

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

Project Title: ORCAA – Mt.ViewAirMonitorShelter

Project Number: ORCAA-MTV-010625

Solicited by the Olympic Region Clean Air Agency

Released: December 4, 2024

Submissions Due: January 6, 2025 at 8 a.m. (PST)

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

I. REQUEST

Olympic Region Clean Air Agency (ORCAA) is requesting bids from qualified companies, hereafter referred to as Bidder, for an 8' X 12' custom-built, temperature controlled, air-monitoring shelter.

The budget for the shelter is \$75,000 including permits, state inspection and certification, and shipping. Submittals must be received at the ORCAA office by 8 a.m. (PST) on January 6, 2025.

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 bid should contain an itemized list showing the cost of individual shelter components as described in Section II. Please provide contact information for three previous customers who have purchased a similar shelter in the last 5 years and who we may contact as references. 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 III (Project Schedule). Specific details on proposal content format are described in Section VII (Instructions for Bid Submission).

II. PROPOSED SCOPE OF WORK

The purpose of this RFB is to purchase one, prefabricated 8' x 12' insulated, air-monitoring shelter to be installed at the current air quality monitoring location in Thurston County, Mountain View Elementary School in Lacey WA. The shelter will replace the structure currently housing air monitoring equipment. The shelter must include:

- Power distribution, lights, and outlets
 - Electric panel with separate breakers for the HVAC system, lights, roof outlets and three separate breakers for interior outlets
- An HVAC system
- An OSHA compliant rooftop platform surrounded by safety railing
 - Roof platform should be accessible by a ladder located inside the shelter and a lockable roof hatch opening-
 - Three, 6" diameter cable pass-through ports extending above the floor grate (exact configuration TBD)
 - Three outdoor power outlets
 - External strut mounted on the exterior wall to support an anemometer pole mount (ORCAA will purchase the anemometer support pole separately)
 - Supports to secure an exterior air monitor (BAM 1022 or similar) to the roof
- Inside the shelter:

- Built-in 9' X 3' countertop with two cable pass-through ports, one row of shelving below 2/3rds of the counter length, and a set of three drawers beneath 1/3rd of the counter length
- One adjustable analyzer rack to hold 1 column of 4 analyzers
- Shipping to Lacey, WA
- Inspections and certifications compliant with the Washington State Building Code (WAC 296-150 & RCW 19.27)

III. PROJECT SCHEDULE

The shelter must be delivered between June 15 and July 30, 2025. The shelter installation must be completed during the summer when school is not in session. The bidder must adhere to the delivery date negotiated in the final contract. If the Bidder fails to meet the agreed upon delivery date, the contract may be considered void.

The following schedule may be modified after the selection process has been completed. The exact schedule may be negotiated with the successful Bidder.

- All bids dueJanuary 6, 2025, 8 a.m. (PST)
- Bid selected and bidder notifiedJanuary 17, 2025
- Refine scope of work for contractJanuary 21 – 31, 2025
- Contract finalized and signedFebruary 3-7, 2025
- Shelter DeliveryJune 15 – July 30, 2025
- Paymentfollowing shelter delivery and within 14 days of invoice

IV. BUDGET

The budget for this project is \$75,000. 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.

V. OLYMPIC REGION CLEAN AIR AGENCY’S RIGHTS

This RFB 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

VI. PROCUREMENT TERMS AND CONDITIONS

ORCAA encourages all businesses, including women- and minority-owned businesses, to respond to this RFB. Nothing within this RFB 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.

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. All pricing must be rolled into the unit price of the items identified herein. 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. Pricing should include, but is not limited to:

- Price of the unit and requested components
- Shipping
- Inspections and certifications compliant with the Washington State Building Code (WAC 296-150 & RCW 19.27)

Prevailing Wage Applicability

As the bid request is for a prefabricated shelter, prevailing wage applicability does not apply to the manufacture of the requested structure. Prevailing wage will apply to the shelter delivery if the delivery is conducted by the bidder. Prevailing wage will not apply if the bidder uses a third-party freight company to deliver the structure.

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. Failure to provide manufacturer's authorization upon request may result in bid rejection.

The Bidder must verify that any subcontractor hired at any tier also meet the above Bidder Criteria prior to signing a contract. ORCAA may require documentation demonstrating compliance with these criteria.

Compliance

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

Materials and Workmanship

- Bidder shall 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.

Warranty

- Bidder must include a copy of the warranty for delivered items and services.
- 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.
- Bidder shall be liable for all costs associated with warranty repairs, including, but not limited to, materials, parts, labor, and shipping of items due to equipment failure during the warranty period.
- In the event of conflict between contract terms and conditions and the submitted warranty, the contract terms and conditions shall prevail.

