

CALL FOR BIDS

CITY OF WOODLAND POLICE DEPARTMENT PASS THRU EVIDENCE LOCKER PURCHASE

Sealed bids will be received by the City of Woodland at the Police Station, 100 Davidson Avenue (PO Box 9), Woodland, WA 98674, **until 1:30 p.m., on Friday, June 21, 2013** for the purchase of two Pass Thru Evidence Lockers as specified in proposal forms. The City will set their clock based on www.time.gov. Proposals received later than 1:30 p.m. on June 21, 2013 will not be considered.

Bids will be publicly opened and read aloud shortly after the time and date stated above. All bids shall be submitted in sealed envelopes and clearly marked "Woodland Pass Thru Evidence Lockers"; bids will not be accepted by fax or other electronic transfer. A contract will be awarded or all bids will be rejected within 30 days after the bid opening.

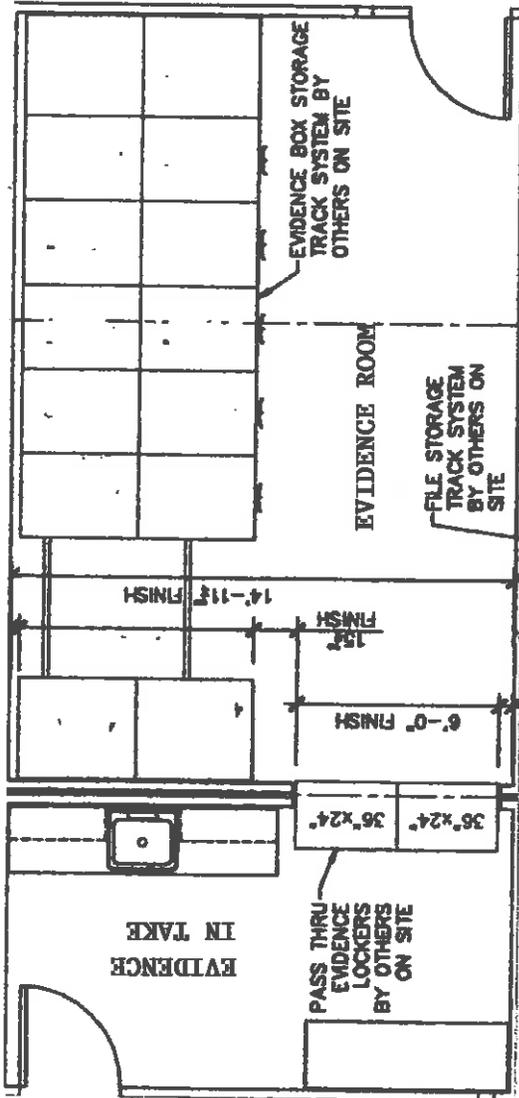
Bid specifications and proposal forms will be furnished upon request, by the Woodland Police Department, 100 Davidson Avenue, Woodland, WA, 98674 or by calling (360) 225-6965. Specifications and proposal forms may also be viewed on the City of Woodland website at ci.woodland.wa.us.

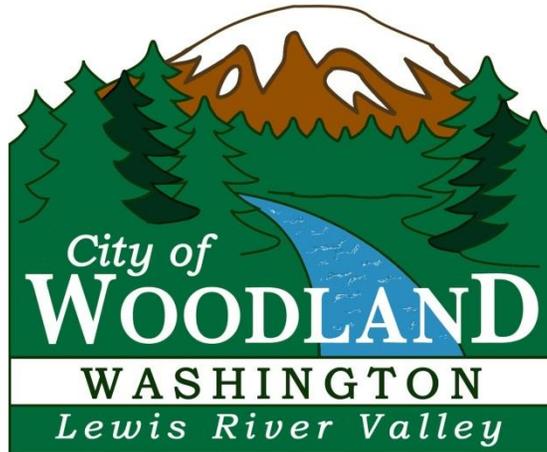
The City of Woodland is an equal opportunity and affirmative action employer. Small, minority and women-owned businesses are encouraged to submit bids. The City of Woodland retains the right to reject any and all bid proposals and to waive minor irregularities in the bidding process in the best interest of the City.

Dated this 31st day of May 2013.

Publication: The Reflector – June 5, 2013 and June 12, 2013

PASS THRU EVIDENCE LOCKERS





CONTRACT DOCUMENTS

FOR THE PURCHASE, DELIVERY AND INSTALLATION OF

PASS THRU EVIDENCE LOCKERS

FOR THE

CITY OF WOODLAND

JUNE 5, 2013

Prepared By:

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Woodland, WA 98674
(360) 225-6965

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CITY OF WOODLAND, WASHINGTON

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**INVITATION TO BID
CITY OF WOODLAND
PASS THRU EVIDENCE LOCKERS PROJECT**

The following project will be accomplished as a **PUBLIC WORKS PROJECT** and will be subject to prevailing wage laws.

