

Invitation to Bid (ITB)



Grant County
Department of Central Services
264 W Division, Ephrata WA 98823
509-754-2011 Ext: 3276

ADVERTISED DATE: FEBRUARY 13TH 2020

ITB Title:	Purchase of High Velocity Low Speed (HVLS) Fans
ITB Number:	P2020.1
Due Date:	2/27/20 - 2:30 p.m. PT
Buyer:	Tom Gaines, tgaines@grantcountywa.gov , 509-754-2011 x3276
Alternate Buyer:	N/A,

Furnish bids for HVLS fans as requested by Grant County Central Services in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ _____

PRE-BID CONFERENCE

Date: N/A
Time:
Location:
Conference Call:
Conference ID:

Sealed Bids are hereby solicited and will only be received by:
Grant County Central Services
35 C Street NW
2nd floor County Commissioners Offices
Ephrata, WA 98823
Office Hours: 8:00 a.m. – 5:00 p.m. PT
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

Company Headquarters Located in State/Province of

SCS/DBE Certification Number



This bid submittal contains information that is confidential, proprietary or a business secret

SECTION 1 Instruction to Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to purchase High Speed Low Velocity (HVLS) fans for the Ardell Pavilion, Harwood Pavilion, Barn #s 44 & 45

1.2 Bid Submittal Procedure

The original and one (1) copy of this entire solicitation document shall be completed, signed and submitted. Failure to return this solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" or facsimile completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to Grant County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The Bidder shall show the title and number, the due date specified, and the name and address of the Bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of miss-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

To improve our service, if a firm chooses not to submit a bid, the County requests the firm advise the Buyer by email and state reason they did not submit a bid.

1.3 Electronic Commerce, and Correspondence and Submittals

Grant County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the Grant County Internet Web Site, located at <http://www.grantcountywa.gov/Request/Bid/> Current bidding opportunities and information are available by accessing <http://www.grantcountywa.gov>

Grant County utilizes an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm, or to visit the website as a Guest. Information regarding bid documents will be available to all users; the County encourages full registration especially to local firms so that we may better reach you for future advertisements.

Full information on vendor registration is available at the website.

<http://www.grantcountywa.gov/Rosters/>

After submittals have been opened in public, the County will post electronic versions of all bids submitted in response to this ITB along with a listing of the bidders within 24 hours and, later, any final award determination. The documents posted may not fully represent complete

submittals received by the county. Their posting is for informational purposes only and does not constitute any evaluation, clarification, correction of minor irregularities or any decision made by the County.

Bidders shall indicate if the bid submitted contains information deemed confidential, proprietary or a business secret by checking the checkbox on the ITB cover page. Failure to do so may result in their submittal being posted online as described above.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be submitted in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No

claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

Modifications or withdrawal of bids already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the bids. All modifications or withdrawals must be made in person or in writing by the Bidder or authorized representative.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the County within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of ninety (90) days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, Freight on Board (FOB) to the designated delivery point(s).

Taxes: Sales/Use taxes and Federal Excise taxes shall not be included in the bid price. The County shall pay any Washington State Sales/Use taxes applicable to the Contract price or

tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

1.16 Protest Procedures

Bid Protests

The deadline for appealing a determination that a bidder is not responsible 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 Project Manager, Tom Gaines;
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 98823;
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.

1.16a 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.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the Bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the Bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

Failure of a Bidder to be deemed responsible or responsive may result in the rejection of their bid.

2.3 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.4 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Bidder shall submit proof of adequate financial resources available to carry out the execution and completion of Work required by the contract.

Grant County reserves the right to audit the Contractor throughout the term of the contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions

contained within the contract. Grant County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of the contract.

2.5 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.6 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.7 Public Disclosure of Bids

Bid submittals and Contracts shall be considered public documents and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

Bidders and Contractors considering any portion of any record provided to the County under the Solicitation/Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Bidder/Contractor of the request and allow the Bidder/Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Bidder/Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Bidder/Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Bidder/Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.8 Contract Award

Contract award, if any, will be made by the County to the low, Responsive, Responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one (1) or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

The Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform Work hereunder.

The Contractor's performance under the Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of the Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the Contract to increase or decrease the minimum/maximum quantities, increase the not to exceed contract value, and/or add or delete goods or services within the intended scope of the contract. Adding goods and services may include, but is not limited to, approval of replacements for discontinued items, adjustment of estimated quantities, additional of items of like function or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extension of the Contract to include optional terms.

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify Grant County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current Grant County buyer via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new W-9,
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contract Amendments or Change Orders will reference the new contract number.

3.4 Invoices and Payment

The Contractor shall submit properly certified invoices to Grant County. The invoice(s) shall contain the following information:

- A. Invoice number;
- B. Invoice date;
- C. Purchase order number;
- D. Ship to address/location;
- E. Remit address;
- F. Item number(s);
- G. Description of supplies or services;
- H. Quantities;
- I. Unit prices;
- J. Subtotal and totals amount;
- K. Discount terms or amount, if applicable;
- L. Applicable sales tax with correct tax rate based on destination.

For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall send the original invoice to the Bill-To address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against the Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the Contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to the Contract.

Grant County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by Grant County, the invoice may be rejected and returned to the Contractor for a correction.

