number; AND
3. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; AND
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); AND

1.6b A bid bond at five (5%) of the proposed bid price as required by RCW 36.32.235 shall accompany the bid.

2. **BID PREPARATION AND SUBMISSION**

2.1 General Information

2.1a All respondents should read the entire RFB Packet carefully. Failure to comply with instructions may result in a bid being disqualified from consideration by the County.

2.2 Bid Submittal, Format, Misc.

2.2a All bid submittals, consisting of one original and two (2) copies, must be received by the County via mail, recognized carrier, or hand delivery no later than 3:30 p.m. (PST) on October 3rd, 2019, as displayed on Grant County’s official time/date stamp located in the Office of the Board of County Commissioners. Late bid submittals and/or bid submittals submitted via e-mail or facsimile will not be considered.

2.2b All bids must be received by the County in a sealed envelope clearly marked with the project title “Grant County Project FM1913” and be directed to:

**Kevin Schmidt**  
Facilities and Maintenance Manager  
509-754-2011-3272  
Kschmidt@grantcountywa.gov

2.2c Costs of preparation and presentation of the bid will be borne by the vendor.
2.2d Bids must be typed/computer generated or written in such a manner as to be clearly legible; any bid that contains illegible information and/or dollar amounts subject to interpretation will render the entire bid to be designated “Non-responsive” as it will not allow the County to confidently compare bid prices.

2.2e A cover letter is required, as set forth in Section 3.1 below.

2.2f Bids should contain straightforward and concise descriptions of the vendor’s capabilities to satisfy the requirements of this RFB Packet. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

2.2g Grant County requires a signed, completed Grant County bid form with each qualifying bid submittal packet. The Grant County Bid Proposal form is located in Appendix A.

2.2h Bids must include itemized breakdowns of all costs and include all fees if required.

2.2i Bids must show numerical dollar amounts with decimal and commas (as appropriate). Any required pricing breakdown that indicates “No Bid” or similar wording or is left blank will render the entire bid to be designated “Non-responsive” as it will not allow the County to confidently compare bid prices.

2.2j Mathematical calculations/totals on all bids will be checked by Grant County, and the County has the authority to correct any mathematical errors it identifies. For this reason, bids that appear to be higher or lower than others immediately upon bid opening may not be accurate. Grant County will not post the bid results until after the mathematical verification and totals check has been completed on each bid. Should any mathematical errors in submittals be identified, the County will notify the affected responders and the bid posting will reflect any necessary changes to the bid total(s).

2.2k In the event of a low bid tie between qualifying vendors after verification of mathematical calculations/totals, a random method – such as a coin toss – to determine the low bid will be utilized.

2.2l A request for awarding a contract/agreement to be signed by the qualifying low bidder will be made by the Grant County Central Facilities department to the Board of County Commissioners as set forth in Section 2.3a below.

2.2m This request does not constitute an offer of employment or to contract for services

2.2n The County reserves the option to reject any or all bids, wholly or in part, received by reason of this request.

2.2o The County reserves the option to retain all bids, whether selected or rejected. Once submitted, the bids and any supplemental documents become the property of the County.

2.2p All bids shall remain firm for ninety (90) days following the closing date for receipt of proposals.

2.2q Bids without a BID-BOND will be deemed Non-Responsive

2.3 **Bid Evaluations**

2.3a The County will evaluate bids and determine responsiveness as follows:
Grant County Facilities will perform an initial screening of each bid to determine responsiveness. A bid deemed responsive is one that materially conforms to the instructions/requirements of this RFB Packet, including the bidder meeting the requirements of a responsible bidder pursuant to RCW 39.04.3560 (See Section 1.6 above).

The County reserves the right to reject or accept any bid with immaterial irregularities.

Bid pricing must be itemized and submitted on all required items set forth in Section 4, Project Requirements and Scope of Work, and be completed on The Grant County Bid Proposal form, which serves as Appendix A to this RFB.

Once Grant County has determined that a bid is responsive and mathematical calculations on the bid have been checked and/or corrected pursuant to paragraph 2.2j above, it will be compared to other responsive bid(s). All bids regardless of alternates will be awarded on the “base” bid information.

2.3b The responsible individual/company (pursuant to RCW 39.04.350) with the lowest responsive bid as set forth in this section will be named as the apparent successful bidder and recommended to the Board of County Commissioners for award of the contract.