Sealed proposals for furnishing all materials, labor, and equipment for the following described work will be received by the City of Woodland at the Police Department - 100 Davidson Avenue - Woodland, WA 98674 until June 21, 2013 at 1:30 P.M. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed inside another envelope addressed to the City of Woodland - ATTN: Pass Thru Evidence Lockers Bid Proposal - P.O. Box 9 - Woodland, Washington 98674. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. Sealed bids will be publicly opened and read aloud at 1:30 P.M. on June 21, 2013 at the City Hall Council Chambers – 100 Davidson Avenue - Woodland, WA 98674. A contract will be awarded or all bids rejected within 45 days after the bid opening.

PROJECT NAME: Pass Thru Evidence Lockers

PROJECT DESCRIPTION: Pass Thru Evidence Lockers will be used for temporary evidence storage. The successful bidder shall furnish all labor, materials, and equipment necessary to complete project. The work shall include, but is not limited to, furnishing all labor, equipment and materials necessary to manufacture, deliver and install two (2) Pass Thru Evidence Lockers based on outlined specifications.

The issuing office for Contract Documents is City of Woodland Clerk-Treasurer, PO Box 9; 230 Davidson Ave., Woodland, WA 98674, (360) 225-8281.

Inquiries regarding this project can be directed to either Donny Conner at connerd@woodlandpd.org or Karla Hiler at hilerk@woodlandpd.org.

Technical inquiries regarding the building construction project should be directed to Greg Pfeiffer, Project Manager for William Scotsman or Bart Stepp, Public Works Director, at City of Woodland, (360) 225-7999.

All proposals must be submitted on the regular form furnished with the specifications. Project is scheduled for August 2013 and it is our intention to have the work completed the 3rd or 4th week of August.

State Sales Taxes -- the provisions of Section 1-07.2(1) - Rule 171 – apply to this project. The Contractor shall include Washington State Retail Sales Taxes in the unit bid prices for the materials, equipment, and supplies purchased for this project.

All construction and material, unless otherwise specified, shall be in accordance with the 2012 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of Woodland Engineering Standards for Construction.

The CITY OF WOODLAND reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this invitation to bid if in the judgment of the City Council the best interest of the City would be served.

PART I- BIDDING DOCUMENTS

BID INSTRUCTIONS

1. Intent of Plans and Specifications

It is the intention of these specifications to provide for careful, thorough, and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The City may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of their compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in their examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings, and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Drawings and Conditions

Before making a proposal, the bidder shall examine the drawings of the work area of product installation and ascertain for themselves all the physical conditions in relation thereto. The installation will occur in the new police department currently under construction. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents. No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications, or other documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of Woodland, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed, faxed, or otherwise delivered to each prospective bidder. Failure of any bidder to

receive any such addendum shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

5. Preparation of Proposal

Bids must be submitted by filling in ink (or typing), on the form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices, which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the City, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office they hold in the corporation. The address of the person, firm, or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

6. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

7. Submission of Proposal

Each proposal shall be sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to the Woodland City Hall, 100 Davidson Avenue, at or before 1:30 P.M. on June 21, 2013. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland Police Department - Attn: Bid Proposal - P.O. Box 9 - Woodland, WA 98674.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "propriety" any information that the Bidder believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening at the time and date specified.

8. Substitutions/Alternatives

Bids on suitable and equivalent alternatives to the listed specifications will be considered provided full descriptions and specifications of the alternatives are submitted. It is understood that no two equipment manufacturers design and engineer their products exactly alike. Therefore, minor specification variances from one manufacturer to the next are normal. It is the City's intention to purchase equipment that is designed, engineered, and rated to satisfactorily perform the application intended. Minor variances from the technical specifications will be considered, provided that the primary performance requirements are met. The City reserves the right to accept or reject any proposed minor variances that appear to serve its best interest.

9. Bid Prices

The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for sixty (60) calendar days after the bid opening. In the event of a discrepancy between the unit price and the total price for any Bid item, the unit price will govern and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all Bid items included on the Bid Proposal, the total Bid price will be corrected. If tax is calculated improperly, the City shall utilize the correct tax rate and correct the total Bid.

10. Estimated Quantities

The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

11. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the bid opening on June 21, 2013.

12. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the bid opening.

13. Opening Bids

All bids will be opened at 1:30 p.m. on June 21, 2013, at the City Hall Council Chambers - 100 Davidson Avenue - Woodland, WA 98674. All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

14. Award of Contract

The owner will make award determination on July 1, 2013 by approval of City Council.

15. Basis of Award

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.

16. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

17. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances, or resolutions.

