

# Addendum #4



People. Partnership. Performance.

P.O. Box 1837  
Tacoma, WA 98401-1837  
www.portoftacoma.com

September 24, 2015

TO: **PLANHOLDERS**

SUBJECT: **ROOF REPLACEMENT AT 3701 TAYLOR WAY  
MASTER ID 091357 | CONTRACT NO. 070141**

## **ADDENDUM NUMBER FOUR**

This addendum is issued to amend the following:

### **SPECIFICATIONS**

**A. SECTION 00 11 13 – ADVERTISEMENT FOR BIDS**

1. **REPLACE** with new Section 00 11 13

\*Changing bid opening date.

**B. SECTION 00 21 00 – INSTRUCTIONS TO BIDDERS**

1. **REPLACE** with new Section 00 21 00

\*Adding subcontractor listing.

**C. SECTION 00 41 00 – BID FORM**

1. **REPLACE** with new Section 00 41 00

\*Adding subcontractor listing.

**Receipt for this addendum shall be indicated in the space provided in Section 00 41 00,  
Bid Form.**

**END OF SECTION**

**ATTACHMENT A – SECTION 00 11 13 – ADVERTISEMENT FOR BIDS**

**ATTACHMENT B – SECTION 00 21 00 – INSTRUCTIONS TO BIDDERS**

**ATTACHMENT B – SECTION 00 41 00 – BID FORM**

**THE PORT OF TACOMA IS CURRENTLY ACCEPTING SEALED BIDS FOR CONSTRUCTION OF  
THE FOLLOWING:**

**Roof Replacement at 3701 Taylor Way**

**PROJECT NO. 091357 | CONTRACT NO. 070141**

- Scope of Work:** The work required for this project includes removal and installation of new timber sheathing and roofing material, installation of gutters, downspouts and roof access ladder, select roof joist replacement, truss and column repairs, and the removal of a building containing bathrooms and office space.
- Bid Estimate:** Estimated cost range is 975,000 to 1,190,000 plus Washington State Sales Tax (WSST).
- Sealed Bid Date/Time/Location:** Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington, until **3:00 PM on September 29, September 24, 2015**, at which time they will be publicly opened and read aloud.
- Pre-Bid Conference and Site Tour:** Mandatory pre-bid conferences and site visits have been set for **September 2, 2015 at 10:00 AM and September 3, 2015 at 2:00 PM**. The site visit will convene at the project location, 3701 Taylor Way. Parking is available along the southwest side of building.
- Bid Security:** Each bid must be accompanied by a Certified Check or Bid Security Bond in an amount equal to five (5) percent of the bid.
- Contact Information:** All questions are to be put into writing to BergerABAM at port.procurement@abam.com. No oral answers will be binding by the Port or its consultants.
- Bidding Documents:** Plans, Specifications, Addenda, and Plan Holders List for this project are available on-line through The Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts;" "Procurement," and then the Procurement Number **(070141)**. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List. Holder's Lists will be updated on a regular basis. Additional Instructions available in Instructions to Bidders.

**END OF SECTION**

## **PART 1 - SUMMARY**

### **1.01 DEFINITIONS**

All definitions set forth in the Agreement, the General Conditions of the Contract for Construction and in other Contract Documents are applicable to the Bidding Documents.

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. An "Additive Bid" (or "Additive") is an amount stated in the Bid to add specified features of the work.
- C. An "Alternate Bid" (or "Alternate") is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- D. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of the Bid and intent to enter into a Contract with the Bidder.
- E. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- F. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- G. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- H. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- I. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- J. A "Bidder" is a person or entity who submits a Bid.
- K. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- L. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the project manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- M. The "Schedule of Unit Prices" is a separate schedule on the Bid Form for Unit Pricing as an all-inclusive price per unit of measurement for materials, equipment or services as described in the Bidding Documents or in the proposed Contract Documents for the optional use of the Port. Quantities are not predictions of amounts anticipated. The Port may but is not obligated to accept a Schedule of Unit Price if it accepts the Base Bid. The Schedule of Unit Prices are not factored into the evaluation of determining the low bid amount and are not included as part of the bid award amount.