3.5 Rejection of Goods or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.6 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of the Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.7 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate the Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate the Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of the Contract shall in no way relieve the Contractor from any of its obligations under the Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate the Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of the Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1, funding of the Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in the Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

3.8 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of the Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of the Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in the Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.9 Taxes, Licenses, and Certificate Requirements

The Contract and any of the Work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time the Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the Work under the Contract.

3.10 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition Grant County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of the Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within the Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, the Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning the Contract shall only be filed in either the Grant County Superior Court or U.S. District Court for the Eastern District of Washington, in Spokane.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into the Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the Work required to be performed under the Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event

that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into the Contract to perform Work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure the Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under the Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Director of Central Services. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Director of Central Services shall review the appeal and make a determination in writing, which shall be final. Appeal to the Director of Central Services shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim, shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by the Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.15 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing the Contract.

3.16 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.17 Severability

Whenever possible, each provision of the Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of the Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of the Contract, which shall remain valid and binding.

3.18 Incorporation of Documents

The Contract between the successful Bidder and Grant County shall include all documents mutually entered into at the time of contract award, specifically including the Contract document, the solicitation, and the response to the solicitation. The Contract must include, and be consistent with, the specifications and provisions stated in this solicitation. Grant County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The total value of the Contract is approximately \$50,000. Grant County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB. This dollar value signifies the state requirement to perform a formal bid for purchase (purchases above \$50,000), Grant County may elect to purchase if total is above this amount.

4.2 Shipping Charges, Packaging Charges and Fees

All prices shall include freight, FOB to the designated delivery point. The County will reject requests for additional compensation for freight and/or packaging charges, fuel surcharges and fees of any type that are not specified within the Contract.

4.3 Packing Slips

Each delivery to the County shall have a Packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the Packing slip that it is not a complete shipment of that order and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one (1) purchase order, separate Packing slips shall be included in the shipment for each.

4.4 Warranty

The Contractor warrants that the Work performed under the Contract shall be free from defects in material and workmanship, and shall conform to all requirements of the Contract, for a period of at least twelve (12) months from date of acceptance of such Work by the County. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.

The Bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. Grant County may avail itself of the Bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under the Contract or in law. The termination of the Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of the Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and subcontractors. The Contractor or Manufacturer shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of the Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.

Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.5 Warranty Remedies

Whenever possible, the Contractor shall provide “on the spot” settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer’s behalf.

If at any time during the twelve (12) month period immediately following acceptance of any Work covered by the Contract, Contractor or the County discovers one (1) or more material defects or errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein, the Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

4.6 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within thirty (30) days of the County’s receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than one year after the County’s receipt of said goods.

The Contractor shall, at the County’s option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to Grant County. This subsection does not apply to any merchandise made to order for the County.

4.7 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare a Safety Data Sheet (SDS) for all products containing any toxic products that may be harmful to the end user. The SDS Sheet shall accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the SDS. If the product is actually used diluted, the rate shall be so stated in the SDS and the hazards and corresponding personal protection, etc. also be listed. SARA Title 3

chemicals shall be listed with the percentage by weight of the total product. The SDS shall include a statement as to the intended use of the product.

4.8 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under the Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

SECTION 5 Technical Specifications/Scope of Work

Specifications and drawings are included in this document. These include the plan view of the indoor riding arenas and the two barns. For further information please contact the issuing authority for greater details if required.

Grant County desires to purchase a number of High Volume Low Speed fans (HVLS) for our agricultural fairgrounds. We are accepting bids for design and proposed number of fans in each indoor arena and two indoor barns. We have assumed a specific number for the purposes of the Bid. Grant County reserves the right to increase or decrease the number of fans as it requires.

We have two indoor riding arenas with soft often turned dirt surfaces. These arenas have dry fire protection sprinkler systems installed and do not have arena wash down systems.

We also have two large barns that require better air movement

Ardell Indoor Arena, 160' X 280' X 20' tall sidewall with 2/12 pitch roof, peak is 33' in elevation. Single phase 208 available

Harwood Indoor Arena 128' x 210' X 19'5" eve height and a 2/12 pitch roof. Peak is 20'-4 1/2" Single phase 208 available

Barns 44 and 45 are identical. Grant County would like proposals for these fans. The construction of the building is included in this RFB and the County is unsure as to what type of fan would provide quiet sustainable air movement in these barns. All Fans associated with this RFB should be capable of variable speeds. These barns both have single phase 208 available. Grant County assumes this will be a wall mounted fan but is open to design options. **The cost of these fans is for informational purposes only. Bid will be awarded based on the cost of the ceiling mounted fans in the riding arenas only.** Grant County is currently studying all options for these two barns and may decide to install roof mounted exhaust as an alternative. If you choose not to provide a proposal, simply place \$0.00 on the bid form for the listed barns with no other information on the fans proposed (or not proposed) any ideas or suggestions would be appreciated. Shipping cost on bid form should not include fans for the two barns.

All areas/arenas also have 120v available.

Pictures of the Ardell and Harwood riding arenas are located under the following link. For pictures of barns 44/45 if needed, please contact the issuing office of this RFP

<https://www.gcfairgrounds.com/p/rentals/our-venues>

Fan motors with integral VFDs are preferred. Fans should have a control component, (either BacNet compatible for tie in to "Automated Logic" BMS or with its own control station). Ability to communicate back to fire alarm panel for fan shut off should be included. Include cost of mounting hardware and shipping to the listed FOB.