18. Low Responsible Bidder

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

- A. **State Responsibility Criteria.** The Bidder must meet the following state responsibility criteria:
- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
 - 2) Have a current Washington State Unified Business Identifier (UBI) number.
 - 3) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 4) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- B. **Supplemental Bidder Responsibility Criteria.** If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be the City's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

19. Employment Security Department Certificate of Coverage

Contractors must supply with their bid package a certificate of coverage from the Employment Security Department that states they are eligible to bid on this project. To obtain a certificate of coverage go to www.esd.wa.gov/uitax/public-works.php and click on "Bid Letter" link located in the answer to the second question on that webpage.

20. E-Verify Affidavit

The City of Woodland participates in **E-Verify**. E-Verify is an electronic program run by Homeland Security that is designed to verify the documentation of job applicants. The contractor awarded this project must sign and submit an Affidavit of Compliance with E-Verify before a notice to proceed is issued.

20. Woodland Business License

The contractor awarded the project must obtain a City of Woodland business license before the City will authorize work. For information on business licenses, call (360) 225-8281.

21. Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The applicable prevailing wages for this project have an effective date of **June 21, 2013** and are available electronically from the Washington State Department of Labor & Industries and can be found at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

22. Bidder Requirement

By signing the Bid Proposal Form, the contractor declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

23. Bid Submittal Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- Statement of Bidder Qualifications
- Bid Specification and Response Sheet
- Employment Security Dept. Certificate of Coverage Letter per Bid Instructions
- Product Solution with drawing and technical information that may also include Brochures, Literature, Narratives
- Two copies of Operations & Maintenance Manuals
- Warranty Information

STATEMENT OF BIDDER QUALIFICATIONS
Project: Pass Thru Evidence Lockers

Name of Firm: _____

Address: _____

Payment Address: _____

Contact Telephone No.:(_____) _____

Contact Person for this Contract: _____

Contact Address: _____

State of Washington Department of
Licensing Contractor's Registration Number: _____

State of Washington UBI Number: _____

State of Washington Department of Employment Security Number: _____

Washington State Excise Tax Registration No.: _____

Federal Tax ID Number: _____

How many years as a company have you provided commercial services? _____

Do you have any outstanding payment due to the Department of Revenue?

Yes No If yes, please explain. _____

Do you have any outstanding payments due to the Department of Labor and Industries?

Yes No If yes, please explain. _____

Do you have any outstanding payments due to the Department of Employment Security?

Yes No If yes, please explain. _____

Are you listed on any debarment lists? Yes No

Are you on the list of parties excluded from the Federal procurement or Non-procurement programs? Yes No

By the signature below, Bidder confirms that all information provided is true and correct.

Signature

Title

Date

Print Name: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 1)

Place a check mark in front of each line item to verify inclusion in the bid.

1. _____ Product solution must be constructed of durable steel with powder coated finish.
2. _____ Product solution for Pass Thru Evidence locker must include: lift latch keyless locks on in-take side, single rear access door in evidence room, and front lock out system.
3. _____ Product solution for Pass Thru Evidence locker dimensions for each unit:
Width: 36" Depth: 24" Height: 82" with 4" base.
4. _____ Product solution for Pass Thru Evidence locker must have *similar* layout design, as shown in Part IV – Drawings, within dimension guidelines.
5. _____ Product solution must meet all State of Washington and City of Woodland Building Code, and any other Codes, Ordinances and Laws applicable within the governing jurisdiction.
6. _____ Overall height of storage solution must not exceed fire code. Ceiling height of room is 8 ft. Contractor is responsible to verify all code requirements.
7. _____ Describe how the product solution in the proposal incorporates seismic safeguards.
8. _____ The bid shall be accompanied with a detailed description including engineering drawing and technical data of the pass thru evidence locker system and equipment being bid. This drawing and data shall be in sufficient detail to provide a complete description of the pass thru locker system and equipment including accurate specification concerning weight, frame material and strength, overall length, width and height.
9. _____ Product solution must include materials and installation into the designated space.
10. _____ Product delivery and installation must be coordinated with William Scotsman Project Manager, Greg Pfeiffer or Public Works Director, Bart Stepp.
11. _____ Contractor will be responsible for all required permits and inspections if required.
12. _____ Product solution must identify and include reasonable maintenance/service plan by service location within the State of Washington. Identify the closest facility to Woodland, WA: _____..
13. _____ Prevailing Wage Requirements apply to the installation of this system.