- N. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

#### 1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
- B. **PRE-BID MEETING.** The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a prospective Bidder has attended all or substantially all of such meeting or session.
- C. **BASIS.** Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- D. **EXAMINATION.** The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, but not limited to, any liquidated damages and insurance provisions), and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- E. **PROJECT MANUAL.** The Bidder has checked its copies of the project manual (if any) with the table of contents bound therein to ensure the project manual is complete.
- F. **SEPARATE WORK.** The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.
- G. **LICENSE REQUIREMENTS.** Bidders and Sub-Bidders shall be registered and shall hold such licenses as may be required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- H. **NO EXCEPTIONS.** Bids must be based upon the materials, systems and equipment described and required by the Bidding Documents, without exception.

### 1.03 BIDDING DOCUMENTS

#### A. COPIES

1. **Bidding Documents.** Bidders may obtain complete sets of the Bidding Documents from the Port's website at [www.portoftacoma.com](http://www.portoftacoma.com) 'Contracts' 'Procurement' and then find the project number and title.
2. **Holder's List.** Subscribe to the Holder's List for this procurement by clicking on the Holder's List icon:



**Then typing in the contact email address to receive updates and clicking 'Submit'. Following the Submit, a screen will come up to verify subscription. From there, select 'Subscriber Preferences' and then 'Questions' (the 3<sup>rd</sup> tab). Fill out all information in the questions section and then select 'Submit' and this will complete the registration to the Port's Holder's List for this procurement. For more instructions, see the [Port of Tacoma website](#).**

3. **Complete Sets.** Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for obtaining updated information. The Port does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents.
4. **Conditions.** The Port makes copies of the Bidding Documents available only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.
5. **Legible Documents.** To the extent any Drawings, Specifications, or other Bidding Documents are not legible, it is the Bidder's responsibility to obtain legible documents.

#### B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. **Duty to Notify.** Bidders shall promptly notify the Port in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
3. **Products and Installation.** All Bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Port any objections (in writing) no later than seven (7) days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.

4. Written Request. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written email request to [port.procurement@abam.com](mailto:port.procurement@abam.com) at least seven (7) days prior to the Bid Date.
5. **Request to Modify Responsibility Criteria.** No later than **ten (10) days prior to the Bid Date**, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.
5. Addenda. The Bidder shall not rely on oral information provided at any pre-Bid meetings or during site visits. Verbal statements made by representatives of the Port are for informational purposes only. Any interpretation, correction or change of the Bidding Documents will be made solely by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any manner other than by written Addendum, including but not limited to oral statements, will not be binding, and Bidders shall not rely upon such statements, interpretations, corrections or changes. The Port is not responsible for explanations or interpretations of the Bidding Documents other than in a written Addendum.
6. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.
7. Singular References. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
8. Utilities and Runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

1. For substitutions during bidding, refer to Section 00 26 00 – Substitution Procedures During Bidding.

D. ADDENDA

1. Distribution. All Addenda will be written and will be posted to the Port's project website for this bid. [www.portoftacoma.com](http://www.portoftacoma.com), then under 'Contracts', 'Procurement' and the select the project number/title to go to the project page. **Only those who have signed up for the Holder's List will get the automatic emails when new project information is posted.**
2. Copies. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Verification and Acknowledgment of Receipt. Prior to submitting a Bid, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt and consideration of all Addenda in its Bid.

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.

2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of components bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
  - a. For lump sum bids the total Contract Sum shall be submitted.
  - b. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. Alternates. All Alternates should be Bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Alternates are not Bid. If no change in the Base Bid is required for an Alternate, enter "Zero" or "0." If there is no entry, the Bidder will be presumed to have made no offer to perform the Alternate. If it is not otherwise clear from the Bid or the nature of the Alternate, it will be presumed that the amount listed for an Alternate is additive rather than deductive.
7. Schedule of Unit Prices. All Unit Prices under this schedule shall be bid. The Port reserves the right, but is not obligated to, reject any Bid on which all requested Schedule of Unit Prices are not bid.
8. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form nor qualify its Bid in any manner.
9. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/lni/bbip/Search.aspx> under the contractor registration business owner information. If the business owner information is not current the bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder
10. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