Grant County can send pictures if required for mounting options in all buildings if required.

SECTION 6 Bid Response

6.1 Delivery

Delivery is required as soon as possible and not later than **60** days after placement of an order. Bid prices shall include delivery, FOB destination, to the following location(s):

Grant County Fairgrounds

3953 Airway Dr. NE

Moses Lake WA, 98823

Bidder's Contact Information

Primary Location:

A. Physical Address: _____

Mailing Address: _____

Name of Contact Person: _____

Email: _____

Telephone No. (Local/Toll Free): _____

Fax No. (Local/Toll Free): _____

UBI No.: (if applicable) _____

Washington State Contractor's License (if applicable): _____

State hours and days of operation:

Hours: _____ a.m. to _____ p.m. Days: _____ to _____

B. State your firm's preference for receiving purchase orders. (Check only one and enter the information if different from "A" above).

☐ E-mail: _____ ☐ Fax: _____

6.2 Remit Address (where payment will be mailed):

6.3 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extended Price
Ardell Arena	4	ea			
Harwood Arena	3	ea			
Barn 44	2	ea			
Barn 45	2	ea			
Shipping					
Total					

6.4 References

List the names and addresses of four (4) customers, for whom the Bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a Bidder be found unsatisfactory, Grant County, at its sole option, may reject that Bidder's bid. Grant County will be the sole judge in determining a satisfactory/unsatisfactory reference response. **Bidders shall submit references with bid.**

Company Name:

Company Address:

Company Phone:

Contact Person:

Dates:

Company Name:

Company Address:

Company Phone:

Contact Person:

Dates:

Company Name:

Company Address:

Company Phone:

Contact Person:

Dates:

Company Name:

Company Address:

Company Phone:

Contact Person:

Dates:

SECTION 7 Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately

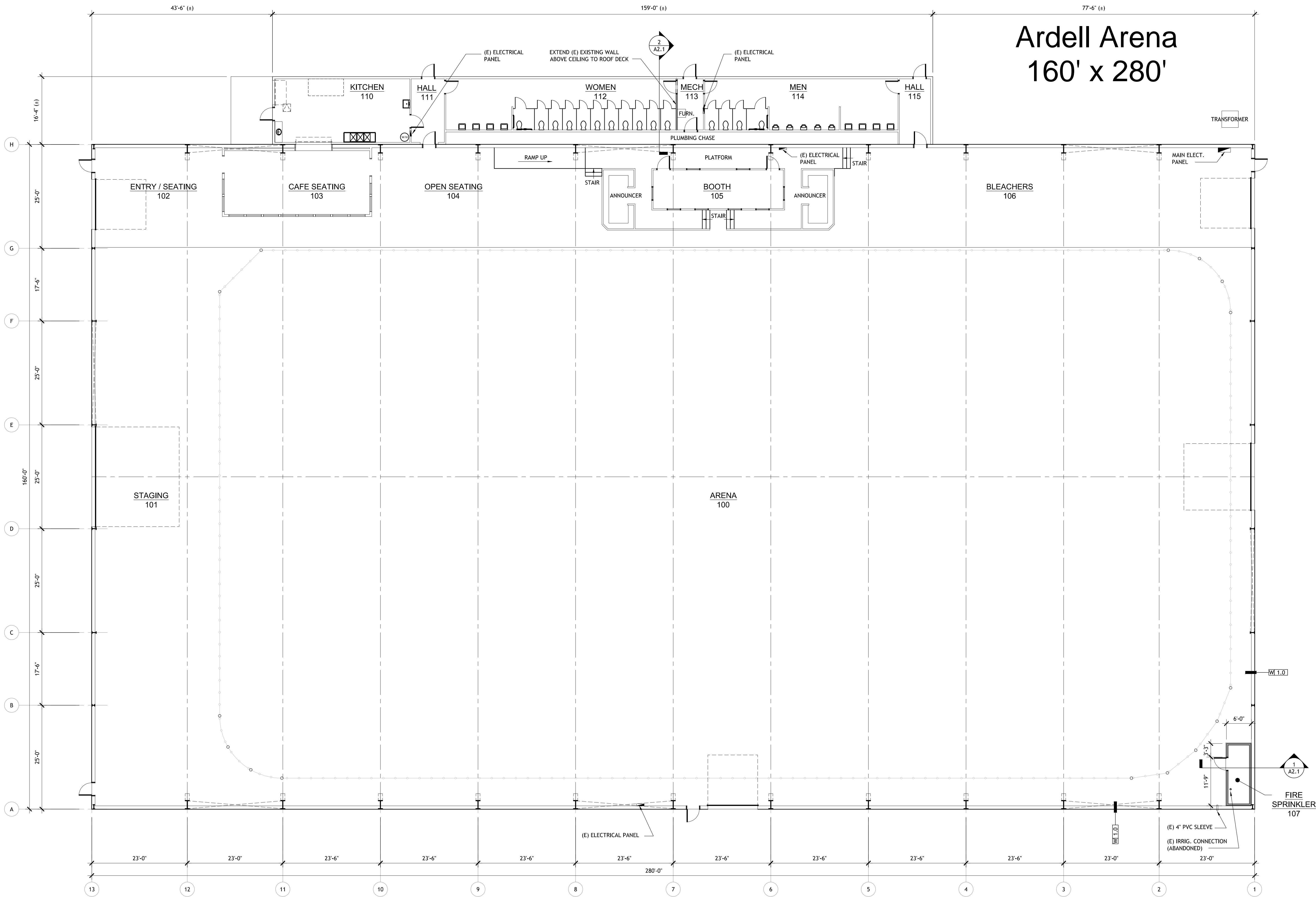


**Grant County
Central Services**
35 C Street NW, 2nd FL. County Commissioners
Offices
Ephrata, WA 98823

URGENT

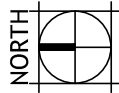
URGENT

Bid No.:
Bid Title:
Due Date:
Vendor:



1 Overall Floor Plan

SCALE: 3/32" = 1'-0"



General Plan Notes

- ALL DIMENSIONS ARE TO FACE OF (E) WALL, CENTER OF (E) COLUMN OR CENTER OF WALL, UNLESS NOTED OTHERWISE.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK.

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WWW.BERNARDOWILLS.COM

FAX 509.838.4605

509.838.4511

SPOKANE WASHINGTON 99201

153 SOUTH JEFFERSON

B W A BERNARDO WILLS ARCHITECTS PC

Proj. No:

Drawn by:

Date:

MAY 23, 2019

19-01-009A

A2.0

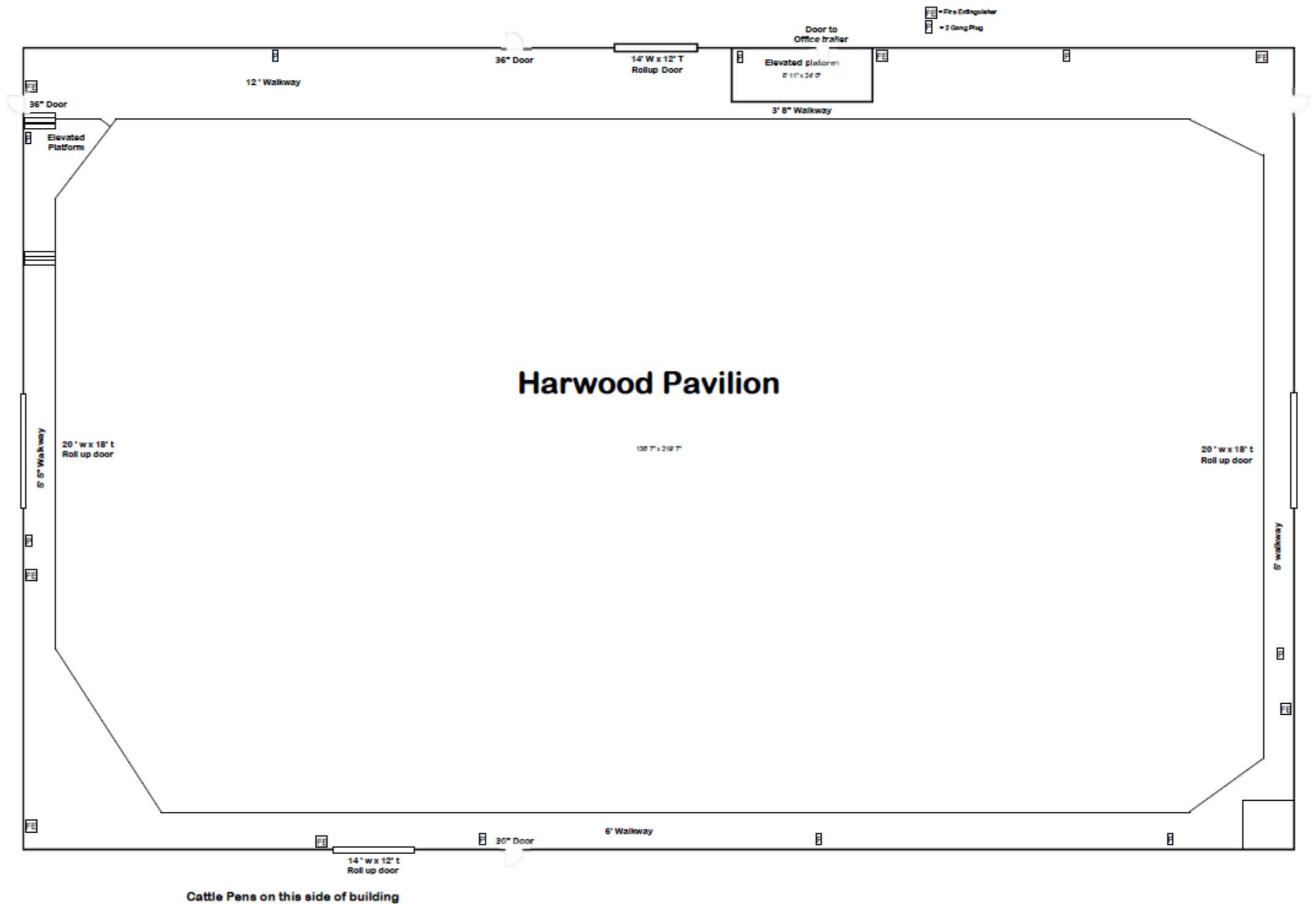
Permit Drawings

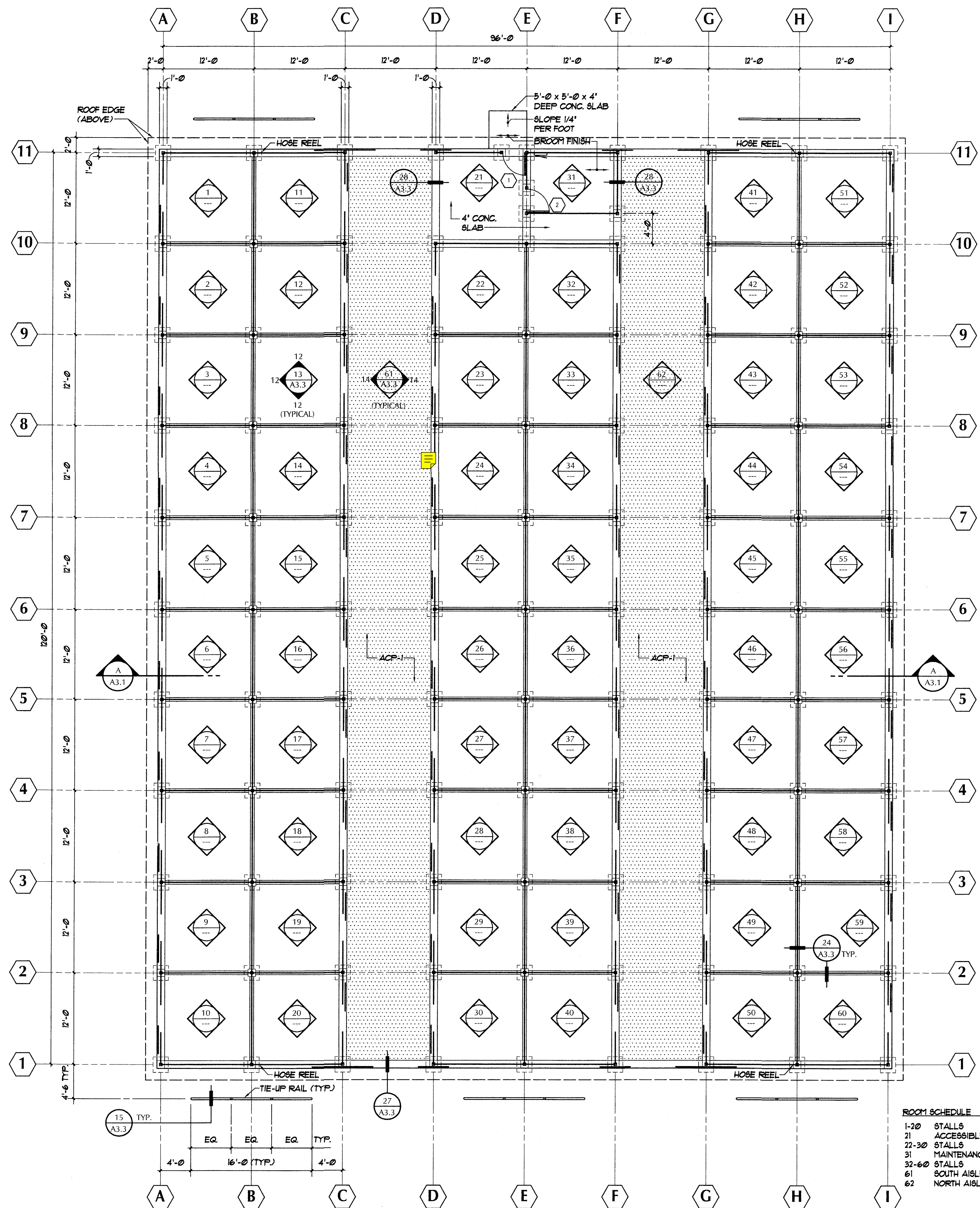
Overall Floor Plan

Ardell Pavillion Upgrades
Fire Suppression/Alarm Systems

Grant County Fairgrounds
3953 Airway Dr NE
Moses Lake, WA 98837

6297 REGISTERED ARCHITECT