COMPANY NAME: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 2)

14. _____ Bidders are required to provide only new, unused equipment, and provide engineering and technical data on the proposed lockers.
15. _____ All warranties shall be clearly noted and included with the bid, minimum 1 year parts and labor required.
16. _____ All components and accessories cataloged as standard by the vendor, unless superseded by these specifications, shall be provided with the system.
17. _____ All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in the specifications.
18. _____ Vendor is required to be an authorized dealer in the business of selling and servicing the equipment identified in the bid.
19. _____ Bidder must identify product manufacturer's make and model number.
20. _____ If applicable, bidder must provide two copies of operation and maintenance manuals covering proper maintenance and adjustments of equipment and mechanical systems, recommended preventative maintenance, and troubleshooting guide.
21. _____ Product Delivery, Storage And Handling: Deliver Pass Thru Evidence Lockers in Manufacturer's original, unopened protective packaging.
- Prevent soiling, physical damage and wetting.
 - Protect equipment and exposed finishes during transportation, erection and construction against damage and stains.
 - Install each equipment item in accordance with Manufacturer's direction, referenced Codes and Specifications.
 - Install Pass Thru Evidence Lockers with clearances in accordance with referenced specifications.
 - Install Pass Thru Evidence Lockers equipment to facilitate safe and easy removal for maintenance and repair.
 - Replace/repair/repaint any material or building equipment damaged during the Pass Thru Evidence Lockers installation caused by Contractor and/or their Subcontractors.
22. _____ Freight: F.O.B. Destination freight prepaid and included is required for destination to the City of Woodland, 200 E Scott, Woodland WA 98674. Vendor will be responsible for any damage in transit
23. _____ Contractor to dispose of all debris, material, packaging, etc from site and for clean up following installation.

COMPANY NAME: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 3)

24. _____ What is the manufacturer, make and model number of units?

25. _____ Provide names and contact information of three references for which similar storage units have been installed within the last 24 months. Attach additional sheets as needed.

COMPANY NAME: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 4)

- This page of the bid form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.
- Initial here _____ to verify your Bid considers addenda: _____ through _____

Having carefully examined all documents enclosed herein, the undersigned proposes to furnish and install Two (2) Pass Thru Evidence Lockers as set forth below:

Bid Price for Two (2) Pass Thru Evidence Lockers	\$
Washington State Sales Tax 7.8%	\$
TOTAL	\$

Company Name: _____

Company Address: _____

City/State/Zip: _____

WA State UBI Number: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

Contractor Signature: _____

Date: _____ County & State of Signing: _____

PART II- CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between the City of Woodland, Washington, hereinafter called "Owner," and of _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.

PROJECT DESCRIPTION: Delivery and installation of two (2) Pass Thru Evidence Lockers based on outlined specifications, systems will be located in the new police department, to be used for temporary evidence storage. The Contractor will coordinate delivery and installation of products with Greg Pfeiffer, William Scotsman Project Manager or Bart Stepp, City of Woodland Public Works Director. Delivery and installation is expected to be completed 3rd and/or 4th week of August 2013.

The Contractor will commence the work required by the Contract Documents within August, 2013 unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the total price of _____.

The term "Contract Documents" means and includes the following:

Invitation to Bid Bid Instructions Bidder Statement of Qualifications Specification and Bid Response Agreement	City of Woodland Special Provisions Contract Bid Items Floor Plan drawing and/or sample illustrations All items included within these Contract Documents.
----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

OWNER:

By: _____

Typed Name: _____

Title: _____

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

By: _____

Typed Name: _____

Title: _____

Address: _____

ATTEST:

Typed Name: _____

Title: _____

NOTICE OF AWARD

DATE: _____, 2013

TO: _____

PROJECT NAME: Pass Thru Evidence Lockers

The Owner has considered the Bid submitted by you for the above described work in response to its invitation to bid to deliver and install two (2) Pass Thru Evidence Lockers, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of _____
_____ (\$ _____).

You are required by the Bidding Documents to execute the Agreement and furnish the required Certificates of Insurance (including complete insurance coverage for the Owner and City of Woodland) within ten (10) calendar days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2013.

City of Woodland, Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO AWARD** is hereby acknowledged.

Firm: _____, this _____ day of _____, 2013.

By: _____

Title: _____

PART III-CONDITIONS OF THE CONTRACT
CITY OF WOODLAND SPECIAL PROVISIONS

CITY OF WOODLAND SPECIAL PROVISIONS

Definitions

Owner. Council of the City of Woodland as represented by its authorized officers, employees, or agents.

Award of Contract

The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within forty-five (45) days after the Bid Opening.

The "lowest responsible Bidder" shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner."

SCOPE OF WORK

Delivery and installation of two (2) Pass Thru Evidence Lockers based on outlined specifications, systems will be located in the new police department, to be used for temporary evidence storage.

1. The Contractor will comply with all state laws relating to employment and wages applicable to prevailing wages as set forth by Department of Labor and Industries.
2. The Contractor will coordinate delivery and installation with Greg Pfeiffer, William Scotsman Project Manager or Bart Stepp, City of Woodland Public Works Director.
3. Delivery and installation is expected to be completed 3rd and/or 4th week of August 2013.

