



Grant County Fairgrounds  
3953 Airway Dr NE  
Moses Lake WA 98837-1029  
(509) 765-3581 Fax: (509) 766-7940  
[www.gcfairgrounds.com](http://www.gcfairgrounds.com)  
[grantcountyfairgrounds@co.grant.wa.us](mailto:grantcountyfairgrounds@co.grant.wa.us)

## **REQUEST FOR PROPOSALS**

FOR

**GRANT COUNTY FAIRGROUNDS (GCFG),**

**COMMERCIAL BUILDING HVAC**

**Project Number GCFG 15-01**

### **PROPOSAL OPENING:**

WHERE: GCFG, Building 4 – Fair Office  
DATE: Tuesday, March 31<sup>st</sup>, 2015  
TIME: 3:00 pm

## REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Grant County Fairgrounds will open sealed Proposals and publicly read them aloud at 3:00 pm., on March 27<sup>th</sup>, 2015 at the Grant County Fairgrounds, Building 4, Fair Office, 3953 Airway Drive NE, Moses Lake, Washington, for:

### **GRANT COUNTY FAIRGROUNDS COMMERCIAL BUILDING HVAC**

Sealed proposals must be delivered to the Fairgrounds Office (Building 4, Fair Office, 3953 Airway Drive NE, Moses Lake, WA 98837-1029) **no later than 2:00:00 p.m.** on the date specified for opening in an envelope clearly marked with the official time clock located in the GCFG Office.

**Sealed proposal shall be marked with**

**PROPOSAL FOR:**  
**GRANT COUNTY FAIRGROUNDS COMMERCIAL BUILDING HVAC**  
**Project GCFG 15-01**

Each proposal shall be in accordance with the proposal requirements, scope of work, and instruction to proposer listed in this RFP. Contact person is Jerry Gingrich, Fairgrounds Manager (509) 765-3581 X4613. Grant County reserves the right to reject any or all proposals and to waive all informalities.

### **REQUEST FOR PROPOSAL REQUIREMENTS**

The Grant County Fairgrounds, located within Grant County Washington, by and through the Board of County Commissioners, is seeking to gather proposals for and, select the design and installation of a new Heating, Ventilation, and Air Conditioning (HVAC) system for the Commercial Building located on the Grant County Fairgrounds. The chosen design will be installed on/in the Commercial Building, a 13,000 square foot expo style building.

#### **Delivery Requirements:**

Any proposals received after the stated date and time will not be considered. It shall be the sole responsibility of each proposer to have their proposals delivered to the GCFG for receipt on or before the stated date and time. If a proposal is sent by mail, the proposer assumes the risk and responsibility for its timely delivery to the GCFG.

#### **RFP tentative Timeline:**

Please Note: Dates listed in the below table are dates for planning purposes, and to represent the County's desired timeline for implementing this project. Any revision to the *Due Date* for vendor submission will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

	Date	Time (PST)
RFP Published	March 9 <sup>th</sup> , 2015	
RFP Mandatory Visit	No Scheduled Site Visit	
RFP Questions Due	March 20 <sup>th</sup> , 2015	5:00 p.m.
RFP Questions & Answers Published	March 23 <sup>rd</sup> , 2015	5:00 p.m.
Thank You & Intent to Award Letters	March 31 <sup>st</sup> , 2015	

**Clarification and Addenda:**

Each proposer shall examine requests for proposal documents and shall judge all matters relating to the adequacy of such document. Any requests concerning clarification, interpretation, or additional information pertaining to the RFP shall be made to Jerry Gingrich, Grant County Fairgrounds Manager - Grant County Fairgrounds, 3953 Airway Drive NE, Moses Lake, WA 98837-1029.

If any addenda are issued to this proposal, the GCFG shall attempt to notify all prospective proposers. However, it shall be the responsibility of each proposer, prior to submitting the proposal, to contact the GCFG Manager to determine if any addenda were issued and to make such addenda part of the proposal.

**Miscellaneous:**

Work is expected to proceed once a contractor is selected, has met all requirements as a responsive contractor and an approved intent to pay prevailing wage is received from labor and industries. *This is a time sensitive project and must be completed by June 30<sup>th</sup> 2015*

Building must be able to be utilized for previous scheduled events during HVAC renovation. Schedule of events will be provided to selected contractor.

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall possess the legal authority to bind the proposer to the submitted proposal.

All expenses for making proposals to the County are to be borne by the proposer, with the express understanding that no claims against the County or the Fairgrounds for reimbursement will be accepted. All proposals become the property of the County and will not be returned to the proposer.