2.3c Bid Preparation Instructions
Bids must conform to all the requirements of this RFB Packet.

3. VENDOR INFORMATION
Bid submittals shall contain the following information and conform to the following requirements:

3.1 Signature and Representations
All bids must include a cover letter signed by an official of the company authorized to bind the company to the bid and pricing.

3.1a The signed cover letter must contain the following statements, without alteration:

*The bid’s pricing shall be valid and binding for Ninety (90) days following the RFB response due date and will become part of any contract with the County unless revisions, additions and/or deletions are expressly negotiated.*

*It is acknowledged that this bid is subject to public disclosure under the Public Records Act and may be released in total as public information in accordance with Washington law. Any and all information believed to be proprietary and exempt from public disclosure has been plainly and clearly marked or otherwise identified.*

3.1b Company Information
The cover letter shall include the company name, address, telephone number, federal employer tax number and Washington state business registration number (UBI). Provide the name, title, address and telephone number of the contact person authorized to represent the company and to whom correspondence should be directed.

3.1c Subcontractors
The cover letter shall indicate and specify whether or not subcontractor(s) will be used for demolition of old sidewalks, the replacement of sidewalks, and/or clean up and disposal, etc.
Contractor assumes liability that, in accordance with Washington law, all subcontractors are required to file intents and affidavits for prevailing wage work just as the prime contractor shall do. Furthermore it is understood that five percent (5%) retainage is withheld until a Notice of Completion is accepted by the following agencies with notification given to Grant County: the Washington State Department of Labor & Industries, Employment Securities, and the Department of Revenue. Only after Grant County is notified of this acceptance by all three agencies will the retainage be released.

3.2 Warranties
Provide all warranty and exclusion of warranty language for the product(s).

4. PROJECT REQUIREMENTS AND SCOPE OF WORK

4.1 The requirements of this project is to scrape and apply a recognized and approved lead paint encapsulating primer in accordance with Washington State Policy and Regulations to the exterior of the Grant County Health District building located at 1038 W Ivy Street Moses Lake, Washington. All wood surfaces on the exterior are part of the scope including the soffit and fascia for the raised steep roof section. There is also several sections of soffit wood that will need to be removed and disposed of due to degradation. Grant County will purchase and replace the removed sections. The expected outcome of the project is all loose paint is to be removed and captured, properly disposed of and the wood exterior be primed for painting and encapsulating any remaining paint. The work shall be conducted by a RRP certified contractor following the RRP guidelines and rules. The project is to be completed by November 15th, 2019

The contractor shall provide all material, labor, equipment, tools, supervision, and whatsoever else is necessary to accomplish the following:
- Develop plan with timeline to work in designated areas and at certain times to be able coordinate with personnel to vacate areas as needed. Work may not be able to be done during some time frames due to employee and customer safety and impact to work environment.
- Safely take equipment out of service to do the work, if needed.
- Means to safely access roofs and provide site safety plan for duration of project.
- Disposal of all materials related to the job.
- Cost of disposal of items related to the project.
- Clean up of all areas affected by work related to job.
- Containers to properly store and haul all job related materials, solid and liquid, for disposal.
- Generators to supply power to equipment.

4.2 Code Requirements – Work performed will be permitted as required through Grant County, Washington and must comply with, but not limited to, all Grant County codes and ordinances. If any permits are deemed necessary by the City of Moses Lake, Contractor will be responsible for required permits.

4.2a Advanced Coordination/Timeliness - This project is safety and facility access sensitive and will require advanced coordination with the Facilities and Maintenance Manager to complete the project in a timely manner while ensuring the safety of operations and continuation of access to the facility by the public.

4.3 Completion of Work – Prior to the County’s acceptance of the work, the prime contractor must complete and/or ensure that all subcontractor work is completed to finish quality and that all surplus and/or rejected materials and unsightly objects such as stones, limbs, roofing materials, lumber, plywood, concrete, etc. have been removed from the site, properly disposed of, and that all cleanup has been accomplished and the site is of a neat appearance.
5. PRICE AND PAYMENT PROPOSAL INSTRUCTIONS

5.1 Fees and Insurance

5.1a Propose all fixed fees and/or hourly rates of pay, as appropriate, for implementation of services as described within the RFP.