CONTROL OF WORK

Final Acceptance

Prior to substantial completion, the City, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or diminishes the City's rights under the guaranty provisions.

State Taxes

Sales Tax will be added to the unit bid prices.

Insurance General Requirements

- A. The Contractor shall obtain and keep in force during the term of the contract and until 30 days after the physical completion date, unless otherwise indicated, the following insurance with insurance or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- C. The insurance policies shall contain a "cross liability" provision.
- D. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- E. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- F. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- G. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the City of Woodland as additional insured.

The listed entity shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations for one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	Combined Single Limit
-------------	-----------------------

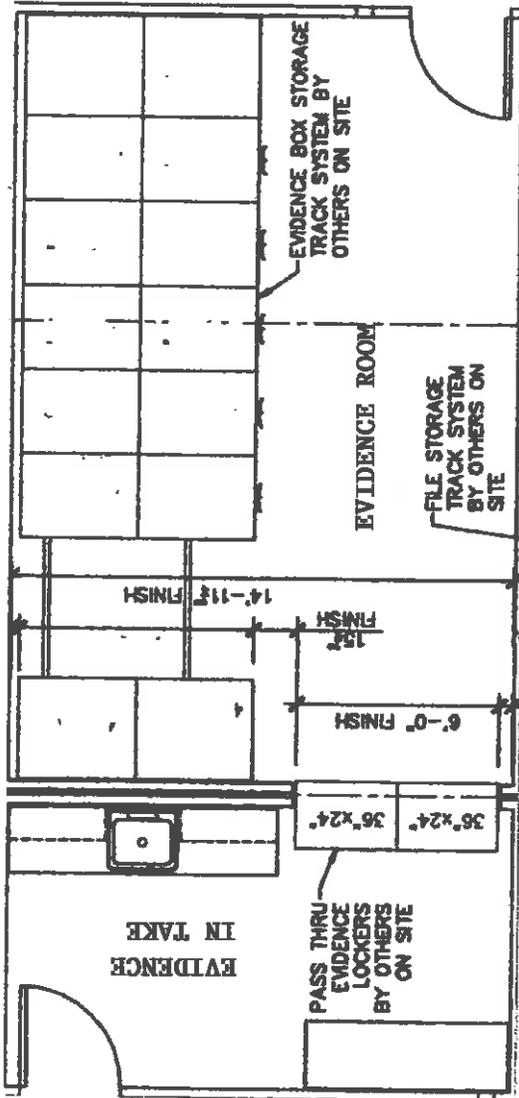
Workers' Compensation

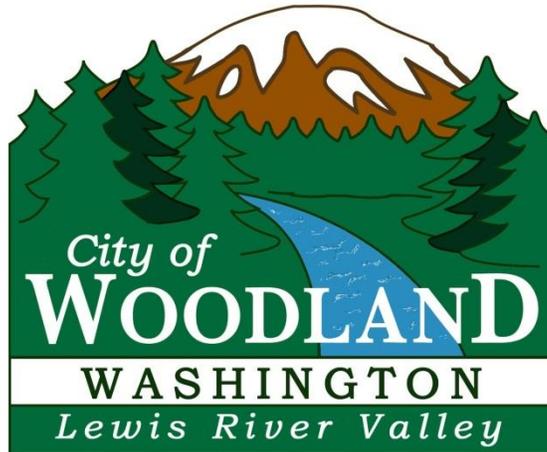
The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.



PART IV- DRAWINGS

PASS THRU EVIDENCE LOCKERS





CONTRACT DOCUMENTS

FOR THE PURCHASE, DELIVERY AND INSTALLATION OF

PASS THRU EVIDENCE LOCKERS

FOR THE

CITY OF WOODLAND

JUNE 5, 2013

Prepared By:

Karla Hiler
Police Department
City of Woodland
PO Box 9; 100 Davidson Ave.
Woodland, WA 98674
(360) 225-6965

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CITY OF WOODLAND, WASHINGTON

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**INVITATION TO BID
CITY OF WOODLAND
PASS THRU EVIDENCE LOCKERS PROJECT**

The following project will be accomplished as a **PUBLIC WORKS PROJECT** and will be subject to prevailing wage laws.

Sealed proposals for furnishing all materials, labor, and equipment for the following described work will be received by the City of Woodland at the Police Department - 100 Davidson Avenue - Woodland, WA 98674 until June 21, 2013 at 1:30 P.M. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed inside another envelope addressed to the City of Woodland - ATTN: Pass Thru Evidence Lockers Bid Proposal - P.O. Box 9 - Woodland, Washington 98674. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. Sealed bids will be publicly opened and read aloud at 1:30 P.M. on June 21, 2013 at the City Hall Council Chambers – 100 Davidson Avenue - Woodland, WA 98674. A contract will be awarded or all bids rejected within 45 days after the bid opening.

