



Klickitat County Port District No. 1

154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

Request for Quote

2014-04
Bingen Point Flooring

Submission Deadline

April 11, 2014 at 5:00 P.M. PPT

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Request for Quote

2014-04 – Bingen Point Flooring

1. INTRODUCTION

1.1 SCOPE OF WORK

The Port of Klickitat seeks quotes from experienced, qualified, and licensed contractors to: a) remove and dispose of approximately 213 square feet of existing flooring and approximately 60 lineal feet of existing cove base; b) install approximately 370 square feet of Armstrong LP475 "Silver City" linoleum; and c) install approximately 139 lineal feet of Roppe 700-series #140 "Fawn" cove base.

1.2 LOCATION

154 E Bingen Point Way Suites B and D and 1211 E Bingen Point Way.

1.3 SPECIAL PROVISIONS

Provider's quote must take into account the following special provisions/conditions/requirements.

- a. Port shall remove and set existing water heaters (2), toilets (2), and doors (9).
- b. Provider shall remove and properly dispose of all existing cove base (approx. 60 lineal feet).
- c. Provider shall remove and properly dispose of existing flooring (approx. 213 sq. ft. in five rooms).
- d. Provider shall install Armstrong Linorette LP475 "Silver City" linoleum flooring in all locations (approx. 370 sq. ft. in seven rooms).
- e. Provider shall install flooring in accordance with commonly accepted practice and Armstrong installation guidelines.
- f. Provider shall prepare floors in accordance with commonly accepted practice and ASTM F710-11 "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring".
- g. Provider shall seal all flooring seams in accordance with commonly accepted practice and ASTM F1516-13 "Standard Practice for Sealing Seams of Resilient Flooring Products by the Heat Weld Method" or F693-01(2012) "Standard Practice for Sealing Seams of Resilient Sheet Flooring Products by Use of Liquid Seam Sealers".
- h. Provider shall install Roppe 700-series #140 "Fawn" four inch (4") cove base in all locations (approx. 92 lineal feet) except bathrooms.
- i. Provider shall install Roppe 700-series #140 "Fawn" six inch (6") cove base in the bathrooms in Suites B and D (approx. 47 lineal feet).

1.4 ADDITIONAL INFORMATION

Provider should consider the following information.

- a. Floors are concrete slab-on-grade.
- b. All flooring, including glue, to be removed has been tested for the presence of Asbestos. Laboratory results indicate No Asbestos Detected (NAD). A copy of the laboratory analysis will be provided upon request.
- c. Bathroom walls in Suites B and D are covered with Fiberglass Reinforced Panels (FRP).
- d. Flooring to be installed in seven rooms of the following sizes: a) 9'3" x 11'; b) 6'1" x 2'11"; c) 6'1" x 7'6"; d) 9'3" x 10'6"; e) 6'1" x 2'11"; f) 6'1" x 7'; and g) 7'7" x 6'7".
- e. Additional flooring information is available at:
http://www.armstrong.com/commflooringna/product_details_toolbox_magnify.jsp?item_id=112924.
- f. Armstrong installation guidelines are available at:
<http://www.armstrong.com/flooring/guaranteed-installation-systems.html>.
- g. Additional cove base information is available at:
<http://www.roppe.com/products/700seriesbase/index.html>.
- h. Additional information on ASTM 710-11 is available at:
<http://www.astm.org/Standards/F710.htm>.
- i. This RFQ has been reissued.

2. TERMS AND CONDITIONS

2.1 AMBIGUITY

Any Response to this RFQ that is uncertain as to terms, delivery, compliance, or specifications may be rejected or otherwise disregarded. Port reserves the right to obtain clarification of any point in any Response.

2.2 ASSIGNMENT

Any portion of the Work that Provider intends to assign, sublet, or transfer to another party must be described, in detail, in the Provider's response. Port reserves the right to require the substitution of any subprovider.

2.3 CANCELLATION

Port reserves the right to cancel or to reissue this RFQ at any time without obligation or liability.

2.4 CHANGES

Port reserves the right to correct errors in, or provide additional information regarding, this RFQ. Port may alter the scope of work via Addendum (before bid award) or via Change Order (after bid award)

2.5 CLEANUP

Upon completion of the work, Provider shall remove from the Port District's property and from all public and private property, at his or her own expense, all temporary structures, rubbish and waste materials resulting from his or her operations.

2.6 COMPETITIVE PROCUREMENT

Provider shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

2.7 CONTACT

Provider shall not attempt to contact, communicate, or discuss this RFQ with any Port commissioner, employee, or agent except the RFQ Coordinator.