ROBERT F. PACE
STATE OF WASHINGTON

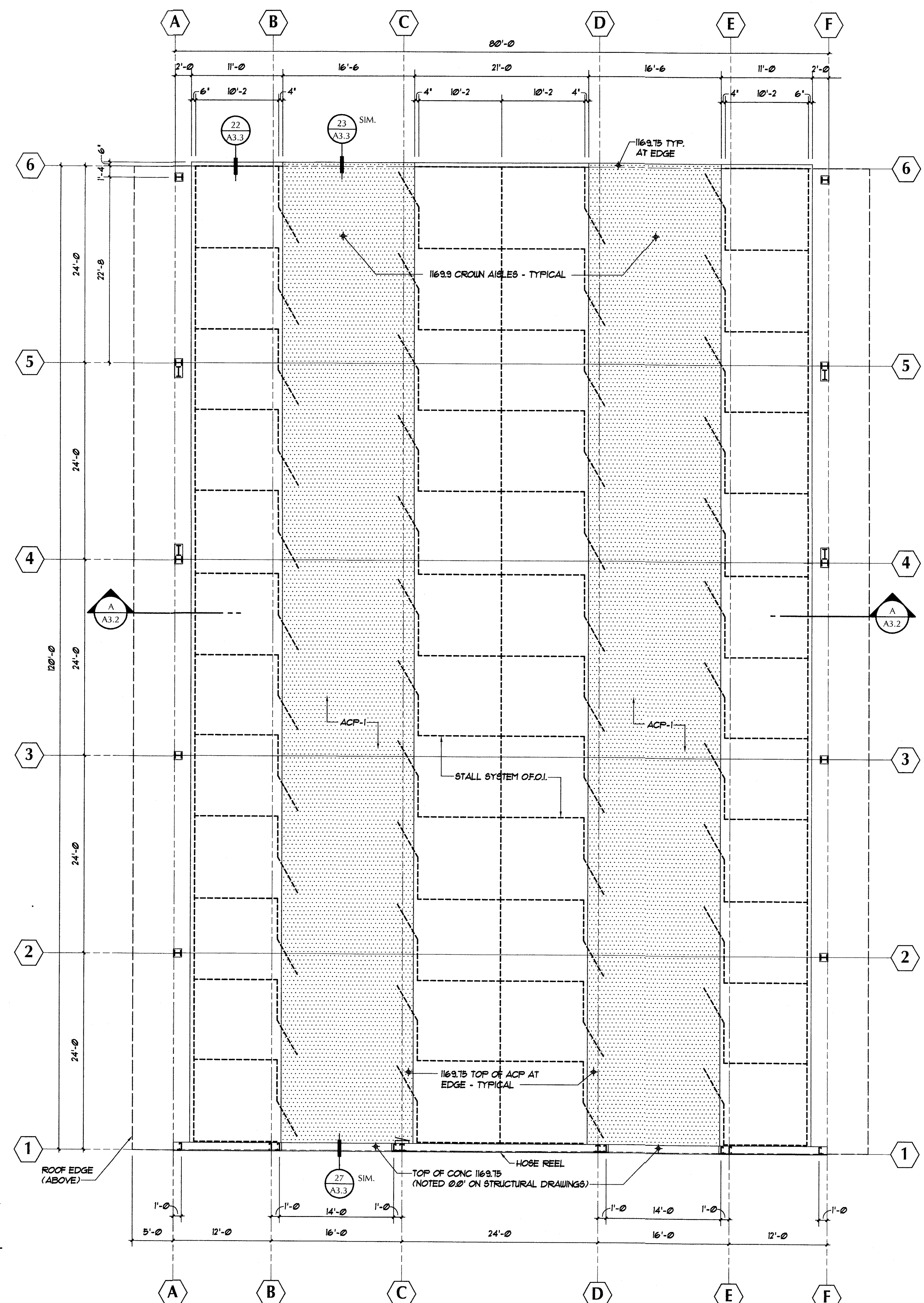




NOTE: GRIDLINE DIMENSIONS MAY VARY SLIGHTLY BETWEEN MANUFACTURERS. COORDINATE ALL BUILDING ELEMENTS WITH MANUFACTURERS GRIDLINE MODULE.

BUILDINGS 44 & 45 FLOOR PLAN

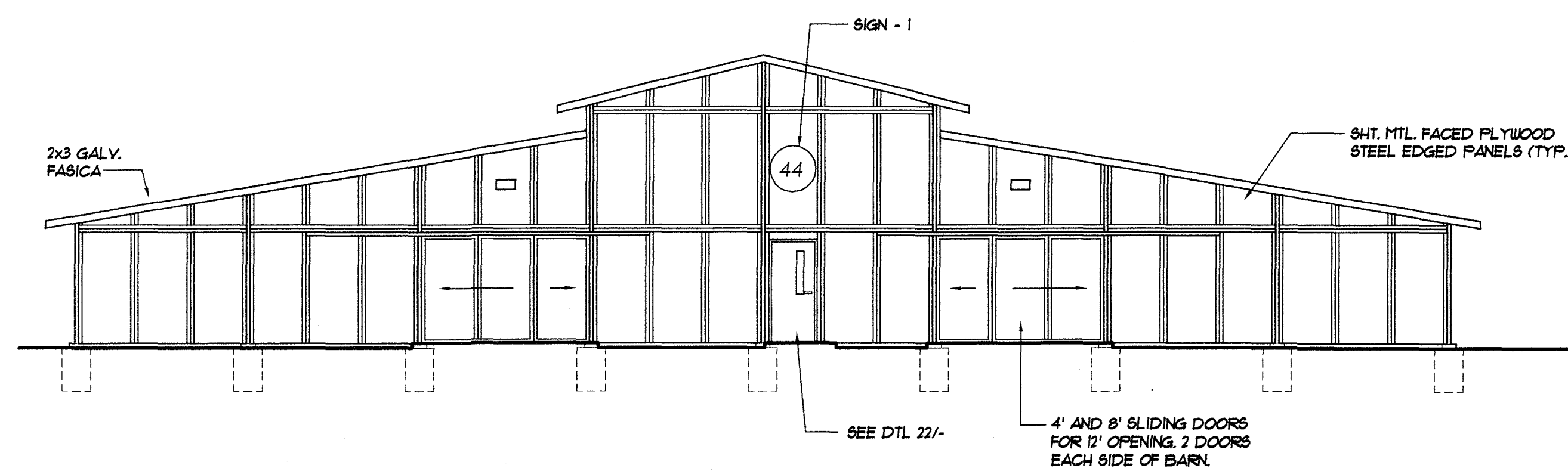
1/8" = 1'-0"