PROJECT NAME: Pass Thru Evidence Lockers

PROJECT DESCRIPTION: Pass Thru Evidence Lockers will be used for temporary evidence storage. The successful bidder shall furnish all labor, materials, and equipment necessary to complete project. The work shall include, but is not limited to, furnishing all labor, equipment and materials necessary to manufacture, deliver and install two (2) Pass Thru Evidence Lockers based on outlined specifications.

The issuing office for Contract Documents is City of Woodland Clerk-Treasurer, PO Box 9; 230 Davidson Ave., Woodland, WA 98674, (360) 225-8281.

Inquiries regarding this project can be directed to either Donny Conner at connerd@woodlandpd.org or Karla Hiler at hilerk@woodlandpd.org.

Technical inquiries regarding the building construction project should be directed to Greg Pfeiffer, Project Manager for William Scotsman or Bart Stepp, Public Works Director, at City of Woodland, (360) 225-7999.

All proposals must be submitted on the regular form furnished with the specifications. Project is scheduled for August 2013 and it is our intention to have the work completed the 3rd or 4th week of August.

State Sales Taxes -- the provisions of Section 1-07.2(1) - Rule 171 – apply to this project. The Contractor shall include Washington State Retail Sales Taxes in the unit bid prices for the materials, equipment, and supplies purchased for this project.

All construction and material, unless otherwise specified, shall be in accordance with the 2012 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of Woodland Engineering Standards for Construction.

The CITY OF WOODLAND reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this invitation to bid if in the judgment of the City Council the best interest of the City would be served.

PART I- BIDDING DOCUMENTS

BID INSTRUCTIONS

1. Intent of Plans and Specifications

It is the intention of these specifications to provide for careful, thorough, and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The City may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of their compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in their examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings, and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Drawings and Conditions

Before making a proposal, the bidder shall examine the drawings of the work area of product installation and ascertain for themselves all the physical conditions in relation thereto. The installation will occur in the new police department currently under construction. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents. No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications, or other documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of Woodland, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed, faxed, or otherwise delivered to each prospective bidder. Failure of any bidder to

receive any such addendum shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

5. Preparation of Proposal

Bids must be submitted by filling in ink (or typing), on the form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices, which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the City, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office they hold in the corporation. The address of the person, firm, or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

6. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

7. Submission of Proposal

Each proposal shall be sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to the Woodland City Hall, 100 Davidson Avenue, at or before 1:30 P.M. on June 21, 2013. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland Police Department - Attn: Bid Proposal - P.O. Box 9 - Woodland, WA 98674.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "propriety" any information that the Bidder believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening at the time and date specified.

8. Substitutions/Alternatives

Bids on suitable and equivalent alternatives to the listed specifications will be considered provided full descriptions and specifications of the alternatives are submitted. It is understood that no two equipment manufacturers design and engineer their products exactly alike. Therefore, minor specification variances from one manufacturer to the next are normal. It is the City's intention to purchase equipment that is designed, engineered, and rated to satisfactorily perform the application intended. Minor variances from the technical specifications will be considered, provided that the primary performance requirements are met. The City reserves the right to accept or reject any proposed minor variances that appear to serve its best interest.

9. Bid Prices

The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for sixty (60) calendar days after the bid opening. In the event of a discrepancy between the unit price and the total price for any Bid item, the unit price will govern and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all Bid items included on the Bid Proposal, the total Bid price will be corrected. If tax is calculated improperly, the City shall utilize the correct tax rate and correct the total Bid.

10. Estimated Quantities

The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

11. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the bid opening on June 21, 2013.

12. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the bid opening.

13. Opening Bids

All bids will be opened at 1:30 p.m. on June 21, 2013, at the City Hall Council Chambers - 100 Davidson Avenue - Woodland, WA 98674. All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

14. Award of Contract

The owner will make award determination on July 1, 2013 by approval of City Council.

15. Basis of Award

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.

16. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

17. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances, or resolutions.

18. Low Responsible Bidder

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

- A. **State Responsibility Criteria.** The Bidder must meet the following state responsibility criteria:
- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
 - 2) Have a current Washington State Unified Business Identifier (UBI) number.
 - 3) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 4) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- B. **Supplemental Bidder Responsibility Criteria.** If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be the City's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

19. Employment Security Department Certificate of Coverage

Contractors must supply with their bid package a certificate of coverage from the Employment Security Department that states they are eligible to bid on this project. To obtain a certificate of coverage go to www.esd.wa.gov/uitax/public-works.php and click on "Bid Letter" link located in the answer to the second question on that webpage.

20. E-Verify Affidavit

The City of Woodland participates in **E-Verify**. E-Verify is an electronic program run by Homeland Security that is designed to verify the documentation of job applicants. The contractor awarded this project must sign and submit an Affidavit of Compliance with E-Verify before a notice to proceed is issued.