2.8 CONTINGENCY FEES

Provider warrants that no person or selling agency has been employed or retained to solicit or secure the contract contemplated by this RFQ upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, Port shall have the right, in its sole discretion, to reject Provider's response or annul any subsequent contract and recover the full amount of such commission, percentage, brokerage, or contingent fee without liability.

2.9 CORRECTIONS

Port reserves the right to make corrections to responses for immaterial mistakes including, but not limited to, misspelling, transposition, and mathematical errors. Corrections, if any, can be made only by the RFQ Coordinator. Provider is wholly liable for all errors and omissions contained in its Response.

2.10 DEADLINE

Responses to this RFQ must be received by 5:00 P.M. PPT on April 11, 2014. Responses received after that time will be rejected.

2.11 DELAY – DELIVERY

Port assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery system with respect to any correspondence required under the terms of this RFQ.

2.12 DELAY – PERFORMANCE

Any delay in the progress of the work by any act or neglect of the Port, any other provider or contractor employed directly by the Port, changes in the work as ordered by the Port, or strikes, lockouts, fire, inclement weather, unavoidable casualties, or any other causes beyond the Provider's control, shall cause the the time of completion to be extended for a reasonable period of time not to exceed the duration of the cause named above.

2.13 ERRORS

Port is not liable for any errors in Provider's response to this RFQ. No provider will be allowed to alter its response after the closing date and time.

2.14 EQUAL OPPORTUNITY

The Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, creed, national origin, or the presence of any sensory, mental, or physical handicap.

2.15 ESCALATION/FIRM PRICING

Provider's response to this RFQ shall be based on prices that are firm. Escalation will not be allowed.

2.16 EXAMINATION

The Provider warrants that s/he has carefully examined the site of the proposed work, this RFQ, and any addenda, has determined the methods, materials, labor, and equipment required to perform the work in full, and that his/her bid price(s) reflect the same. By submitting a proposal, the Provider represents and acknowledges that s/he has performed said examination and is satisfied as to the conditions to be encountered, the character, quantity, quality, and scope of work, and the quantities and qualities of equipment, materials, and labor to be used. If in the performance of the work, methods, materials, labor, or equipment are required beyond those anticipated, the Provider shall not be entitled to additional compensation.

2.17 GOVERNING LAW

The Contract shall be governed by the laws of the State of Washington.

2.18 GRATUITY/KICKBACK PROHIBITION

Provider shall not provide, attempt to provide, offer, solicit, or accept, directly or indirectly, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind for the purpose of encouraging, obtaining, or rewarding favorable treatment in connection with this RFQ or any subsequent contract. When Provider has reasonable grounds to believe that a violation of this Section may have occurred, it shall report such to Port, in writing, within 24 hours and shall fully cooperate with Port in, and any other agency which may be responsible for, investigating any alleged violation.

2.19 IRREGULARITIES

Port reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any response to this RFQ.

2.20 LIQUIDATED DAMAGES

Provider agrees to diligently, and without interruption, prosecute the Work at such rate of progress as will ensure full completion thereof within the time specified herein. The Provider and Port understand and agree that a breach of the Contract as to completion on time will cause damage to the Port, but that such damages cannot be accurately measured or ascertained. Therefore, the parties agree that for each and every business/working day the Work or any portion thereof shall remain uncompleted after the expiration of the time limit set forth herein, as may be extended under the Delay provision, the Provider shall pay the Port the amount of one hundred dollars (\$100.00) per day, not as penalty but as liquidated damages for such breach of contract. In the event weather conditions reasonably preclude completion of the work, a time-only extension (without cost increase) may be granted without liquidated damages, if the Work is completed as soon as weather conditions permit. This provision does not exclude the recovery of damages by the Port for breach by the Provider of any other provisions of the Contract.

2.21 MINORITY OPPORTUNITY

Minority, women, and veteran-owned firms and small businesses are encouraged to respond to this RFQ.

2.22 OBLIGATION

A response to this RFQ is not a contract and does not indicate a commitment of any kind. No recommendation or conclusion concerning the Provider resulting from this RFQ shall obligate Port in any way except through the execution of a final contract.

2.23 PRE-INSPECTION

Provider may inspect the existing facilities before submitting a quote. Inspection tours will be conducted on April 4, 2014, at 4:00pm PPT, April 7, 2014, at 4:00pm PPT, and April 9, 2014, at 9:00am PPT. Providers wishing to inspect the facilities should arrive at the Port office, located at 154 E Bingen Point Way Suite A; Bingen, WA 98605 (<http://www.google.com/maps?q=port+of+klickitat>), at one of the dates/times described above. Inspection will not be permitted at any other time.

