

Request for Proposals to Manufacture and Deliver a Custom Built Air Monitoring Shelter and Instrument Tower

Solicited by the Olympic Region Clean Air Agency

Released: November 8, 2022

Submissions Due: December 9, 2022

Submit Proposals to:

Odelle Hadley, Senior Air Monitoring Specialist
Office: (360) 539-7610, x105, Mobile: (360) 791-8543
Email: odelle.hadley@orca.org

Olympic Region Clean Air Agency
2940 Limited Lane NW, Olympia, WA 98502
www.orcaa.org

Request for Proposals (RFP) to Manufacture and Deliver a Customized Monitoring Shelter and Instrument Tower

I. REQUEST

Olympic Region Clean Air Agency (ORCAA) is requesting proposals from qualified companies, hereafter referred to as Bidder, for an 8' X 12', custom-built, mobile air-monitoring trailer equipped with a folding instrument tower.

The budget for the shelter project cannot exceed \$100,000. Submittals must be received at the ORCAA office by Friday, December 9, 2022, at 4:00 p.m. PST.

ORCAA promotes equal employment opportunity in the evaluation of any proposal and in the award of any resultant contract. ORCAA's work program complies with applicable federal, state, and local laws, regulations, and procedures.

The proposal should contain an itemized list showing the cost of individual shelter components as described in Section III, and three references from previous customers who have purchased a similar shelter in the last 5 years. The proposal must contain a signature of a duly authorized officer or agent of the bidding company empowered with the right to bind the bidder.

The schedule for deliverables supporting the proposed project should reflect the completion dates presented in Section IV (Project Schedule). Specific details on proposal content format are described in Section VII (Procurement Terms and Conditions).

II. BACKGROUND

The Olympic Region Clean Air Agency operates a federally funded NCORE air monitoring network site at CPO (Cheeka Peak Observatory) on the Olympic Peninsula near Neah Bay, WA. The Makah tribe operates a federally funded IMPROVE (Interagency Monitoring for Protected Visual Environments) network site at the same location. The monitoring shelter for the IMPROVE site has reached end of life, as has the tower holding the NCORE weather station and analyzer inlets.

The new shelter will replace the current IMPROVE monitoring shelter. The new structure will house IMPROVE filter collection and pumps and electronic communication for the PNSN (Pacific Northwest Seismic Network), as well as provide additional workspace and storage for the IMPROVE, NCORE, and PNSN monitoring networks. It will also provide attachment points for the NCORE gas analyzers' inlets where the operator may access them from the roof platform.

III. PROPOSED SCOPE OF WORK

The purpose of this RFP is to purchase one, 8' X 12' mobile insulated air-monitoring shelter for the IMPROVE, and NCORE network sites located at Cheeka Peak on the Makah reservation in Washington State. The shelter must include:

- Power distribution, lights, and outlets
- An OSHA compliant rooftop platform, equipped with a raised floor grate and surrounded by safety railing

- Roof platform should be accessible by a ladder located inside the shelter and a roof hatch opening.
- Built-in 10' X 3' countertop with under cabinet storage area and ventilation to the outside for the IMPROVE pumps
- Folding 35' (height estimate) instrument tower that mounts to the shelter or chassis
 - Includes hand crank and guy wire kit
- Four, 2" to 3" diameter air sample inlet holes in the roof, sealed against the weather (exact dimensions to be determined)
- Vent system
 - The shelter does not require a heating or cooling HVAC system
- Total freight cost to Neah Bay, WA

IV. PROJECT SCHEDULE

The following is an outline of the proposed project schedule. The schedule may be modified while refining the contract scope of work after the selection process has been completed.

BID SELECTION SCHEDULE:

All proposals due	December 9, 2022, 4 p.m. PST
Bidder interviews (if needed)	December 19-21, 2022
Company selected and notified	January 6, 2022
Refine scope of work for contract	January 9-13, 2023
Contract finalized	January 20, 2023
Sign contract with ORCAA	January 25, 2023
Shelter delivery	June 15 – July 30 (exact dates to be determined), 2023

TASK SCHEDULE & DELIVERABLES:

This is a tentative schedule. The exact schedule will be negotiated with the selected Bidder.