20. Woodland Business License

The contractor awarded the project must obtain a City of Woodland business license before the City will authorize work. For information on business licenses, call (360) 225-8281.

21. Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The applicable prevailing wages for this project have an effective date of **June 21, 2013** and are available electronically from the Washington State Department of Labor & Industries and can be found at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

22. Bidder Requirement

By signing the Bid Proposal Form, the contractor declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

23. Bid Submittal Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- Statement of Bidder Qualifications
- Bid Specification and Response Sheet
- Employment Security Dept. Certificate of Coverage Letter per Bid Instructions
- Product Solution with drawing and technical information that may also include Brochures, Literature, Narratives
- Two copies of Operations & Maintenance Manuals
- Warranty Information

STATEMENT OF BIDDER QUALIFICATIONS
Project: Pass Thru Evidence Lockers

Name of Firm: _____

Address: _____

Payment Address: _____

Contact Telephone No.:(_____) _____

Contact Person for this Contract: _____

Contact Address: _____

State of Washington Department of
Licensing Contractor's Registration Number: _____

State of Washington UBI Number: _____

State of Washington Department of Employment Security Number: _____

Washington State Excise Tax Registration No.: _____

Federal Tax ID Number: _____

How many years as a company have you provided commercial services? _____

Do you have any outstanding payment due to the Department of Revenue?

Yes No If yes, please explain. _____

Do you have any outstanding payments due to the Department of Labor and Industries?

Yes No If yes, please explain. _____

Do you have any outstanding payments due to the Department of Employment Security?

Yes No If yes, please explain. _____

Are you listed on any debarment lists? Yes No

Are you on the list of parties excluded from the Federal procurement or Non-procurement programs? Yes No

By the signature below, Bidder confirms that all information provided is true and correct.

Signature

Title

Date

Print Name: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 1)

Place a check mark in front of each line item to verify inclusion in the bid.

1. _____ Product solution must be constructed of durable steel with powder coated finish.
2. _____ Product solution for Pass Thru Evidence locker must include: lift latch keyless locks on in-take side, single rear access door in evidence room, and front lock out system.
3. _____ Product solution for Pass Thru Evidence locker dimensions for each unit:
Width: 36" Depth: 24" Height: 82" with 4" base.
4. _____ Product solution for Pass Thru Evidence locker must have *similar* layout design, as shown in Part IV – Drawings, within dimension guidelines.
5. _____ Product solution must meet all State of Washington and City of Woodland Building Code, and any other Codes, Ordinances and Laws applicable within the governing jurisdiction.
6. _____ Overall height of storage solution must not exceed fire code. Ceiling height of room is 8 ft. Contractor is responsible to verify all code requirements.
7. _____ Describe how the product solution in the proposal incorporates seismic safeguards.
8. _____ The bid shall be accompanied with a detailed description including engineering drawing and technical data of the pass thru evidence locker system and equipment being bid. This drawing and data shall be in sufficient detail to provide a complete description of the pass thru locker system and equipment including accurate specification concerning weight, frame material and strength, overall length, width and height.
9. _____ Product solution must include materials and installation into the designated space.
10. _____ Product delivery and installation must be coordinated with William Scotsman Project Manager, Greg Pfeiffer or Public Works Director, Bart Stepp.
11. _____ Contractor will be responsible for all required permits and inspections if required.
12. _____ Product solution must identify and include reasonable maintenance/service plan by service location within the State of Washington. Identify the closest facility to Woodland, WA: _____..
13. _____ Prevailing Wage Requirements apply to the installation of this system.

COMPANY NAME: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 2)

14. _____ Bidders are required to provide only new, unused equipment, and provide engineering and technical data on the proposed lockers.
15. _____ All warranties shall be clearly noted and included with the bid, minimum 1 year parts and labor required.
16. _____ All components and accessories cataloged as standard by the vendor, unless superseded by these specifications, shall be provided with the system.
17. _____ All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in the specifications.
18. _____ Vendor is required to be an authorized dealer in the business of selling and servicing the equipment identified in the bid.
19. _____ Bidder must identify product manufacturer's make and model number.
20. _____ If applicable, bidder must provide two copies of operation and maintenance manuals covering proper maintenance and adjustments of equipment and mechanical systems, recommended preventative maintenance, and troubleshooting guide.
21. _____ Product Delivery, Storage And Handling: Deliver Pass Thru Evidence Lockers in Manufacturer's original, unopened protective packaging.
- Prevent soiling, physical damage and wetting.
 - Protect equipment and exposed finishes during transportation, erection and construction against damage and stains.
 - Install each equipment item in accordance with Manufacturer's direction, referenced Codes and Specifications.
 - Install Pass Thru Evidence Lockers with clearances in accordance with referenced specifications.
 - Install Pass Thru Evidence Lockers equipment to facilitate safe and easy removal for maintenance and repair.
 - Replace/repair/repaint any material or building equipment damaged during the Pass Thru Evidence Lockers installation caused by Contractor and/or their Subcontractors.
22. _____ Freight: F.O.B. Destination freight prepaid and included is required for destination to the City of Woodland, 200 E Scott, Woodland WA 98674. Vendor will be responsible for any damage in transit
23. _____ Contractor to dispose of all debris, material, packaging, etc from site and for clean up following installation.