**Reserved Rights:**

The County reserves the right to accept and/or reject any and/or all proposals, to waive irregularities and technicalities, issue addenda, or take whatever other action it deems in its best interest. There is no obligation on the part of the County to award a contract to the lowest proposer.

The County shall be the sole judge of a proposal and its decision shall be final. The County also reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or services provided. Information the County deems necessary

shall be provided by the proposer. The County reserves the right to reject any or all proposals/bids, waive informalities, and to contract as the best interests of the County may appear. In making awards, consideration will be given to factors of prices quoted, delivery, quality of service and suitability for County purposes. The County will have the final authority to name the successful proposer.

### **Scope of Work**

General Overview – Grant County Fairgrounds is requesting design, pricing for materials, labor, and installation of a new HVAC system for the Commercial Building located on the west side of the Grant County Fairgrounds between the 4-H and Agriculture Buildings in Moses Lake, WA. The HVAC system should be designed to allow building utilization for year-around events. The HVAC system should be ground mounted to reduce the weight load on the building. Contractor is responsible for generating plans, obtaining building permits, and whatsoever else necessary to provide a complete bid to the County. Grant County is open to various designs and will choose the design that is of the best value and best meets the intent of the County. It is strongly suggested that the contractor walk the site as needed to provide a complete bid. All work must be completed and billed *no later than 30 June 2014*.

Scope Specifics Include:

- Complete Design and installation of HVAC system for 13,000 Sq. Foot building
- Removal of X numbers of swamp coolers currently installed on roof
- Patching of existing roof penetrations (once swamp coolers are removed)
- Controls for HVAC system to include remote operation

### **Instructions to Proposers**

The “COUNTY” is the owner and at all times acts through its Board of County Commissioners. The contact representative for the COUNTY will be Jerry Gingrich, Fairgrounds Manager or his designee.

#### **1. Examination of Site**

It is mutually agreed that submission of a proposal shall be considered evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered, and as to the requirements of the specifications and other contract documents.

Failure to take this precaution will not release the successful bidder from entering into contracts nor excuse him from performing the work in strict accordance with the terms of the contract. CONTRACTOR shall employ, so far as possible, such methods and means in the carrying out of his work as will not cause and interruption or interference with any other contractor

#### **2. Interpretation of Proposed Contract**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the COUNTY a written request for an interpretation thereof. The person submitting the

request shall be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The COUNTY will not be responsible for any other explanations or interpretations of the proposed documents. All requests for interpretations shall be received by the COUNTY not later than seven (7) calendar days prior to bid opening time.

### **3. Laws and Regulations**

The bidder is assumed to be familiar with all Federal, State and County laws and regulations which in any manner affect those engaged or employed in the work, or in the materials and equipment used in the proposed work or which in any way affect the conduct of work, and no pleas of misunderstanding will be considered on account of ignorance thereof. Prevailing wage laws apply to contracted work with Grant County.

Should the bidders discover any provision in the specifications or other contract documents which are contrary to or inconsistent with any law, any such correction to the specifications or other contract documents resulting will be answered by addendum addressed to all bidders.

### **4. Evidence of Qualifications**

A bidder whose proposal is under consideration shall, upon request, within 2 business days, furnish satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of his contract. The contacted bidder will furnish: (1) Similar contracts performed in the last 12 months, (2) Contact name and number for those contracts, (3) Evidence of adequate equipment and personnel for timely completion of work, (4) List of 5 references, including governmental references if available.

### **5. Prohibition of Alterations**

Except as otherwise provided herein, proposals which are incomplete, or which are conditioned in any way, or contain erasures, alteration, or items not called for in the proposal, or which are not in conformity to the laws, may be rejected as informal.

### **6. Execution of Proposal Forms**

The bidder shall submit his proposal on the forms furnished in the specifications. All blank spaces in the proposal form shall be properly filled in. Any sum of money shown on the proposal form shall cover all work included in the bidding documents together with any addenda thereto, and/or any unit prices called for and/or any alternates called for shall include all items of labor, material, equipment, overhead and compensation to complete all of the work under each particular heading.

Any sum of money shown on the proposal form and any agreed variations thereof shall include all taxes imposed by law, excepting Washington State Sales Tax.

If a proposal is made by a partnership or co-partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signatures of the partners. If the proposal is made by a corporation, it shall be signed in the name of the corporation, followed by the written signature of the officer signing, and the printed or typewritten designation of the

office he holds in the corporation. The address of the bidders shall be typed or printed on the proposal in the space provided. Bidder's Contractor's License registration number must be stated.

