



**REQUEST FOR SEALED BIDS**  
**No. 2019-006**

**Project: Othello Site Development**

**Issued: August 22, 2019**

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## SECTION 1. Summary and General Information

**1. Project.** Throughout this Request for Sealed Bids (hereafter the “Request”), the term “Project” shall refer to the services identified and defined as the “Project” in the Project Description, attached as Exhibit A, and as further described and depicted in the Project Plans and Specifications attached as Exhibit B.

**2. Summary.** Inspire Development Centers (IDC) is a Washington nonprofit corporation with its principal office located in Sunnyside, Washington. IDC is requesting sealed bids for the Project, which is being funded through Region XII Head Start, U.S. Department of Health and Human Service and is subject to federal, state, and local rules and regulations.

All bids for the Project shall reflect the amount to be paid to the Contractor to perform the Work described in the Project Description attached as Exhibit A, and in accordance with the Project Plans and Specifications attached as Exhibit B.

**3. Sealed Bid Deadline.** All Sealed Bids will be noted and stamped by time and date of submission. All contractors responding to this solicitation shall have until **4PM PACIFIC STANDARD TIME ON THURSDAY, SEPTEMBER 12, 2019** to submit a fully completed Sealed Bid package.

Sealed Bids will be publically opened and recorded at **4PM PACIFIC STANDARD TIME ON THURSDAY, SEPTEMBER 12, 2019** at Inspire Development Center’s Corporate Office located at 105 B South 6<sup>th</sup> Street, Sunnyside WA.

**4. Submission Requirements.** Sealed Bids may be submitted electronically to the following email address: [procurement@inspirecenters.org](mailto:procurement@inspirecenters.org) by the bid deadline. Bids may also be mailed or delivered to: Inspire Development Centers, 105 B South 6<sup>th</sup> Street, Sunnyside, WA 98944 clearly labeled as **2019-006 Othello Site Development.**

**5. Conditions of Sealed Bid.** All costs incurred in the preparation of a bid responding to this RFB will be the responsibility of the Contractor and will not be reimbursed by IDC.

### **6. Key Dates**

Available dates for Site Inspections	Bid Open Date to Day prior to Bid Closure M-F 8am-4pm except Holidays Call to Schedule – Nathan Radach, 509-840-3271
Response Due Date and Public Bid Opening	<b>Thursday, September 12, 2019, 4PM PST</b>
Award and Contract (reasonable estimation)	5-10 Days after Bid has closed
Project Completion Date (reasonable estimation)	See Section 3 Bid Form

### **7. Contact Information**

Project inquiries please contact Nathan Radach at 509-840-3271 or by email at [Nathan.radach@inspirecenters.org](mailto:Nathan.radach@inspirecenters.org).

General inquiries please contact IDC’s Purchasing Department at 509-837-2225 or by email at [Procurement@inspirecenters.org](mailto:Procurement@inspirecenters.org).

## SECTION 2. Sealed Bid General Terms and Requirements

1. **Cost of Contract Documents (plans & specifications).** All plans and specifications for the project are attached as Exhibit B and shall be provided to each bidder free of charge.

2. **Method of Award.** IDC will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this Request. A firm fixed price contract will be awarded to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of this Request, is the lowest price. In making its determination of whether to award a contract, IDC will also consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The final decision whether to make and award will be in IDC's sole and absolute discretion, and any or all bids may be rejected by IDC for any sound, documented reason.

3. **Bonding/Bid Guarantee Requirements.** The following shall be required by each bidder for contracts exceeding \$250,000.

a. *5% Bid Guarantee* - A bid guarantee equivalent to 5% of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. *Performance Bond* - A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. *Payment Bond* - A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All of the above bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223.

4. **Contract Requirements.** The successful bidder shall be required to enter into the contract substantially in the form attached as Exhibit D (hereafter the "Form Contract"), which should be reviewed carefully by each bidder prior to submitting a bid. Submittal of your bid is a confirmation that you have reviewed the Contract and are able to comply with applicable provisions of the contract including insurance requirements (See Section 11) and all applicable Federal Regulations (See Section 16).

5. **Federal Davis Bacon Prevailing Wage Rates.** As further detailed in Section 16(b) of the Form Contract, a successful bidder will be required to comply with prevailing wage laws required by the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). A copy of the current prevailing wage determination issued by the Department of Labor is attached to this Request as Exhibit C. By submitting a bid, the Contractor acknowledges that a condition to being selected as the successful bidder for the Project is full acceptance of the wage determination issued by the Department of Labor attached as Exhibit C.

6. **Sub-Contractors.** All sub-contractors that the Contractor intends to use for the Project must be identified with the Sub-Contractor's Name and License Number on your bid.

**SECTION 3 – Bid Form and Proposed Schedule**

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*All Bids must be a firm, fixed price bid. Changes in final price shall only be in accordance with approved Change Orders (as further detailed in the Form Contract attached as Exhibit G).*

*For Project details, please refer to the Project Plans and Specifications, attached as Exhibit A-B.*

UTILITIES *completion by 10/25/2019* \$ \_\_\_\_\_

CONCRETE/FLATWORK *completion by 11/15/2019* \$ \_\_\_\_\_

STORAGE SLAB/FOOTING *completion by 11/15/2019* \$ \_\_\_\_\_

UTILITY CONNECTIONS TO BUILDING *completion by 11/30/2019* \$ \_\_\_\_\_

FENCING *completion by 12/15/2019* \$ \_\_\_\_\_

LANDSCAPING *completion by 12/15/2019* \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Sales Tax (8.2%)** \$ \_\_\_\_\_

**Total Bid Price** \$ \_\_\_\_\_

Proposed Subcontractors (List all subcontractors, plumbers, electricians, etc., with names, addresses, phone numbers, license numbers and work to be provided.)