Task 1. Refine scope and technical specifications..... January 9-13, 2023

Deliverables: Discuss best options and decide on a final shelter design and delivery schedule, contract signed

Task 2. Shelter Delivery..... June 15 – July 30, 2023

Deliverables: The shelter will be delivered by the bidder to either Port Angeles, WA or Neah Bay, WA. The exact location and address will depend on the available off-loading options. Final delivery date will depend on when the site clean-up and location preparation is finished. Weather at the site may also be a factor in delivery date as we will not attempt to install the shelter during heavy rains or winds exceeding 15 MPH.

V. BUDGET

The budget for this project is not to exceed \$100,000. Bidders are advised that upon subsequent review, evaluation and discussion of proposals and approaches to the project, ORCAA may make

budget adjustments to optimize achievement of project objectives within currently available resources. Respondents may make note of any functionality items identified in this document that exceed the budget and provide a cost estimate.

VI. OLYMPIC REGION CLEAN AIR AGENCY'S RIGHTS

This RFP and/or the selection process does not obligate ORCAA to enter into any contracts. ORCAA reserves the following rights, in addition to those accorded by law:

- The right to negotiate all proposal elements
- The right to reject any and all proposals, waive irregularities and re-solicit proposals
- The right to change the scope of work depending on funding available
- The right to approve any and all subcontractors selected after an award
- The right to renegotiate the agreement for such additional service as may be necessary
- The right to make an award to other than the lowest responsive bidder

VII. PROCUREMENT TERMS AND CONDITIONS

Compliance – The Bidder shall comply with all applicable State, Federal and Department regulations, ordinances, laws, and codes.

Pricing – The bid price **will** remain firm and fixed for 60 days from the due date of this solicitation and may be accepted at any time within this period. Except for sales tax, all pricing, including but not limited to shipping, **MUST** be rolled into the unit price of the items identified herein. No other separate pricing will be allowed or honored. Quote prices must include all cost components needed for the delivery of the goods and/or services as described in this solicitation document. Failure to identify all costs in a manner consistent with the instructions in this solicitation is sufficient grounds for disqualification.

Freight Cost – Freight cost should be listed as a separate line item and include the cost of shipping all components to the specified destination in Neah Bay, WA. Bidder is responsible for all items and materials until received and signed for by ORCAA at the time of delivery.

Shelter Installation – ORCAA will be responsible for off-loading the shelter from the freight truck, delivery to and installation at the monitoring site.

Request for samples – ORCAA reserves the right to ask for samples, competitive demonstrations, and/or descriptive literature at Bidder's expense. Samples or literature may be requested at any time after bid opening and prior to bid award. Failure to provide requested samples or literature within fifteen (15) calendar days after request, unless an extension is granted, will result in bid rejection.

Dealer Authorization – The Bidder, if other than the manufacturer, shall provide upon request a current, dated, and signed authorization from the manufacturer that the Bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization upon request may result in bid rejection.

Warranty – Bidder is to send a copy of the warranty with items delivered. Warranty shall be for full parts and labor, and the warranty period shall be for a minimum period of one (1) year after receipt of materials and equipment by ORCAA. In the event of conflict between contract terms and conditions and the warranty submitted, the contract terms and conditions shall prevail.

Warranty Repair – Bidder shall be liable for all costs associated with warranty repairs, including, but not limited to, materials, parts, labor, and transport of equipment disabled due to the equipment failure during the warranty period. Bidder must identify the manufacture warranty repair facility.

Materials and Workmanship – Manufacturer shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. All materials or equipment provided shall be new, of the latest model or design, and of recent manufacture. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

Specifications – All products and services delivered under this contract shall meet bid specifications identified herein. By submission of this proposal, the Bidder certifies that all items and services delivered under this contract will comply with the specifications. Any noted specification exceptions may be considered non-responsive at the sole discretion of ORCAA. Bidder shall submit a specification sheet with the proposal. Failure to complete this step may cause your proposal to be disqualified.

Specifications Questions – All questions or concerns with the specifications or line-item exceptions must be communicated in writing by November 18, 2022. Any exceptions communicated are to be accompanied with a proposed alternative said to meet or exceed minimum mandatory specification requirements and include supporting documentation. ORCAA will review any exceptions and supporting documentation in determining if the proposed alternative is acceptable. The decision as to whether the proposed alternative will be acceptable will be at the sole discretion of ORCAA. If the proposed alternative is acceptable, it will be communicated via an amendment to the bid. Otherwise, any bid that does not conform to the minimum mandatory specification will be deemed non-responsive thus be ineligible for award. Only those Bidders who propose a solution that meets or exceed the minimum mandatory specifications will receive further consideration

Standard of Quality – Bidder shall include descriptive literature of all products offered with the submitted quote. Descriptive literature shall clearly describe how the product bid meets quality, function and performance to the requested product specified/described herein. Bids without sufficient documentation to fully support quality and function, may be considered non-responsive. ORCAA reserves the right to request additional information for bid evaluation purposes. Failure to provide descriptive literature within fifteen (15) calendar days after request, unless an extension is granted, will result in bid rejection.