B. POTENTIAL LISTING OF SUB-BIDDERS (SUBCONTRACTORS)

1. Procedure. On certain projects of the Port, the Bid Form includes a requirement that certain Sub-Bidders be listed, in which case the Bidder must complete the required list. In these circumstances, and regardless of the anticipated cost of the Project, the Bidder must name the Sub-Bidder or Sub-Bidders with whom the Bidder, if Awarded the Contract, will subcontract directly (i.e., not lower-tier Sub-Bidders) for performance of the Work of:
  - a. HVAC (heating, ventilation and air conditioning) Work,
  - b. plumbing Work as described in RCW 18.106,
  - c. electrical Work as described in RCW 19.28, and
  - d. any other categories of Work listed on the Sub-Bidder listing form and/or Bid Form.
    - 1) SELF-PERFORMANCE: If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.
    - 2) MULTIPLE ENTRIES: The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Sub-Bidder will vary based on an Alternate Bid, in which case the Bidder shall identify the Sub-Bidder to be used for the Alternate and the affected portion of the Work.
2. Failure to Submit. In accordance with RCW 39.30.060, failure of a Bidder to submit as part of the Bid the names of such proposed HVAC, plumbing, and electrical Sub-Bidders or to name itself to perform such Work or the naming of two or more Sub-Bidders to perform the same Work shall render the Bidder's Bid non-responsive and, therefore, void.
3. Requirement to Subcontract. The Bidder, if Awarded the Contract, will subcontract with the listed Sub-Bidders for performance of the portion of the Work designated on the Bid Form, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Sub-Bidder in furtherance of bid shopping or bid peddling.
4. Sub-Bidder Qualification. Listed Sub-Bidders may be required to provide evidence of their qualifications, including a statement of experience and references, prior to Award, or at any time during the Contract Time. Such information shall be provided within 24 hours of request. This evidence shall demonstrate that the Sub-Bidder meets or exceeds all requirements for experience, qualifications, manufacturer's certifications, or any other requirements specified in any of the technical sections of the Contract Documents for which the Sub-Bidder proposes to perform Work.
5. Replacement. If a listed Sub-Bidder fails to provide adequate evidence of qualifications, is unable to comply with any bonding requirements of the Bidding Documents or with other requirements of the Contract or Bidding Documents, is not properly licensed, or fails to meet the Responsibility Criteria of the Bidding Documents, the Port may require the Bidder to replace the Sub-Bidder with another subcontractor reasonably acceptable to the Port at no change in the Contract Sum or Contract Time.
6. Sub-Bidder Standards. Sub-Bidders shall meet contractual and technical qualification standards, and provide specialized certification, licensing, and/or payment and performance bonding, if required.
7. Small business participation encouraged. The Port's policy is to encourage the Contractor to solicit and document participation, and to provide and promote the maximum lawful, practicable opportunity for increased participation, by small business enterprises.



### C. BID SECURITY

1. Purpose and Procedure. Each Bid shall be accompanied by Bid security payable to the Port in the form required by the Bidding Documents and equal to five percent (5%) of the Base Bid only (i.e., not including any Alternates or Unit Prices). The Bid security constitutes a pledge by the Bidder to the Port that the Bidder will enter into the Contract with the Port in the form provided, in a timely manner, and on the terms stated in its Bid, and will furnish in a timely manner the payment and performance bonds, certificates of insurance, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the Bid security shall be forfeited to the Port as liquidated damages, not as a penalty. By submitting a Bid, each Bidder represents and agrees that the Bid security, if forfeited, is a reasonable prediction on the Bid Date of future damages to the Port.
2. Form. The Bid security shall be in the form of a certified or bank cashier's check payable to the Port or a Bid bond executed by a bonding company reasonably acceptable to the Port licensed in the State of Washington, registered with the Washington State Insurance Commissioner, possess and A.M. Best rating of "A minus, Fiscal Size Category (FSC) (6) or better and be authorized by the U.S. Department of the Treasury. The Bid security shall be signed by the person or persons legally authorized to bind the Bidder. Bid bonds shall be submitted using the form included with the Bidding Documents.
3. Retaining Bid Security. The Port will have the right to retain the Bid security of Bidders to whom an Award is being considered until the earliest of either (a) mutual execution of the Contract, and the Port's receipt of payment and performance bonds, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) when all Bids have been rejected.
4. Return of Bid Security. Within sixty (60) days after the Bid Date, the Port will release or return Bid securities to Bidders who's Bids are not to be further considered in Awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned. Bid security may be returned in the form provided or by separate payment.