BUILDING 46 FLOOR PLAN

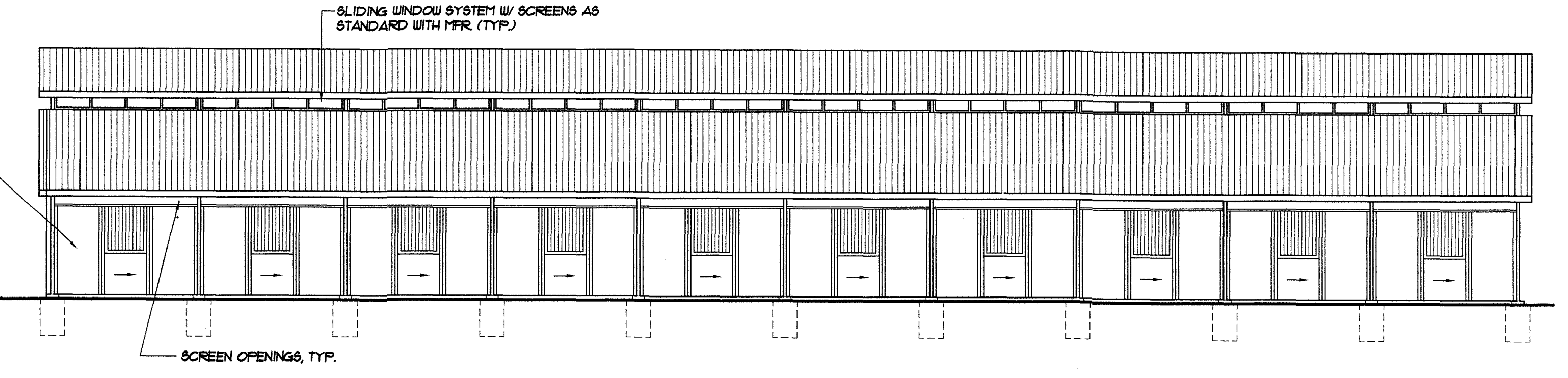
1/8" = 1'-0"

NOTE: UNDER ALTERNATE #3, INSTALL GALV. STEEL LINER PANEL IN LIEU OF VAPOR BARRIER AT BUILDING 46 CEILING.