Hold Harmless – The Bidder shall, and hereby expressly agree to hold harmless and indemnify ORCAA and any of its associates against all losses, claims, actions, judgments, and any liability for injuries to persons, including wrongful death, damage to property or both, occurring during or in

consequence of the performance of this contract if such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Bidder, Bidder's employees, subcontractors or agents.

Access for Individuals with Disabilities – ORCAA is fully compliant with the Americans with Disabilities Act (ADA) and will make reasonable accommodation as required, if such requests are made known at least three weekdays prior to any requested need. Call (360) 539-7610 or email odelle.hadley@orcaa.org.

Responsive Proposals – ORCAA encourages all businesses, including women- and minority-owned businesses, to respond to this RFP. Nothing within this RFP is intended to exclude any reasonable proposal or responsible firm from submitting a proposal, or in any way restrict competition. ORCAA reserves the right to reject any or all proposals for lack of responsiveness or responsibility, and the right to waive any immaterial irregularities.

Proposal Costs – ORCAA shall not be responsible for any costs incurred by the Bidder in preparing, submitting, or presenting their response to the RFP.

Public Documents – Proposals and evaluation materials submitted under this RFP shall be considered public documents and with limited exceptions, proposals recommended for contract award will be available for inspection and copying by the public.

Contract – The contract resulting from acceptance of the Bidder's proposal shall be issued by ORCAA and reflect the specifications in this RFP. ORCAA reserves the right to reject any proposed amendments or contract language changes which do not conform to the specifications contained in this RFP and/or which is not approved by ORCAA.

1. ORCAA will not accept bids from any individual or company who have been suspended or debarred by either the federal government or Washington State.

Insurance – Insurance shall meet or exceed the following unless otherwise approved by ORCAA as follows:

1. Minimum Insurance
 - a. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
 - b. Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
 - c. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
 - d. Bidder's Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim or as an annual aggregate.
2. Self-Insured Retentions
 - a. Self-insured retentions must be declared to and approved by ORCAA.
3. Other Provisions
 - a. Commercial General Liability policies shall be endorsed to:

- i. Include the Agency, its officials, employees as additional insureds,
4. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Agency, Bidder or its Insurance Agent/Broker shall notify the Agency of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.
5. Acceptability of Insurers
 - a. Insurance shall be placed with insurers with a rating acceptable to the ORCAA.
6. Verification of Coverage
 - a. Bidder shall furnish the ORCAA with certificates of insurance required by this clause. The certificates are to be received and approved by the ORCAA before work commences.
 - b. ORCAA reserves the right to require complete, certified copies of all required insurance policies at any time.

VIII. PROPOSAL REQUIREMENTS

The Bidder's proposal format should emphasize clarity and brevity in describing an understanding of the project, schedule, budget, and personnel experience.

One printed copy and one electronic copy (PDF) of the Bidder's proposal should be submitted to ORCAA by or before 4 PM PST, Friday, December 9, 2022. Late proposals will not be reviewed and will be considered non-responsive if they arrive past the noted deadline.

Each submission must include the following information:

1. Letter of interest
2. Description of work required to complete the project as described in Section III
3. A schedule of deliverables
4. Company background including how long the company has been in business, brief description of the company's size and organization.
5. Description of relevant experience and qualifications for each person involved in the project
6. List of at least three (3) relevant client references including contact name, organization name, phone, and email. These references should be able to verify the recent experience (within previous 5 years) of each person involved in the proposal for this project
7. Description and costs of ongoing technical support, if appropriate.
8. Additional optional information about products and services not covered in other sections of the proposal such as awards, newsletters, documentation, etc.
9. Additional optional cost estimate(s) of any functionality items identified in this RFP

IX. BIDDER SELECTION

A. SELECTION CRITERIA:

The primary selection criterion will be the ability of the Bidder to understand the issues and accomplish the tasks described in Section II (Background) and Section III (Proposed Scope of Work). *(See the draft evaluation worksheet at the end of this document.)* Other selection criteria include:

1. Quality of proposed approach to project
2. Experience and qualifications of key personnel who would work on the project
3. Portfolio of past work including at least three (3) projects of similar scope
4. Recommendations of references
5. Projected Costs
6. Ability to work within deadlines and to achieve mutually agreed dates for deliverables.