2.24 PROVIDER'S RESPONSIBILITY

The Provider certifies that he/she has fully acquainted himself/herself with all conditions, limitations, restrictions, requirements, plans, specifications, and other information described in, or provided as part of, this RFQ. If Provider fails to meet said conditions, specifications, and requirements, Port may exclude its response from consideration or require Provider to correct any such failures at Provider's expense.

2.25 OWNERSHIP

All materials submitted as part of the response to this RFQ become the property of the Port and Port shall have the right to use any of the ideas presented therein. Selection or rejection of a response does not affect this right. Response materials are subject to disclosure pursuant to the Public Records Act (RCW 42.17).

2.26 PERIOD OF PERFORMANCE

The Work shall be commenced upon delivery of the Notice to Proceed unless otherwise agreed, shall proceed in a timely fashion, and, subject to authorized delays, be completed within three (3) weeks of the date the Contract is executed or that of the Notice to Proceed, whichever is later.

2.27 PREPARATION COSTS

Port will not reimburse Provider for costs incurred in preparing or presenting a response to this RFQ or for any other expense incurred prior to the execution of a final contract.

2.28 PROPRIETARY MATERIAL

Provider shall clearly identify any proprietary information contained in its response to this RFQ. Any response marked as proprietary in its entirety will be rejected as non-responsive. All responses, including any materials submitted with them, are subject to the Public Records Act (RCW 42.17).

2.29 PREVAILING WAGE

This contract involves "Public Work" as defined in Subsection 39.04.010(4) RCW. The hourly minimum rate of wage rate to be paid to all workmen, laborers, or mechanics in each trade or occupation required to be employed in the performance of any part of this Contract by either the Contractor, sub-contractor, or other person doing or contracting to do the whole or part of the Work contemplated by the Contractor shall not be less than the prevailing wage rate, all as provided in Chapter 39.12 RCW, as amended.

2.29.1 CURRENT RATES

Before submitting its bid, the Contractor shall obtain the prevailing wage rates for Klickitat County effective March 28, 2014. This information may be obtained from the Washington Dept. of Labor and Industries web site at www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by requesting a printed copy of the wage rates from the Port. The Contractor may also view the wage rates at the Port Office. The Contractor is advised to obtain and review the "Prevailing Wage Law" booklet available from the Washington Dept. of Labor and Industries at www.lni.wa.gov/IPUB/700-032-000.pdf.

2.29.2 DISPUTES

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his or her decision

therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by Section 38.12.060 RCW as amended.

2.29.3 STATEMENT OF INTENT

On or before the date of commencement of work, the Contractor shall file a statement under oath with the Washington Dept. of Labor and Industries, a copy of which shall be provided to the Port, certifying the rate of hourly wage to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Sub-contractor which shall be not less than the specified hourly minimum wage rate. Such affidavit, statement and any supplemental statements which may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. The Contractor shall be responsible for paying all fees connected with obtaining the statement of prevailing wages and affidavits.

2.30 PROGRESS PAYMENTS

Progress payments will not be made and requests for progress payments will not be accepted.

2.31 QUALIFICATIONS

Provider must be properly licensed to provide these services in the State of Washington, as required by law. Responses from Providers not properly licensed will not be considered.

2.32 RFQ COORDINATOR

Upon release of this RFQ, all communications concerning this RFQ must be directed to the person listed below. Unauthorized contact with other Port personnel regarding this RFQ may result in disqualification. Any oral communications will be considered unofficial and non-binding.

Port of Klickitat
Marc Thornsbury
154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

2.33 SALES TAX

Port is located in unincorporated Klickitat County and subject to Washington State sales tax at the rate in effect for Klickitat County at the time of this RFQ. **Provider's response must show applicable sales tax as a separate line item.**

2.34 WARRANTY

The Provider warrants to the Port that all materials and equipment incorporated into the Work will be new unless otherwise specified and that the Work will be of good quality, free from faults and defects, and in conformance with the terms, conditions, and specifications contained herein. Work not conforming to these requirements shall be corrected by the Provider at his/her own cost and expense.

2.35 WITHDRAWAL

Provider may withdraw its response to this RFQ at any time up to the closing date and time. To withdraw its response, Provider must submit, to the RFQ Coordinator, a written request signed by an authorized representative of Provider. After its response has been withdrawn, Provider may submit a new response at any time up to the closing date and time.

3. RESPONSE

Responses to this RFQ shall be marked, "Bingen Point Flooring" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605. Responses must include, at minimum, the Proposal form contained in this RFQ. Responses received after the deadline described above will not be considered.

