

**Asotin County Conservation District  
Request for Formal Bids  
RFB NO. 2024-01 Kelly Creek PA-45**

**PROJECT TITLE: Kelly Creek PA-45 Fish Habitat Enhancement  
BID DUE DATE: March 6, 2024, 4:30 PM PST**

**EXPECTED TIME PERIOD FOR CONTRACT: 4/1/2024 to 11/31/2024**

**CONTRACTOR ELIGIBILITY:** This procurement is open to those contractors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR BIDS:**

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3. Public Work Requirements
4. Bid Submittal Contents
5. Exhibits
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## **1. INTRODUCTION**

The Asotin County Conservation District (District) is seeking a contractor for the fish habitat enhancement project planned on Kelly Creek in Asotin County.

DISTRICT is the project sponsor for this project which is on WDFW property. DISTRICT developed the design, and the project planner will be present at the pre-bid meeting.

### **1.1 PURPOSE AND BACKGROUND**

A contractor is being sought to construct the fish habitat enhancement project, designed using low tech process-based restoration. The project includes installation of PALS (Post Assisted Log Structures), Post Vanes, BDA (Beaver Dam Analogs), and boulder reconfigurations.

The project area is under cultural resources review and approval. We expect determination prior to contract award. In the case there is a delay in receiving the determination, the project timeline may be adjusted.

DISTRICT will provide all natural wood products and posts specified for this project and should not be included in the proposed cost. Wood Materials and Posts will be helicopter dropped into designated drop locations prior to construction.

### **1.2 OBJECTIVE**

The objective of this RFB is to identify a contractor to construct a salmonid habitat enhancement sponsored by Asotin County Conservation District on Kelly Creek in Asotin County.

### **1.3 PERIOD OF PERFORMANCE**

The period of performance for this request is estimated to be May 1, 2024 to November 30, 2024 with instream construction planned for July 15 to September 30, 2024 as agreed upon by District and the selected contractor as dates are contingent upon environmental compliance, permits, and District Board approval and contract development between parties. Physical completion for this RFB is September 30, 2024.

The District finds it impractical to calculate the actual cost of delays thus it has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of the Contract Scope of Services on time.

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the District to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula:

$$LD = \frac{C \times 15\%}{T}$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

#### 1.4 VIRTUAL PRE-BID SITE MEETING & VISITATION

A **virtual pre-bid site meeting** will be held Wednesday, **February 21, 2024**, via GotoMeeting. A link will be provided on the ACCD website and the meeting will begin at 11:00 am. The project is located on Kelly Creek approximately 15.2 miles south of the town of Asotin at the end of Dwight Halsey Rd. We strongly encourage potential bidders to attend the meeting. The project planner and RFB coordinator will be available to answer questions.

-----  
Kelly Creek Virtual Pre-Bid Site Meeting  
Feb 21, 2024, 11:00 – 11:30 AM (America/Los\_Angeles)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/317929117>

You can also dial in using your phone.

Access Code: 317-929-117

United States: +1 (224) 501-3412

- One-touch: tel:+12245013412,,317929117#

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#### 1.5 DEFINITIONS

Definitions for the purposes of this RFB include:

- **District.** Asotin County Conservation District (District) that is issuing this RFB.
- **Contractor.** Individual or company whose proposal has been accepted by the DISTRICT and is awarded a fully executed, written contract.
- **Bid.** A formal offer submitted in response to this solicitation.
- **Request for Formal Bid (RFB).** Formal procurement document in which a service for construction is identified.

## 2. GENERAL INFORMATION FOR CONTRACTORS

### 2.1 RFB COORDINATOR

The RFB Coordinator is the point of contact in the District for this procurement. All communication between the Contractor and the DISTRICT upon receipt of this RFB shall be with the RFB Coordinator:

**Name:** Brad Riehle

**Address:** 1397 Port Drive

**City, State, Zip Code:** Clarkston, WA 99403

**E-Mail Address:** rfp@asotin.cd.org

All communication outside the pre bid meeting will be done in writing and any other communication will be considered unofficial and non-binding on the DISTRICT. Consultants are to rely on written statements issued by the RFB Coordinator.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

- |  |                               |
|--|-------------------------------|
| ○ Issue Request for Bids                   | January 26, 2024              |
| ○ RFB Questions Accepted                   | January 26 to Feb. 23, 2024   |
| ○ Virtual Pre-bid Meeting                  | 11:00 am PST Feb. 21, 2024    |
| ○ Issue Answers to Any Questions           | March 1, 2024                 |
| ○ Bids due                                 | 4:30 pm PST March 6, 2024     |
| ○ Open Bids and Announce Preliminary Award | 6:00 pm PST March 7, 2024     |
| ○ Bid and Contractor Verifications         | Week of March 11, 2024        |
| ○ Contract(s) Acceptance                   | April 1, 2024                 |
| ○ Notification to Unsuccessful Bidders     | Est. April 5, 2024 via e-mail |
| ○ Preconstruction Meeting                  | TBD June 2024                 |
| ○ Instream construction work window        | July 15 to September 30, 2024 |

The DISTRICT reserves the right to revise the above schedule. Dates are contingent due to Supervisor Board approval and contract development between parties.