Shelter Delivery and Installation

ORCAA will be responsible for off-loading the shelter from the freight truck and for installation at the monitoring site. If the Bidder fails to meet the agreed upon shelter delivery deadline, ORCAA will be unable to take possession of the trailer and will consider the contract unfulfilled and therefore void. ORCAA cannot store the shelter and will not be able to install the shelter once school has started.

Contract

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

The party to whom the Contract is awarded ("Contractor") will be required to execute the Contract or Purchase Order and obtain the certificates of insurance prior to project start date. If the Contractor fails to execute the Contract, ORCAA may, at its option, consider the Contractor in default and ORCAA will be entitled to consider all Contractor rights, arising out of ORCAA's acceptance of Bidder's quote, as abandoned. ORCAA will be entitled to such other rights as may be granted by law.

ORCAA will not accept bids from any individual or company who has 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:

Minimum Insurance

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

Commercial General Liability policies shall be endorsed to:

- Include the Agency, its officials, employees as additional insureds.
- 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.
- Insurance shall be placed with insurers with a rating acceptable to ORCAA.
- Verification of Coverage.
- Bidder shall furnish ORCAA with certificates of insurance required by this clause. The certificates are to be received and approved by ORCAA before work commences.
- ORCAA reserves the right to require complete, certified copies of all required insurance policies at any time.

Costs Incurred in Bid Preparation

ORCAA shall not be responsible for any costs incurred by the Bidder in preparing, submitting, or presenting their response to this RFB.

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 if requests are made known at least three weekdays prior to need. Call (360) 539-7610 or email odelle.hadley@orcaa.org.

Public Records

Proposals and evaluation materials submitted under this RFB shall be considered public documents and with limited exceptions, bids will be available for inspection and copying by the public after the successful bidder has been announced pursuant to RCW 42.56.

VII. INSTRUCTIONS FOR BID SUBMISSION

One printed copy or one electronic copy in PDF format of the bid should be submitted to ORCAA by 8 a.m. (PST), Monday, January 6, 2025. Late proposals will be considered non-responsive and will not be reviewed. All submissions should reference the project name, **ORCAA – Mt.ViewAirMonitorShelter**, and project number, **ORCAA-MTV-010625**, in their heading, subject line, or cover sheet.

Acceptable methods of bid submission:

- Hand delivered to ORCAA, 2940 Limited Lane NW, Olympia WA 98502.
- Mailed to Odelle Hadley, Olympic Region Clean Air Agency, 2940 Limited Lane NW, Olympia WA 98502.
- Faxed to 360-491-6308
- E-mailed to odelle.hadley@orcaa.org

The bid should emphasize clarity and brevity in describing an understanding of the project, schedule, budget, and personnel experience.

Each bid packet must include the following information:

- Letter of interest, on company letterhead. The letter should include:
 - A brief statement of interest in the project
 - Company name
 - Name of the primary contact, their title, and contact information including phone number, address, e-mail
 - Company's Federal Tax Identification Number
 - Washington State UBI Number (if available)
- Description of work required to complete the project as described in Section II and any descriptive literature of products and services offered. Clearly describe how the product meets objectives of this RFB. Bids without sufficient documentation to fully support quality and function, may be considered non-responsive. ORCAA may request additional product information. Failure to respond to this request within fifteen (15) calendar days, unless an extension is granted, will result in bid rejection.
- Itemized list of costs as described in Section VI under Pricing.

- A schedule for deliverables (may differ from the proposed schedule in Section III).
- Company background including how long the company has been in business, brief description of the company's size and organization.
- Description of relevant experience and qualifications for each person involved in the project.
- List of at least three (3) relevant client references including contact name, organization name, phone, and email.

BID MUST BE SUBMITTED BY THE TIME AND DATE SPECIFIED IN ORDER TO BE CONSIDERED A VALID BID.

VIII. BIDDER SELECTION

Selection Criteria

All qualified bids will be considered. A bid will be considered qualified based on the Bidder's understanding of the project and ability to accomplish all tasks described in Sections II (Proposed Scope of Work) and III (Project Schedule). Qualified bids will be rated using the following criteria:

- Bid price
- Quality of proposed approach to project
- Experience and qualifications of key personnel who would work on the project
- Portfolio of past work including at least three (3) projects of similar scope
- Recommendations of references
- Ability to work within deadlines and to achieve mutually agreed dates for deliverables

Inquiries

All Bidder inquiries are due in writing by 8 a.m. (PST) on December 16, 2024. Inquiries may be sent to: odelle.hadley@orcaa.org, hand delivered, or mailed to:

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

No inquiries can be accepted after this date. For all Bidders to be treated equally, all questions raised regarding the Request for Bid process and the responses made by ORCAA will be made available to all bidders. Written responses to all questions will be posted online at www.orcaa.org no later than 4:30 p.m. (PST) December 20, 2024.