### BD. SUBMISSION OF BIDS

1. Procedure. The Bid, and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.
  - a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, One Sitcum Plaza, Tacoma, WA 98421.
  - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, One Sitcum Plaza, Tacoma, WA 98421.
  - c. The time stamp clock at the Front Reception Desk at One Sitcum Plaza is the Port's official clock.
2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port or rejected at the time of receipt.

3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

#### GE. MODIFICATION OR WITHDRAWAL OF BID

1. After the Bid Date. A Bid may not be modified, withdrawn or canceled by the Bidder during a sixty (60) day period following the Bid Date, and each Bidder so agrees by virtue of submitting its Bid.
2. Before the Bid Date. Prior to the Bid Date, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. The notice shall be in writing with the signature of the Bidder and shall be worded so as not to reveal the amount of the original Bid. Email notice will not be accepted. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Port in time to be withdrawn before the Bid opening.
3. Resubmittal. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

#### DF. COMMUNICATIONS

1. Communications from a Bidder related to these Instructions to Bidders must be in writing to [port.procurement@abam.com](mailto:port.procurement@abam.com). Communications, including but not limited to notices and requests, by Sub-Bidders shall be made through the Bidder and not directly by a Sub-Bidder to the Port.

#### 1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within 24 hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS: The Port shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES: The Port will not be obligated to consider notice of claimed Bid mistakes received more than 24 hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.
- D. ACCEPTANCE OF BID (AWARD)
  1. Intent to Accept. The Port intends (but is not bound) to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.

2. Alternates. The Port shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. Failure to submit Bids on all Alternates may be cause for rejecting the Bidder's entire Bid. The Port retains the right to accept Alternate Bid items at the price Bid within sixty (60) days after the Contract is executed.
3. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.

E. BID PROTEST PROCEDURES

1. Procedure. A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).
2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
3. Waiver. Failure to comply with these protest procedures will render a protest waived.
4. Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Have a current state unified business identifier number.
2. Have a current registration as required in RCW 18.27.
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in RCW 51.
4. Have an employment security department number as required in RCW 50.
5. Have a state excise tax registration number as required in RCW 82.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

7. When applicable, not have been found to be out of compliance by the Washington state apprenticeship and training council for certain apprenticeship requirements during the prior year.
8. Not have violated requirements of RCW 39.04.370 for off-site, prefabricated, nonstandard, Project-specific items more than once as determined by the Department of Labor and Industries.

**B. INFORMATION FROM APPARENT LOW BIDDER**

1. Submittal. Within 24 hours of the Bid Date, the apparent low Bidder shall submit to the Port the following documents executed by an authorized company officer; written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by Port procedures, including:
  - a. The Bidder's recent job resume. Include a minimum of five jobs with the past five years of similar size and scope to the proposed work, using similar materials, greater than 20,000 square foot, and have a minimum \$500,000 value to the roofing scope.
  - b. Demonstration that the installer for the proposed roofing system has been continuously approved as an applicator of the proposed roofing system for a minimum of five years.
  - c. Resumes of the Bidder's proposed Project Manager and Superintendent.
  - d. A list of all contracts of the Bidder terminated prematurely within the past five years.
  - e. A list of any L&I, environmental or building citations or notices of violation issued to the Bidder within the past five years.
2. To be considered Responsible, submit documentation showing the apparent low bidder meets the following supplemental criteria applicable to this Project:
  1. The Bidder must demonstrate that it has the ability, capacity, and skill to perform the Contract;
  2. The Bidder must have the character, integrity, reputation, judgment, experience, and efficiency to perform the Contract;
  3. The Bidder must demonstrate that it has the ability to perform the Contract within the time specified;
  4. Demonstration by the Bidder of previous and existing compliance with laws relating to the Contract;
  5. The quality of performance by the Bidder and listed Sub-Bidders on previous public works projects in Washington of a scope and magnitude equal to or greater than the Project;
  6. The demonstrated ability of the Bidder, in the last five (5) years, to perform and successfully complete public works projects of a similar scope and scale to the Project;
  7. Demonstration by the Bidder and listed Sub-Bidders that their proposed Project Managers have a minimum of five (5) years of successful experience in project management of public works projects of a similar scope and complexity to the Project;
  8. Demonstration by the Bidder and listed Sub-Bidders that their proposed Superintendents have a minimum of seven (7) years of successful supervision of public works projects of a similar scope and complexity to the Project; and