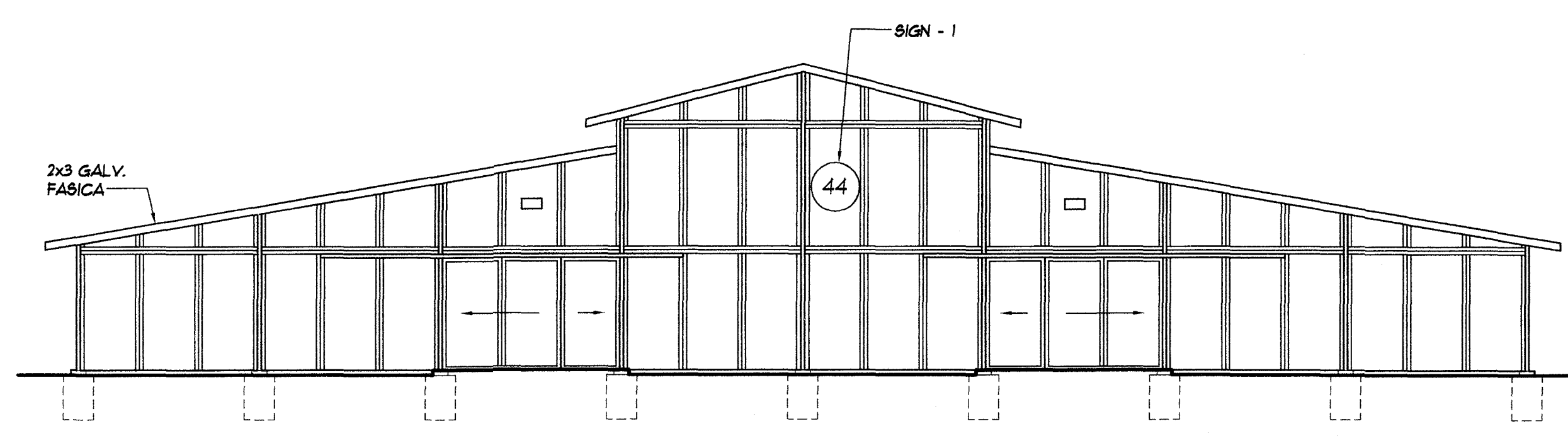
BUILDINGS 44 & 45 WEST ELEVATION

1/8" = 1'-0



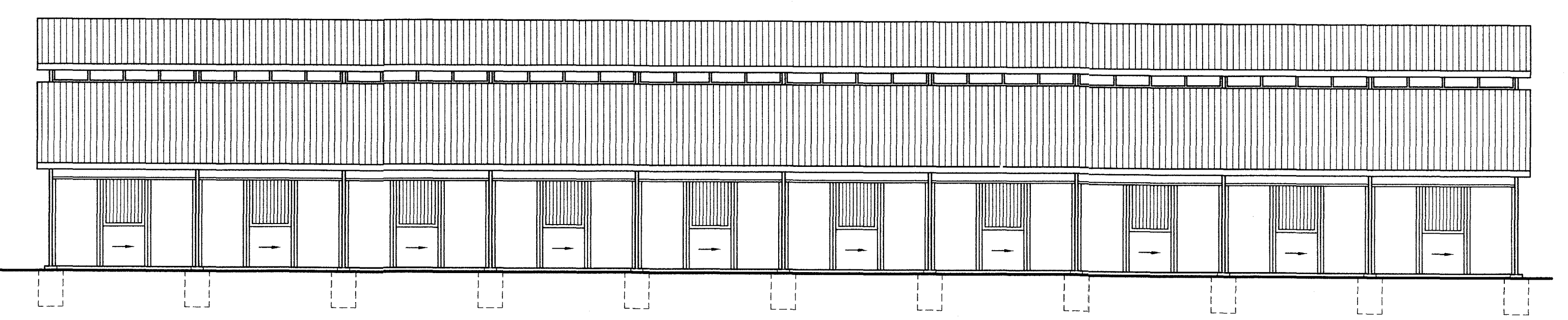
BUILDINGS 44 & 45 SOUTH ELEVATION

1/8" = 1'-0



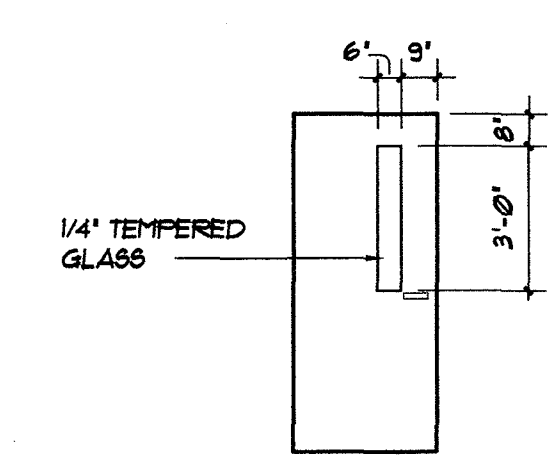
BUILDINGS 44 & 45 EAST ELEVATION

1/8" = 1'-0



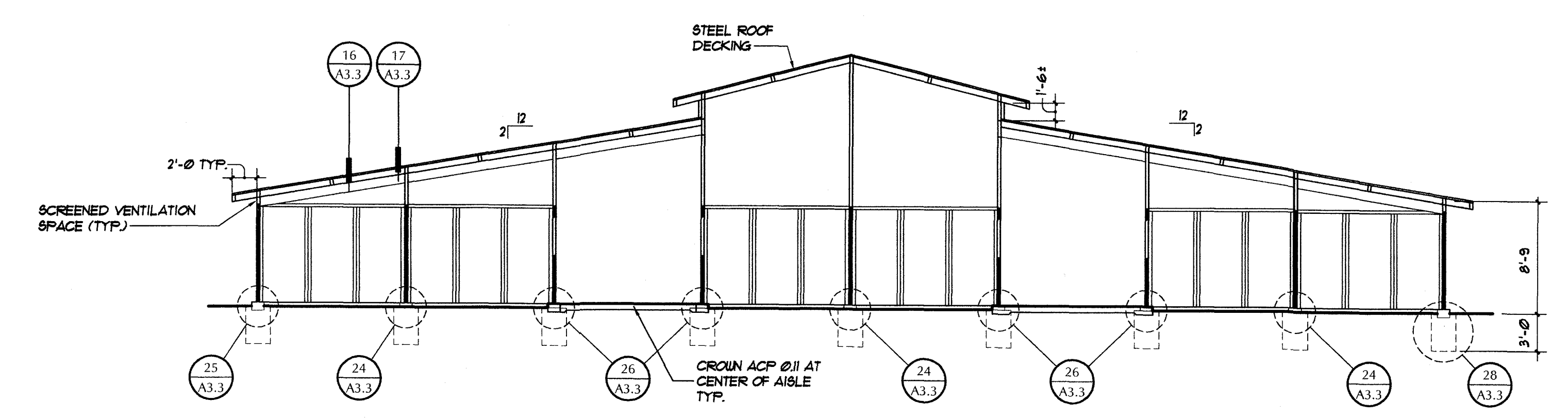
BUILDINGS 44 & 45 NORTH ELEVATION

1/8" = 1'-0



22 MAIN DOOR ELEVATION

1/4" = 1'-0



BUILDINGS 44 & 45 SECTION A-A

1/8" = 1'-0