PROPOSAL
2014-04 – Bingen Point Flooring

NAME/COMPANY* _____

BUSINESS LICENSE NO. AND EXPIRATION DATE _____

PHYSICAL ADDRESS _____

PHONE NO. _____

CITY, STATE, ZIP _____

FAX NO. _____

The undersigned proposes and agrees, if its quote is accepted, to provide all goods and services described in the 2014-04 – Bingen Point Flooring RFQ, at his/her own expense, according to the requirements, conditions, contract, and instructions of the Port of Klickitat, to furnish the goods and services within the time stated, and to complete the work for the following prices:

UNIT PRICE SCHEDULE

Bid Item	Qty	Unit of Measure	Item Description	Unit Price	Extended Price
1.	_____	Each	Mobilization	\$ _____	\$ _____
2.	_____	LF	Cove base removal/disposal	\$ _____	\$ _____
3.	_____	SF	Flooring removal/disposal	\$ _____	\$ _____
4.	_____	SF	Linoleum installation	\$ _____	\$ _____
5.	_____	LF	Cove base installation – 6-inch	\$ _____	\$ _____
6.	_____	LF	Cove base installation – 4-inch	\$ _____	\$ _____
Grand Total					\$ _____

All work under the contract shall be fully completed by the date described in the RFQ for the following amount (excluding state and local retail sales tax):

Total Proposed Cost: _____ Dollars (\$ _____)

Est. Sales Tax (7%): _____ Dollars (\$ _____)

The work described in the RFQ shall be fully completed within **twenty-one (21) calendar days** from the date the Contract is executed and for the lump sum amount stated above. Time is of the essence in completing this project.

ADDENDUM ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the following addenda. Failure to acknowledge receipt of addenda, if any, is an irregularity that may result in rejection of the proposal.

<u>Addendum No.</u>	<u>Date of Receipt</u>	<u>Acknowledgment (signature)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby declares that s/he has read the 2014-04 – Bingen Point Flooring Request for Quote (RFQ) and any requirements, drawings, conditions, or other information provided, understands the obligations described therein, and has determined all situations affecting the goods and services it is offering.

AUTHORIZED OFFICIAL (PRINT)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL

DATE OF SUBMITTAL

* For persons, partnerships, limited liability companies, and others “doing business as”, give the firm name under which business is transacted. For corporations, this proposal must be executed by a duly authorized official. For joint ventures, give both firm names under which business is transacted.

CONTRACT

2014-04 – Bingen Point Flooring

THIS AGREEMENT is made and entered into this ___th day of April, 2014, by the between **Klickitat County Port District No. 1**, a municipal corporation (hereinafter "**Port**"), and **[provider]**, a [state] [form type] (hereinafter "**Contractor**").

WITNESSETH

Contractor agrees to furnish, at its own expense, all labor, machinery, tools, materials, equipment, etc., including all work incidental to or described or implied as incidental to such items, according to the Request for Quote (RFQ), including any addenda, Contractor's Proposal, and any requirements, conditions, and instructions of the Port of Klickitat. Contractor further agrees that it will accept, in full payment therefore, the price as set forth in the Contractor's Proposal, plus Washington State Sales Tax.

Contractor agrees to fully complete the Work within **twenty-one (21) calendar days** from the date of execution of this Contract. Time is of the essence in completing this project. Port will make a single payment to the Contractor upon satisfactory completion of the work. No progress payments will be made under this Contract.

All conditions set forth in the 2014-04 – Bingen Point Flooring RFQ, Contractor's Proposal submitted in response to said RFQ, and the requirements of the laws of the State of Washington pertaining to political subdivisions and applicable hereto are hereby referred to and incorporated herein as a part of this Contract and as the Contractor's obligations under the terms of this Contract. Contractor shall obtain and/or maintain all insurance as required in the RFQ.

In the event the Contractor shall fail to perform the work as required of and proposed by Contractor, to the approval of Port's Representative, or in the event Contractor shall fail to complete and perform any of the conditions and provisions contained in the RFQ, Port shall have the right to declare this Contract terminated and to retain such sums then due Contractor hereunder and to re-award this Contract to secure the completion thereof and to proceed to enforce any other remedy or remedies permitted by law.

If, for any reason, any provision of the Contract is void or unenforceable, the remaining provisions thereof shall nevertheless remain valid. The void or unenforceable provision shall be replaced by the parties by another provision of a similar economic result. The parties accordingly agree to replace such provisions with the least possible delay by means of a suitable amendment to the Contract whereby any changes in the economic circumstances shall be reflected in the parties' obligations.

EXECUTED this ___th day of April, 2014.

Klickitat County Port District No. 1:

[provider]

By: _____

By: _____

Marc Thornsbury

Name: _____

Executive Director

Title: _____