COMPANY NAME: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 3)

24. _____ What is the manufacturer, make and model number of units?

25. _____ Provide names and contact information of three references for which similar storage units have been installed within the last 24 months. Attach additional sheets as needed.

COMPANY NAME: _____

SPECIFICATIONS
Project: Pass Thru Evidence Lockers

SPECIFICATIONS AND BID RESPONSE FORM (Page 4)

- This page of the bid form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.
- Initial here _____ to verify your Bid considers addenda: _____ through _____

Having carefully examined all documents enclosed herein, the undersigned proposes to furnish and install Two (2) Pass Thru Evidence Lockers as set forth below:

Bid Price for Two (2) Pass Thru Evidence Lockers	\$
Washington State Sales Tax 7.8%	\$
TOTAL	\$

Company Name: _____

Company Address: _____

City/State/Zip: _____

WA State UBI Number: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

Contractor Signature: _____

Date: _____ County & State of Signing: _____

PART II- CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between the City of Woodland, Washington, hereinafter called "Owner," and of _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.

PROJECT DESCRIPTION: Delivery and installation of two (2) Pass Thru Evidence Lockers based on outlined specifications, systems will be located in the new police department, to be used for temporary evidence storage. The Contractor will coordinate delivery and installation of products with Greg Pfeiffer, William Scotsman Project Manager or Bart Stepp, City of Woodland Public Works Director. Delivery and installation is expected to be completed 3rd and/or 4th week of August 2013.

The Contractor will commence the work required by the Contract Documents within August, 2013 unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the total price of _____.

The term "Contract Documents" means and includes the following:

Invitation to Bid Bid Instructions Bidder Statement of Qualifications Specification and Bid Response Agreement	City of Woodland Special Provisions Contract Bid Items Floor Plan drawing and/or sample illustrations All items included within these Contract Documents.
----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

OWNER:

By: _____

Typed Name: _____

Title: _____

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

By: _____

Typed Name: _____

Title: _____

Address: _____

ATTEST:

Typed Name: _____

Title: _____

NOTICE OF AWARD

DATE: _____, 2013

TO: _____

PROJECT NAME: Pass Thru Evidence Lockers

The Owner has considered the Bid submitted by you for the above described work in response to its invitation to bid to deliver and install two (2) Pass Thru Evidence Lockers, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of _____
_____ (\$ _____).

You are required by the Bidding Documents to execute the Agreement and furnish the required Certificates of Insurance (including complete insurance coverage for the Owner and City of Woodland) within ten (10) calendar days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2013.

City of Woodland, Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO AWARD** is hereby acknowledged.

Firm: _____, this _____ day of _____, 2013.

By: _____

Title: _____

PART III-CONDITIONS OF THE CONTRACT
CITY OF WOODLAND SPECIAL PROVISIONS

CITY OF WOODLAND SPECIAL PROVISIONS

Definitions

Owner. Council of the City of Woodland as represented by its authorized officers, employees, or agents.

Award of Contract

The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within forty-five (45) days after the Bid Opening.

The "lowest responsible Bidder" shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner."

SCOPE OF WORK

Delivery and installation of two (2) Pass Thru Evidence Lockers based on outlined specifications, systems will be located in the new police department, to be used for temporary evidence storage.

1. The Contractor will comply with all state laws relating to employment and wages applicable to prevailing wages as set forth by Department of Labor and Industries.
2. The Contractor will coordinate delivery and installation with Greg Pfeiffer, William Scotsman Project Manager or Bart Stepp, City of Woodland Public Works Director.
3. Delivery and installation is expected to be completed 3rd and/or 4th week of August 2013.

CONTROL OF WORK

Final Acceptance

Prior to substantial completion, the City, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or diminishes the City's rights under the guaranty provisions.

State Taxes

Sales Tax will be added to the unit bid prices.

Insurance General Requirements

- A. The Contractor shall obtain and keep in force during the term of the contract and until 30 days after the physical completion date, unless otherwise indicated, the following insurance with insurance or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- C. The insurance policies shall contain a "cross liability" provision.
- D. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- E. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- F. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- G. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the City of Woodland as additional insured.

The listed entity shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations for one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	Combined Single Limit
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Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.



PART IV- DRAWINGS