### 2.3 SUBMISSION OF BID

Contractors are required to submit one (1) hard copy and one (1) electronic copy of their bid utilizing the Bid Summary, Exhibit A and all required addendum as stated in the Bid Summary. Bid form **must have original signatures**.

The bid, whether mailed or hand delivered, must be received by the DISTRICT no later than 4:30 p.m. local time in Clarkston, Washington, on March 6, 2024. The bid is to be sent to the RFB Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFB Coordinator, who is the District's point of contact for this procurement.

Contractors mailing bids should allow normal mail delivery time to ensure timely receipt of their bids by the RFB Coordinator. Contractors that hand deliver bids should allow time for traffic congestion. Contractors assume the risk for the method of delivery chosen. The DISTRICT assumes **no** responsibility for delays caused by any delivery service.

Late bids will not be accepted and will be automatically disqualified from further consideration. The bid must respond to the procurement requirements. The bid must be complete and must stand on its own merits. All bids and any accompanying documentation become the property of the DISTRICT and will not be returned.

## **2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the District. All bids received shall remain confidential until the contract, if any, resulting from this RFB, is signed by the Board Chairman of the DISTRICT and the apparent successful Contractor; thereafter, the bids shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, Public Records.

Any information in the bid that the Contractors desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractors is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word, Confidential, printed on the lower right-hand corner of the page.

The DISTRICT will consider a Contractors request for exemption from disclosure; however, the DISTRICT will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire bid exempt from disclosure will not be honored. The Contractors must be reasonable in designating information as confidential. If any information is marked as proprietary in the bid, such information will not be made available until the affected bidder has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFB Coordinator is required. All requests for information should be directed to the RFB Coordinator.

## **2.5 REVISIONS TO THE RFB**

In the event it becomes necessary to revise any part of this RFB, addenda will be posted on the DISTRICT website. All communication outside the pre bid meeting will be done in writing and any other communication will be considered unofficial and non-binding on the DISTRICT. All questions must be directed in writing to the RFB Coordinator. The RFB will accept questions until February 23, 2024. Questions will be answered in writing for the RFB and provided via email and posted on the DISTRICT website by March 1, 2024. The DISTRICT also reserves the right to cancel or to reissue the RFB in whole or in part, prior to execution of a contract.

## **2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The established annual procurement participation goals for MBE are 10 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.7 ACCEPTANCE PERIOD**

Bidders must provide 30 days for acceptance by DISTRICT from the due date for receipt of bids.

## **2.8 RESPONSIVENESS**

All bids will be reviewed by the RFB Coordinator to determine compliance with administrative requirements and instructions specified in this RFB **especially public work responsibilities, section 3**. Project Engineer will review all bids to determine compliance with all technical specifications. The Contractor is specifically notified that failure to comply with any part of the RFB may result in rejection of the bid as non-responsive.

In addition to bid responsiveness, DISTRICT awards contracts to the lowest responsible bidder, defined in RCW 43.19.1911, as follows:

(9) In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:

(a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

(b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(c) Whether the bidder can perform the contract within the time specified;

(d) The quality of performance of previous contracts or services;

(e) The previous and existing compliance by the bidder with laws relating to the contract or services;

(f) Such other information as may be secured having a bearing on the decision to award the contract: PROVIDED, That in considering bids for purchase, manufacture, or lease, and in determining the "lowest responsible bidder," whenever there is reason to believe that applying the "life cycle costing" technique to bid evaluation would result in lowest total cost to the state, first consideration shall be given by state purchasing activities to the bid with the lowest life cycle cost which complies with specifications. "Life cycle cost" means the total cost of an item to the state over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner. Nothing in this section shall prohibit any state agency, department, board, commission, committee, or other state-level entity from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

## **2.9 COSTS TO BID**

The DISTRICT will not be liable for any costs incurred by the Contractor in preparation of a Bid submitted in response to this RFB, in conduct of a presentation, or any other activities related to responding to this RFB.

## **2.10 NO OBLIGATION TO CONTRACT**

This RFB does not obligate the DISTRICT to contract for services/materials specified herein.

## **2.11 REJECTION OF BIDS**

The DISTRICT reserves the right at its sole discretion to reject any and all bids received without penalty and not to issue a contract as a result of this RFB.

## **2.12 COMMITMENT OF FUNDS**

The Chairman of the DISTRICT, or his delegate, are the only individuals who may legally commit the DISTRICT to the expenditures of funds for a contract resulting from this RFB. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.13 PAYMENT**

The DISTRICT will utilize check payments in its transactions.