#### **7. Modifications of the Proposal**

Modifications of proposals already received will be considered only if the request for the privilege of making such modifications is granted and the modification is made prior to the scheduled closing time for the receipt of the proposals. All modifications must be made in writing over the signature of the bidder.

#### **8. Withdrawal of the Proposal**

At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by written request (on the bidder's letterhead signed by the bidder). If withdrawal is made personally, the person making the withdrawal shall present written request and give proper receipt. No telephonic request for withdrawal of proposal will be considered. After the scheduled closing time for the receipt of proposals, or before award of the contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding that noted in the proposal form. Any bids received after the said scheduled closing time for receipt of bids shall be returned to the bidder unopened.

#### **9. Receipt of Proposals**

Proposals will be received at the time and place stated in the Advertised Request for Proposals. At the time and place set for opening and reading of proposals, each and every proposal (except those which may have been withdrawn in accordance with "Withdrawal of Proposal") received prior to the scheduled closing time for receipt of proposals will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals.

#### **10. Submission of Proposals**

No oral, telephonic or telegraphic proposals will be considered. Each proposal, together with bid information, shall be completely sealed in a separate envelope marked as indicated in the Request for Proposal.

#### **11. Acceptance or Rejection of Proposal**

The COUNTY reserves the right to reject any and /or all proposals. The COUNTY also reserves the right to waive any informalities in connections with said proposal or bid.

#### **12. Contract Documents**

Upon acceptance of the successful bidder's proposal, the COUNTY shall prepare, and the successful bidder shall execute, a contract for the work.

#### **13. Protection of Persons and Property**

It shall be the responsibility of the CONTRACTOR to comply with all requirements of the Occupation Safety and Health Act of 1971 (OSHA) and the Washington Industrial Safety &

Health Act (WISHA). The methods of compliance with safety and health precautions are the responsibility of the CONTRACTOR and are not shown on the contract specifications.

CONTRACTOR shall be governed at all times by applicable provisions of Federal, State and County law(s).

Contractor shall furthermore indemnify and hold harmless the COUNTY and their agents and employees from and against all fines or penalties levied by any public authority for any failure by the contractor to comply with all applicable laws, ordinances, rules, regulations and orders relating to public safety and health.

**14. Evaluation of Proposals**

Evaluation of proposals will be based upon economic factors and (1) experience and responsibility, (2) ability to prosecute the work in a timely manner, (3) other factors as outlined in Section (4) above.

**15. Insurance / Bonds**

Bonds	
Bid	REQUIRED
Payment	REQUIRED
Performance	REQUIRED

With the proposal:

Each proposal shall be accompanied by a certified or cashier's check, payable to the order of the County Treasurer, for a sum not less than five percent of the amount of the proposal, or accompanied by a bid bond in an amount not less than five percent of the proposal with a corporate surety licensed to do business in the state, conditioned that the bidder will pay the district as liquidated damages the amount specified in the bond unless he or she enters into a contract in accordance with his or her proposal and furnishes the performance bond within ten days from the date on which he or she is notified that he or she is the selected proposal. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

Acceptance of Proposal:

The Contractor shall furnish within 10 days of notification of acceptance, 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.

**If a contract is awarded:**

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 Administrative Services Coordinator

The COUNTY assumes no risk of loss by fire to any portion of the work or equipment thereof, whether complete, in process of construction or installation, or stored on the premises during the life of any contract for any portion of the work. The making of partial payments to the CONTRACTOR shall not be construed as creating and insurable interest by or for the COUNTY, or as relieving the various contractors or their sureties of responsibility for loss by fire or other casualty occurring prior to final acceptance of the project. The entire work of the CONTRACTOR shall be at the sole risk of the CONTRACTOR until same shall be promptly repaired, replaced or rebuilt by the CONTRACTOR after any loss or damage.

It is understood that the whole of the work under this contract is to be done at the CONTRACTOR'S risk, and that he has familiarized himself with the conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he is to assume the responsibility and risk of any loss or damage to material or work which may arise from any cause whatsoever prior to completion.

The Loss Clause shall be made payable to the Grant County Treasurer as trustee for the insured.

The inception date of this policy will be the date the CONTRACTOR is ordered by the COUNTY to proceed with the contract.

# PROPOSAL SUMMARY SHEET

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

UBI or Contractor License # \_\_\_\_\_

Name of authorized representative of the above named company: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

BASE BID; for furnishing all labor, materials, equipment, and all else whatsoever necessary to design and install a new Commercial Building HVAC system for Grant County. (Project # GCFG 15-01):

\$ \_\_\_\_\_

APPENDIX B