5.1b On the forms included in the Contract Provisions, the Contractor shall furnish a **performance bond**, which guarantees the Contractor’s faithful performance of the Contract, and a labor and material **payment bond**, which guarantees the Contractor’s payment for all tax’s, labor, material, Subcontractors and material and equipment suppliers. Each bond shall have a penal sum in the full amount of the Contract price, including sales tax. The labor and material payment bond shall remain in force until the Contract Completion Date, and for such period of time thereafter during which the law allows claims to be filed and finally resolved by litigation. In addition to securing the faithful performance of all Contractors obligations under the Contract, the performance bond shall remain in force for a period of at least two years after the Substantial Completion Date, with respect to defective workmanship, equipment, and materials, and shall otherwise secure all other obligations of the Contractor throughout all periods of limitation and repose. The Contractor shall be required to provide extended warranties for specific materials or equipment as indicated further in the Contract Provisions. The required performance bond and labor and material payment bond shall each be issued by a corporate surety company acceptable to the Owner and authorized to do business in the state in which the work is located.

5.1c Within five (5) business days after final signatures are obtained on the contract, the individual/agency shall provide the County with a **certificate of liability insurance** naming Grant County and its employees and officers as additionally named insured. Said insurance shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. Proof of insurance should be directed to the County’s Central Services Coordinator (contact information is located on page 4 of 16).

5.2 Indemnification

The individual/agency shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

It is the intent of the parties to provide the County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained within the contract are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from the contract and the remaining language shall be given full force and effect.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the individual/agency, or its agents, employees, or other independent contractors directly responsible to individual/agency including, but not limited to the following:

5.2a Violation of statute, ordinance, or regulation;

5.2b Willful, intentional or other wrongful acts, or failures to act;

5.2c Negligence or recklessness;
5.2d Furnishing of defective or dangerous products;
5.2e Premises liability;
5.2f Strict Liability;
5.2g Violation of civil rights; and/or
5.2h Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, Washington State Board of Tax Appeals or any other Washington public entity responsible for collecting payroll taxes, when the agency/firm is not an independent contractor.

5.3 **Price Proposal**

5.3a Payment will be made for all items complete and accepted on the unit or lump sum prices as stated in the proposal and measured and previously stated. The sum of each payment shall be full compensation for all materials, labor, and other costs to the Contractor.

5.3b Contractor is aware that this project is a “public work” as defined by RCW 39.04 and WAC 296-127 and is subject to the prevailing wage laws of the State of Washington. The qualifying low bid Contractor will be required to produce Certified Payroll Records to Grant County or Labor and Industries upon request. A five percent (5%) retainage will be withheld as referenced in Section 3.3.

5.3c A preconstruction meeting between the successful bidder and representatives of Grant County will be required before a Notice to Proceed is issued to discuss planning, safety, and workflow.

5.3d The proposal shall include the cost of all material, labor, engineering, surveying, milling, grading, saw cutting, clean up, maintenance of traffic, hauling, disposal of any and all material removed or installed, mobilization, and all other fees and costs if applicable required to complete this project.

5.3e The contractor shall provide a warranty and the proposal shall describe in detail the duration, terms and conditions of the proposed warranty. The proposal shall include the contractor’s complete terms and payment schedule. Grant County will inspect all work.

**6. POST BID SUBMITTALS**

6.1 **Claims of Error**

6.1a Any claim of bid error by a respondent that occurs within twenty-four (24) hours of bid opening must be:

1. Submitted in writing;
2. Marked “URGENT”;
3. Addressed to the County’s Facilities and Maintenance Manager, Kevin Schmidt;
4. Delivered to and in the care of the Office of the Board of County Commissioners, located on the 2nd floor of the Grant County Courthouse at 35 C Street NW in Ephrata, Washington;
5. Identify the project bid and date of bid opening; and
6. Request authorization for withdrawal of the bid.
6.1b Grant County will automatically approve, in writing, any such timely and properly reported bid error and request for bid withdrawal it receives. The withdrawn bid will be identified as such in the County’s records and the submitted packet will remain a public record within the County’s records pursuant to Washington State’s Public Disclosure Act.