B. INQUIRIES

All Bidder inquiries are due in writing on Wednesday, November 18, 2022, by 4 p.m. PST. Questions may be sent to: odelle.hadley@orca.org.

No inquiries, written or oral, will be accepted after this date. For all potential Bidders to be treated equally, all questions raised regarding the Request for Proposal process and the responses made by ORCAA will be made available to all bidders. Written responses to questions received by 4 p.m. PST November 18, 2022, will be posted online at www.orcaa.org no later than 10 a.m. PST, November 22, 2022.

C. SELECTION PROCESS:

The selection process will be conducted as follows:

1. The closing date and hour for receipt of the proposal is **December 9, 2022, 4 p.m. Pacific Standard Time**. Proposals received after this date and time will not be considered.
2. The proposal review and selection process may require personal interviews with one or more bidders.
3. Selection of the Bidder shall be based on ORCAA's evaluation of the best proposal and best-qualified proposal using the criteria and information outlined in Section VIII. Such determination shall be made at the sole discretion of ORCAA.
4. Contract negotiations will be initiated immediately upon selection of the Bidder. If ORCAA is unable to negotiate a satisfactory contract, negotiations will be terminated, and the Bidder will be notified by mail.
5. This selection process does not obligate ORCAA to enter into a contract with any of the responding Bidders.

X. SUBMITTAL

One printed copy and one electronic copy (PDF) of the Bidder's proposal must be received by 4:00 p.m. PST December 9, 2022. Proposals should be directed to:

Odelle Hadley, Senior Air Monitoring Specialist
odelle.hadley@orca.org

Olympic Region Clean Air Agency
2940 Limited Lane NW
Olympia, WA 98502

**For hand delivered proposals, please schedule a delivery date with Odelle Hadley, 360-0539-7610, x 105 (office); 360-791-8543 (mobile); or odelle.hadley@orca.org time as our office may not be open to the public during certain hours.*

DRAFT RFP-2022 ORCAA NCORE/IMPROVE Mobile Monitoring Shelter Evaluation

Bidder: _____

Evaluation Table	Points	SCORE:	Comments, notes
Quality of proposed approach to the project: -do they understand the issues and are they able to accomplish the tasks outlined in Sec III of RFP	25		
Experience & qualifications of key personnel who would work on the project	20		
Portfolio of past work, including at least 3 projects of similar scope	10		
Recommendations of references	10		
Ability to work within deadlines and develop mutually agreed dates for deliverables	15		
Projected Costs	20		

TOTAL SCORE: /100

Overall Pros:

Overall Cons:

Summary:

Request for Proposals to Manufacture and Deliver a Custom Built Air Monitoring Shelter and Instrument Tower

Solicited by the Olympic Region Clean Air Agency

Original RFP Released: November 8, 2022

RFP Amendment #001:

Applicability to Davis-Bacon Act and State of Washington Public Works-Prevailing Wages

For this work, the bid due date is December 9, 2022

The following amendment describes applicability to project wages.

This project is a public improvement subject to the prevailing wage requirements of the Davis-Bacon Act (40 U.S.C. 276a), requirements of the State of Washington Public Works, State of Washington prevailing wages, Statement of Intent to pay prevailing wages and Affidavit of Wages paid, and retainage requirements. The Contractor shall pay the higher of the Davis-Bacon or State of Washington prevailing wages.

Specifically, the State of Washington prevailing wage rates are applicable for this public works project located in Clallam County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the bid due date above. The applicable prevailing wage rates may be found on the Department of Labor & Industries website located at <https://secure.lni.wa.gov/wagelookup/>. The Davis-Bacon Act applicable prevailing wage rates may be located at <https://sam.gov/content/wage-determinations>.

The prevailing wage rates in effect on the RFP opening date are the prevailing wage rates that apply to this project; no matter how long it lasts, unless the Contract is awarded more than six (6) months after the bids were due. For those contracts where award was delayed more than six(6) months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the Contract.

Prevailing Wage Compliance

The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanic shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Clallam County.

The Contractor shall post the Prevailing Rate of Wage Statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

- (1) The Contractor's registration certificate number; and
- (2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

The location of the project site is in the city of Neah Bay and county of Clallam.