



Klickitat County Port District No. 1

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

Contract Documents

Central Air Conditioning Unit

Submission Deadline

June 18, 2012 at 5:00 P.M.

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Request for Quote

Central Air Conditioning Unit

1. INTRODUCTION

1.1 SUMMARY

The Port of Klickitat seeks quotes to from experienced and qualified HVAC companies to perform all services necessary to replace an existing Tempstar model CA5048VHA1 unit with a new unit meeting the specifications described in this Request for Quote.

1.2 LOCATION

Port of Klickitat office at 154 E Bingen Point Way; Bingen, WA 98605.

1.3 MINORITY OPPORTUNITY

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

2. PRODUCTS AND SPECIFICATIONS

Provider shall include in its response to this RFQ the following products and/or equipment which shall meet the specifications described herein.

2.1 CENTRAL AIR CONDITIONING UNIT

- a. Manufacturer: American Standard, Bryant, Carrier, Rheem, Ruud, Tempstar, or Trane
- b. Capacity: 2.5 ton
- c. Energy Saving: Energy*Star qualified
- d. Noise: 76 decibels or lower
- e. Refrigerant: R-410a
- f. Efficiency: SEER 15 or higher
- g. Type: Single-stage
- h. Warranty: 10-year/Compressor, 5-year/Other Parts or greater
- i. Size: 4'6"w x 2'6"d or smaller

3. SPECIAL PROVISIONS

Provider shall take into account the following special provisions/circumstances.

- a. Unit connects with existing Tempstar (m/n NCC5075BHB1) gas furnace/air handler.
- b. Existing unit uses R-22 refrigerant. Installer must replace the evaporator coil and flush/purge the line set according to industry best practices.
- c. Line filter/drier should be replaced or added.
- d. Installer must check furnace blower speed and, if necessary, adjusted according to manufacturer's specifications.
- e. Existing unit uses three-phase 208-volt power. Installer may need to rewire for 120-volt or single-phase 208-volt power depending on unit requirements.
- f. Installation Instructions for existing air conditioner, evaporator coil, and furnace and Service Manual for existing furnace available on site.

4. TERMS AND CONDITIONS

4.1 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.

4.2 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.

4.3 CANCELLATION

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

4.4 CHANGES

Port reserves the right to change elements of, correct errors in, or provide additional information regarding, this RFQ.

4.5 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.

4.6 CONTACT

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

4.7 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.

4.8 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.

4.9 DEADLINE

Responses to this RFQ must be received by 5:00 P.M. on June 18, 2012. Responses received after that time will be rejected.

4.10 DELAYS

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.

4.11 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.

4.12 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.

4.13 INSPECTION

Provider may inspect the existing equipment and facilities before submitting a quote. Appointments may be made by contacting Port's Maintenance Technician, Terry Wroe, at 509-493-1655 to schedule an appointment.

4.14 IRREGULARITIES

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

4.15 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.

4.16 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. **Provider's response must state that it meets all conditions, specifications, and requirements of the 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.

4.17 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).

4.18 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.

4.19 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).

4.20 PREVAILING WAGE

The Port is subject to Washington State Prevailing Wage requirements. Except where Provider is a one-person, owner-operated company, **Provider must pay prevailing wages and its response must state its intent to pay applicable prevailing wages** as determined by the Washington Dept. of Labor and Industry.

4.21 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.

4.22 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

4.23 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.**

4.24 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.

5. RESPONSE

Responses to this RFQ shall be marked, "Central Air Conditioning Unit" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A Bingen, WA 98605. Responses received after the deadline described herein will not be considered.

Phone (509) 493-3531

37 Years Experience

SERVICE REPAIR INSTALLATION

IRON MIKE HEATING
PO Box 216
White Salmon, WA 98672

June 16, 2012

Port of Klickitat

Bingen Port Office

1 T4A430 air conditioner	2000.00
(This is a 14 seer unit.)	
EDD4X30F Coil	400.00
Labor	700.00
<u>Electrical</u>	<u>500.00</u>
Sub-Total	3600.00
<u>7% Sales Tax</u>	<u>252.00</u>
Total	\$3852.00

All permits are included in the bid.

State code requires ductwork be pressure-tested at the time equipment is replaced.
The duct testing is included in the bid.

R-22 refrigerant must be recovered environmentally. This is also included in the bid.

Contract

THIS AGREEMENT, made and entered into this 3rd day of July, 2012, by the between **Klickitat County Port District No. 1**, a municipal corporation (hereinafter "**Port**"), and **Iron Mike Heating** (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 and any addenda including Contractor's proposal, specifications, plans, and any 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 complete the Work within **thirty (30) days** from date of this Contract. Port will make a single payment to the Contractor upon satisfactory completion of the work. No progress payments will be made under this Contract.

Contractor shall obtain and/or maintain all insurance as required in the Request for Quote. All provisions and requirements of the laws of the State of Washington pertaining to political subdivisions and applicable hereto, including those listed in the Request for Quote, 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.

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

Contractor's Proposal, submitted in answer to the "Request for Quote" published by the Port District on May 30, 2012, and the aforesaid Request for Quote shall be and are included as part of this Contract.

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 3rd day of July, 2012.

CLICKITAT COUNTY PORT DISTRICT NO. 1:

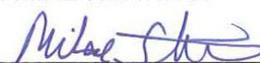
By:  _____

Marc Thornsbury

Executive Director

Dated: July 2, 2012

IRON MIKE HEATING:

By:  _____

Name: Iron Mike Htg

Title: Owner

Dated: 7-2-12