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contractor License No. \_\_\_\_\_

Contractor Address/Phone \_\_\_\_\_

**BY SIGNING ABOVE, CONTRACTOR REPRESENTS AND WARRANTS THAT: (1) IT AND ALL SUBCONTRACTORS LISTED ABOVE HAVE NOT BEEN SUSPENDED OR IN ANY WAY EXCLUDED FROM FEDERAL PROCUREMENT ACTIONS BY ANY FEDERAL AGENCY AND THAT IT AND ALL SUBCONTRACTORS ARE NOT LISTED ON THE GOVERNMENT-WIDE EXCLUSIONS IN THE FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM); AND (2) CONTRACTOR FULLY UNDERSTANDS THAT IF INFORMATION CONTRARY TO THIS REPRESENTATION AND WARRANTY SUBSEQUENTLY BECOMES AVAILABLE, SUCH EVIDENCE MAY BE GROUNDS FOR NON-AWARD OR NULLIFICATION OF A BID AWARD.**

**BIDDER ALSO CONFIRMS THAT THE BIDDER IS AWARE OF AND WILL FULLY COMPLY WITH THE FOLLOWING FEDERAL REGULATIONS ASSOCIATED WITH THE PROJECT:**

1. All applicable **Equal Employment Opportunity** obligations, as further detailed in Section 16(a) of the Form Contract.
2. The **Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) (Prevailing Wage Law) including, but not limited to: (1) paying wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage determination attached as Exhibit C, and (2) paying wages not less than once a week.
3. The **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3) including, but not limited to, being prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
4. The **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR part 5), including, but not limited to: (1) computing the wages of every mechanic and laborer on the basis of a standard work week of 40 hours; (2) ensuring that workers performing labor in excess of the standard work week are compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week; and (3) ensuring that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
5. The **Clean Air Act** (42 U.S.C. 7401-7671q), as amended, and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended, including reporting all violations of such Acts to IDC, any applicable Federal awarding agency associated with the Project, and the Regional Office of the Environmental Protection Agency (EPA).



**EXHIBIT "A"**  
Project Description

As referred to in this Request for Bids, the “Project” shall include all of the following:

See *EXHIBIT B – Preliminary Site Plan* for project details and specifications. Contractor’s proposal to include all materials and labor to complete Othello Construction Project. This all-inclusive plan should provide the information needed. Additional information is as follows:

1. **Foundation** – The office modular building will be provided by another company (Williams Scotsman). Williams Scotsman is responsible for excavation and installation of concrete foundation for new building. Williams Scotsman will also be responsible for delivery of the modular and installing building on the foundation. For your reference, building plan is attached. *Attachment 4 – Williams Scotsman Building Plan*
2. **Utilities** – Scope of work includes:
  - a. **Water and Sewer** - Trenching and installation of pipe lines for water and sewer (as specified on Attachment 1) to include:
    - 1) Connections to new building
    - 2) Installation of sewer clean-outs
    - 3) Backfill of all trenches
    - 4) Water and sewer connection to storage shed
  - b. **Electrical** – Trenching and installation of electrical conduit/lines as specified on Attachment 1 to include:
    - 1) Installation of electrical lines from existing junction box to new building.
    - 2) Installation of new meter base for one (1) 200A Electrical Services to feed new building.
      - Meter Base to be freestanding from the building and include service disconnects.
    - 3) Connection to new building
    - 4) Installation of electrical connection and subpanel to proposed shed.
    - 5) Backfill of all trenches.
3. **Concrete/Flatwork** – Scope of work to include:
  - a. Proper grading of areas to be paved to meet required elevations
  - b. Proper compaction of areas to be paved per specifications
  - c. Materials and labor for installation of concrete sidewalks, bus parking area, and slab/footing for storage shed at specified thickness and quality of materials
  - d. Proper installation of isolation/expansion joints to reduce future cracking of concrete
  - e. Proper slopes of concrete walkways to prevent requirement of handrails per ADA Code Requirements.

- f. Installation of concrete slab for proposed shed and landing to include footings and slab in single (monolithic) pour. Includes all rebar and foundation bolts as specified. See Attachment 1 for Footing detail.

**4. Fencing** – Scope of work to include:

- a. All new fencing to be installed to match existing fencing
  - 1. Chain link/cyclone
- b. Threaded ends of bolts to be installed facing *away* from playground, to reduce risk of injury to children.
- c. All exterior gates to be installed with panic hardware and self-closing hinges, opening from the inside. Gates should be unable to be opened from the outside.
- d. See Attachment 1 for fence height requirements.
- e. Utilize/salvage existing fencing that was previously removed wherever possible.

**5. Landscaping** – Scope of work to include:

- a. Installation of 2” round rock in all landscape areas around building perimeter, to match existing.
- b. Installation of sod in new construction area and any existing areas damaged by construction.
- c. Extension of existing underground sprinkler system to ensure adequate coverage for additional playground space.
- d. Any repairs of existing underground sprinkler system to ensure functional operation.

**6. Storage Building** – Site contractor responsible ONLY for pouring of concrete slab/footing, and installing utility connections to building. Inspire will coordinate actual construction of the storage building and interior utility connections in a different bid packet.