District payments are authorized on a monthly basis if all invoices and documentation are submitted, and project work approved as meeting technical specifications by the Engineer.

- Invoices must be received at the District Office on the first (1<sup>st</sup>) working day of the month.
- Payment shall be made on the Work actually performed by the Contractor.
- Payments shall be made following all applicable federal and state public work regulations. Retainage of 10% on work performed will be held until all work is completed.
- Payment shall be made within 30 days.

## **3. PUBLIC WORK REQUIREMENTS**

This project is a federally funded public works project requiring payment of prevailing wage, either Washington State or Federal, whichever is highest, to all workers. All Washington State Public Work and Federal Davis-Bacon Act regulations apply.

### **3.1 BIDDER RESPONSIBILITY**

Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder will be required by the District to submit documentation demonstrating compliance with the criteria. The bidder must submit the following on the Bid Summary, Exhibit A.

- 1) Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of Bid submittal;
- 2) Have a current Washington Unified Business Identifier (UBI) number;
- 3) If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- 4) Not be disqualified from Bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

Notice of Award will be issued following verification of Bidder Responsibility (eligibility).

- 5) Provide a description and detail of contract information from two (2) instream projects of similar size and scope that you have constructed (installed).

### **3.2 AWARD AND EXECUTION OF CONTRACT**

Award and Execution of Contract will be completed following verification of Bidder responsibility.

A Fully Executed Contract is one that is accepted and signed by the Bidder (Contractor) and the District.

### **3.3 CONTRACT INSURANCE**

The party to whom the Contract is awarded shall be required to execute the agreement and provide the required certificate of insurance prior to contracting.

### **3.4 PREVAILING WAGE**

Washington State Prevailing and Davis-Bacon Act wage rates apply to this job. The Contractor and all the Contractor's sub-contractors shall be required to comply with all Prevailing and Davis-Bacon Act Wage requirements.

- a) Asotin County Conservation District staff will monitor to see that Intent to Pay Prevailing wage is posted at the job site or where workers have ready access.
- b) Visit at random with worker about the wage they are receiving.
- c) Will require copies of all contractor and sub-contractor payroll records.

### **3.5 RETAINAGE**

A sum of 10 percent of all monies earned on this project will be withheld as Retainage. Retainage will not be release until the completion of all contracted items.

## **4. BID SUBMITTAL CONTENTS**

Bids must be submitted on forms included as part of this RFB.

1. Bid Summary (Exhibit A to this RFB).
2. Project Bid Sheet (Exhibit B to this RFB).
3. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit C to this RFB).

### **4.1 BID SUMMARY (MANDATORY) (Exhibit A)**

Bid Summary must be completed in its entirety and accompanied by all required documentation.

### **4.2 PREVAILING RATE DETERMINATION**

Prevailing wages shall be paid in compliance with RCW 39.12 and RCW 49.28. This includes providing L&I certified "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid". A listing of current Washington State L&I Prevailing Wages can be obtained from the Washington State Department of Labor and Industries. Examples of current, Prevailing Wage Prevailing wage rates will have the effective date of February 1, 2024 and may be found at: <https://secure.lni.wa.gov/wagelookup/> No payment will be made under this contract for the work performed until an approved "Statement of Intent to Pay Prevailing Wages" is supplied to the Asotin County Conservation District.

### **4.3 PROJECT CONSTRUCTION BID SHEET (Exhibit B)**



Bidders must complete the project bid sheet. Bidders must transfer bid sheet total to the Bid Summary – Bid Total and attach the project bid sheet to the Bid Summary.

#### **4.4 LETTER OF SUBMITTAL (MANDATORY) (Exhibit C)**

The Letter of Submittal and the attached Certifications and Assurances form, (Exhibit C to this RFB) must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address (principal place of business), telephone number, and fax number/e-mail address of legal entity or individual with whom the contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.

#### **4.5 NOTIFICATION TO BIDDERS**

Contractors whose bid was not selected will be notified via e-mail.

#### **4.6 DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFB Coordinator within three (3) business days after the Notification of Unsuccessful Bidder letter is e-mailed to the Bidder. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting bids. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.7 PROTEST PROCEDURE**

This procedure is available to a Contractor who submitted a response to this solicitation document and who has participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFB Coordinator. Protests may be submitted by e-mail but should be followed by the original document.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the

action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFB Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) DISTRICT'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the DISTRICT. The DISTRICT Chairman or an employee delegated by the Chairman who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest.