6.1c Grant County reserves the right to give consideration to any claim of bid error not meeting the criteria set forth in Section 6.1 paragraph 6.1a if doing so is believed by the County to be in the best interest of the County and the public it serves.

6.2 Bid Protests
The deadline for appealing a determination that a bidder is not responsible as set forth in Section 1.6 above must occur within twenty-four (24) hours of the bid opening and be:

1. Submitted in writing;
2. Marked “URGENT”;
3. Addressed to the County’s Facilities and Maintenance Manager, Kevin Schmidt;
4. Delivered to and in the care of the Office of the Board of County Commissioners, located on the 2nd floor of the Grant County Courthouse at 35 C Street NW in Ephrata, Washington;
5. Identify the project bid and date of bid opening; and
6. Identify the purported non-qualifying bidder and the applicable sections of RCW 39.04.350 which render that bidder non-qualifying.

6.2a Grant County will have three (3) working days to make a determination as to the apparent qualifying low bidder’s meeting or not meeting the requirements of RCW 39.04.350 and the reason(s) for the determination.

6.3 Determination of Non-Responsible Bidder

6.3a Should Grant County determine that a bidder does not meet the requirements of a responsible bidder pursuant to RCW 39.04.3560, it will provide, in writing, the reason(s) for the determination. The bidder may appeal the determination within three (3) working days by presenting additional information to Grant County. The County will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Grant County may not and will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.
APPENDIX A
(Page A-1)

Project Name: Grant County Health District Facility Exterior Paint  Project No.: FM1913
Name of Firm: UBI: ____________

GRANT COUNTY FACILITIES AND MAINTENANCE
35 C STREET NW
EPHRATA WA, 98823
509-754-2011 EXT. 3272

BID PROPOSAL

In compliance with the contract documents, the following bid proposal is submitted:

1) BASE BID for furnishing all labor, materials, equipment, and all else whatsoever necessary to complete the objectives detailed in the scope and objectives in Section 4.1 of the RFB.

$_________________
(Do not include Washington State Sales Tax)

Washington State Sales Tax @ 8.2% $_________________

TOTAL $_________________

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct

SIGNATURE OF AUTHORIZED REPRESENTATIVE: ____________________________________________

Grant County reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.
APPENDIX B
Project Location
APPENDIX C
Prevailing Wage Table

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

<table>
<thead>
<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
<th>Overtime</th>
<th>Note</th>
<th>*Risk Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant</td>
<td>Painters</td>
<td>Journey Level</td>
<td>$36.87</td>
<td>62</td>
<td>1W</td>
<td>View</td>
<td></td>
</tr>
</tbody>
</table>

Effective Date: 9/20/2019

Benefit Code Key for 9/20/2019

Note: Select View under "Risk Class to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers’ compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

<table>
<thead>
<tr>
<th>Step</th>
<th>Occupation</th>
<th>Begin Hours</th>
<th>End Hours</th>
<th>Apprentice Wage</th>
<th>Holiday</th>
<th>Overtime</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Painter and Decorator</td>
<td>1</td>
<td>1000</td>
<td>$23.24</td>
<td>62</td>
<td>1W</td>
<td></td>
</tr>
<tr>
<td>Step 2</td>
<td>Painter and Decorator</td>
<td>1001</td>
<td>2000</td>
<td>$27.03</td>
<td>62</td>
<td>1W</td>
<td></td>
</tr>
<tr>
<td>Step 3</td>
<td>Painter and Decorator</td>
<td>2001</td>
<td>3000</td>
<td>$28.74</td>
<td>62</td>
<td>1W</td>
<td></td>
</tr>
<tr>
<td>Step 4</td>
<td>Painter and Decorator</td>
<td>3001</td>
<td>4000</td>
<td>$32.03</td>
<td>62</td>
<td>1W</td>
<td></td>
</tr>
<tr>
<td>Step 5</td>
<td>Painter and Decorator</td>
<td>4001</td>
<td>5000</td>
<td>$33.24</td>
<td>62</td>
<td>1W</td>
<td></td>
</tr>
<tr>
<td>Step 6</td>
<td>Painter and Decorator</td>
<td>5001</td>
<td>6000</td>
<td>$35.66</td>
<td>62</td>
<td>1W</td>
<td></td>
</tr>
</tbody>
</table>