9. The Bidder and listed Sub-Bidders must not currently be a party to a formal dispute resolution process with the Port—i.e., a pending mediation, arbitration or litigation.
  3. Within ten (10) days after the Port's Notice of Award of the Contract, the apparent low Bidder shall also submit to the Port:
    - a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers.
    - b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten percent (10%) of the Base Bid), consistent with the listing required with the Bid.
    - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
  4. Bidder Responsibility. The Bidder will be required to establish to the satisfaction of the Port the reliability and Responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
  5. Sub-Bidder Responsibility. The Responsibility of the Bidder may be judged in part by the Responsibility of Sub-Bidders. Bidders must verify the Responsibility Criteria for each first-tier Sub-Bidder. A Sub-Bidder of any tier that hires other Sub-Bidders must verify Responsibility Criteria for each of its lower-tier Sub-Bidders. The verification shall include a representation that each Sub-Bidders, at the time of subcontract execution, is Responsible and possesses required licenses.
  6. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option, (1) withdraw their Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (3) file a protest in accordance with the Bidding Documents.
  7. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Port.
  8. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.
- C. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Port as under consideration for Award of a Contract shall also provide a properly executed Qualification Statement, if so requested by the Port.

#### 1.07 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, AND INSURANCE

- A. **BOND REQUIREMENTS:** Within ten (10) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bonds shall be included in the Base Bid.
- B. **TIME OF DELIVERY AND FORM OF BONDS:** The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- C. **INSURANCE:** a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents;
- D. **GOVERNMENTAL REQUIREMENTS:** Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

#### 1.08 FORM OF AGREEMENT

- A. **FORM TO BE USED:** The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental or Special Conditions, and the other Contract Documents included with the project manual.
- B. **CONFLICTS:** In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.
- C. **CONTRACT DELIVERY.** Within ten (10) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

**END OF SECTION**

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT TITLE:** Roof Replacement at 3701 Taylor Way

The undersigned Bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon. Bidder proposes and agrees, if this proposal is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the contract documents of the Port of Tacoma, and that the Bidder will complete the work within the time stated, and that Bidder will accept in full payment therefore the lump sum or unit price(s) set forth below:

**Proposed Bid Price.** (Note: Show prices in figures only.) Complete installation:

Item No.	Description of Item	QTY	UOM	Unit Price	Extended Price
1	Mobilization and Demobilization	1	LS		
2	Roofing Replacement	1	LS		
3	Plywood Roof Sheathing Replacement	1	LS		
4	Roof Joist Replacement	4,400 5,720	LF		
5	Truss Repair	20	EA		
6	Gutters, Downspout and Roof Access Ladder	1	LS		
7	Building Removal	1	LS		
8	Column Repair and Column Brace Replacement	1	LS		
Base Bid Subtotal					

**Evaluation of Bids.** In accordance with the provisions of these Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive bid.

**Addenda.** Bidder acknowledges review of all Addenda through No. \_\_\_\_\_.

**Principal Subcontractors/Suppliers.** The bidder shall list below the name of each subcontractor or supplier to whom the bidder proposes to subcontract the portions of the work listed below, or name itself for the work.

Work to be Performed	Name of Firm
HVAC (Heating, Ventilation and Air Conditioning) Work	
Plumbing Work as described in RCW 18.106	
Electrical Work as described in RCW 19.28	

**Noncollusion.** The undersigned declares under penalty of perjury that the bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

---

Name of Firm

---

Date

---

Signature

---

By (Type or Print)

---

Title

---

Mailing Address

---

City, State

---

Zip Code

---

Telephone Number

---

Email Address

---

WA State Contractor's License No.

---

Date of Issue

---

Expiration Date

---

Unified Business Identifier (UBI) No.

---

Employment Security Department No.

---

Identification of Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity

**END OF SECTION**