If additional time is required, the protesting party will be notified of the delay. In the event a protest may affect the interest of another Contractor that submitted a bid, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFB Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DISTRICT's action; or
- Find only technical or harmless errors in the DISTRICT's acquisition process and determine the DISTRICT to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the DISTRICT options which may include:
  - Correct the errors and re-evaluate all bids, and/or,
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the DISTRICT determines that the protest is without merit, the DISTRICT will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFB EXHIBITS**

Exhibit A      BID SUMMARY  
Exhibit B      PROJECT SPECIFIC CONSTRUCTION BID SHEETS  
Exhibit C      CERTIFICATIONS AND ASSURANCES

## **6. RFB ATTACHMENTS**

Attachment A      DESIGN DRAWINGS  
Attachment B      BASIS OF DESIGN

**EXHIBIT A. to RFB NO. 2024-01 Kelly Creek PA-45  
BID SUMMARY**

**This Bid is Submitted By:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a contract with the District to perform all Work as specified or indicated in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with other terms and conditions of the Bidding Documents.
- 2) Bidder accepts all the terms and conditions of the Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.
- 3) In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - a) Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and any and all Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- b) Bidder has become familiar with the site and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
  - c) Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
  - d) Bidder has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, which has been identified in the Special Provisions.
  - e) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding

Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- f) Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - g) Bidder is aware of the general nature of work to be performed by District, its personnel and landowners at the Site that relates to the Work as indicated in the bidding Documents.
  - h) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - i) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - j) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4) BIDDER agrees to perform all work described in this RFB for the following prices(s):

NOTE: Unless noted otherwise, BIDS shall include all aspects of project including all applicable taxes and fees.

### **Bid Total**

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<b>1. Kelly Creek PA-45 Construction</b>	<b>Total Price</b> _____
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- 5) Bidder agrees that the Work will be substantially completed and completed in accordance with all requirements set forth in the RFB.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which is stated in the RFB, 1.3 Period of Performance.

- 6) The following documents are attached to and made conditions of this Bid:
- a) A completed and signed Bid Summary. (Exhibit A)
  - b) Completed Project Bid Sheet. (Exhibit B)
  - c) Signed Certifications and Assurance statement. (Exhibit C)

7) By submitting this Bid, The Contractor agrees to comply with all Washington State and Federal Davis-Bacon Act prevailing wage rates applicable to this Work.

SUBMITTED on \_\_\_\_\_ (Date)

State Contractor License No. \_\_\_\_\_

Washington Unified Business Identifier (UBI) No. \_\_\_\_\_

Employment Security Department No. \_\_\_\_\_

State Tax Excise Registration No. \_\_\_\_\_

Employer's Federal Tax ID No. \_\_\_\_\_

If Bidders is:    An Individual      A Partnership      A Corporation      Joint Venture  
**(Circle One)**

Business Name (typed or printed): \_\_\_\_\_ (SEAL)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
**(Individual's signature)**

Doing business as: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Joint Venture requires the signatures of all parties involved.

\_\_\_\_\_

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Please List Subcontractors below:

Subcontractor's Name	UBI Number:

Check here if no subcontractors will be used on this contract.

Experience References:

Describe project history and provide current contact information. Include type of river work completed and dates of project work for each.

Project Description	
Current Contact Information	
Name of project manager	
Phone Number(s)	
E-mail address	
Project Description	

Current Contact Information	
Name of project manager	
Phone Number(s)	
E-mail address	

**EXHIBIT B. to RFB NO. 2024-01 Kelly Creek PA-45  
PROJECT CONSTRUCTION BID SHEETS**

<b>Item No.</b>	<b>Item Description</b>	<b>Approx. Quantity</b>	<b>Unit Type</b>	<b>Unit Cost</b>	<b>Line Cost</b>
1	Mobilization and Demobilization	1	LS		
2	Post Assisted Log Structures	91	EA		
3	Beaver Dam Analogs	7	EA		
4	Post Vanes	5	EA		
5	Boulder Reconfiguration	3	EA		
6	Riparian Planting			<b>Completed by DISTRICT</b>	
<b>Construction Sub-Total</b>					
Asotin County Sales Tax (8.2%)					
<b>Final Construction Cost</b>					

Notes and abbreviations:

1. DISTRICT will provide all natural wood products and posts specified for this project and should not be included in the proposed cost. Wood Materials and Posts will be helicopter dropped into designated drop locations prior to construction.
2. Construction subtotal includes mobilization.
3. Sales tax is applied to the 'Construction Subtotal'

LS – Lump Sum  
EA – Each  
SF – Square Feet  
LF – Linear Foot



**EXHIBIT C. to RFB NO. 2024-01 Kelly Creek PA-45  
CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the bid are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
3. The attached bid is a firm offer for a period of 30 days following receipt, and it may be accepted by the DISTRICT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 30-day period.
4. I/we understand that the DISTRICT will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the DISTRICT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
6. I/we agree that submission of the attached bid constitutes acceptance of the solicitation contents. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
8. I/we grant the DISTRICT the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.

*On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.*

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Signature of Proposer

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Title

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Date