

ORCAS ISLAND HEALTH CARE DISTRICT

REQUEST FOR PROPOSAL #2019-01

MEDICAL CLINIC ROOF REPLACEMENT

NOTICE:

Orcas Island Health Care District (“District”) is seeking proposals from qualified companies or teams (“contractor”) to replace the roof on the UW Medical Clinic located at 7 Deye Lane, Eastsound, WA. All contractors submitting proposals must be on the MRSC Small Works Roster at <https://mrscrosters.org/>.

PROPOSALS DUE:

Before **4:00 p.m.** on Friday, **February 15, 2019**. Proposals received after 4:00 p.m. (pacific time) will be disqualified from consideration.

SUBMISSION:

Proposals should be mailed to:

**Orcas Island Health Care District
Post Office Box 226,
Eastsound, WA 98245**

or delivered in person to the District Office located at:

**18 Haven Road, Second Floor
Eastsound, WA 98245**

A postmark or other mark will not be accepted as receipt of the proposal. The contractor assumes full responsibility for the delivery method chosen. In the event a proposal is not accepted, the contractor will be notified of such non-acceptance and must advise the OIHCD Superintendent as to its desired disposition of the proposal by either pick up, return at the contractor’s expense or destroyed with written authorization of the contractor.

MARKING PROPOSALS:

Please submit your sealed proposal, plainly marked “**RFP 2019-01: Medical Clinic Roof Replacement**” on the lower left-hand corner of the mailing envelope as well as the sealed proposal envelope. Please include the contractor’s name and address on the mailing envelope.

1. Scope of Work: Contractor is responsible for all necessary permits (other than a building permit), fees, materials, equipment, labor and related items to:

- a. Install protective signage and barriers;
- b. Work with utility companies to make all utility lines safe;
- c. Remove the existing wood shake roof and fastenings on the 6100 square foot UW Medical Clinic building located at 7 Deye Lane, Eastsound, WA down to the plywood roof deck;
- d. Dispose of the materials from the existing roof in a manner consistent with the trade and best practices for environmental safety;
- e. Inspect the plywood deck for any damage and repair any damage found;¹
- f. Install new roof underlayment;
- g. Install new pipe jacks for all plumbing pipes, new baked enamel 26 gauge or heavier flashing, new 26 gauge or heavier drip lines, and new vents for all fans;
- h. Wrap all penetrations with ice and water shield;
- i. Replace existing shingles with algae resistant fiberglass reinforced, laminated asphalt roof shingles² as per manufacturer's specifications for high wind resistance and venting;
- j. Install roof safety jacks and ridge line vents to ensure a water-tight vented roof³; and
- k. Clean up the work site after the new roof is installed.

Workmanship: Contractor shall keep the work site safe and free from excess debris and conduct the work in a manner that does not interfere with the operations of the UW Medical Clinic or the safety of its staff and patients. All work should be compliant with current building codes.

Warranty: The materials used, and work performed must satisfy the standards established by the manufacturer of the roofing materials so that the new roof carries the full manufacturer's warranty. The scope and term of the manufacturer's warranty shall be clearly stated in the proposal. In addition to the material manufacturer's warranty, the contractor shall clearly state the scope and term of contractor's warranty of the installation workmanship.

¹ The cost of deck repairs, if required, can be quoted as a cost per panel, inclusive of labor and materials, as an add on to the total proposal price.

² Please include pricing in the proposal for both a 230 to 270 pound/square shingle and a 350 to 370 pound/square shingle.

³ The cost of installing "smart vents" or comparable intake venting, if required due to fire blocking, should be quoted as an add on to the total proposed price.

2. Inquiries:

Questions about the work should be directed to:

Anne Presson, Superintendent
annep@orcashealth.org
[415-999-5611]

Inquiries made and responses given will be posted on the District website.

3. Submission of Proposal:

Contractors are required to make their proposals on the accompanying Proposal Form and provide evidence of successful completion of similar projects in accordance with the roofing materials manufacturer’s specifications or a current installer certification from the roofing materials manufacturer.

4. Contractor Responsibility Criteria:

Before award, the contractor must meet the eligibility requirements for construction related businesses (Small Works Roster as set forth at <https://mrscrosters.org/businesses/eligibility-requirements/>).

5. Contractor Selection:

Proposals will be opened and read at the District’s office on Friday, February 15, at 4 p.m. After the proposals are opened and read, responsive proposals from responsible contractors will be compared based on the total price for the work, the workmanship, materials and warranty offered, the contractor’s availability, the scheduled completion time and the contractor’s references with each factor having the following weight in the decision criteria:

Total price	40 points
Warranty	35 points
Availability	15 points
Estimated completion time	5 points
References/Certifications	5 points

The District will award the contract to the contractor with the highest total score at its Board meeting on Tuesday, February 19.

6. Proposal Results:

Proposal results shall be faxed or emailed to each contractor on Wednesday, February 20. The successful contractor will also receive an official Notice of Award sent via mail. The District has the right to reject any and all proposals, to waive technical or legal deficiencies, and to reject a proposal received after the proposal deadline or a proposal that is in any way incomplete or nonresponsive to the proposal package.

7. Examination of Site & Conditions:

Each contractor is expected to carefully examine the site of the proposed work before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work.

PROPOSAL FORM – PRICING DETAILS
RFP 2019-01: Medical Clinic Roof Replacement
Orcas Island Health Care District

To the Orcas Island Health Care District, herein called the District:

The undersigned, as Contractor, herein referred to as singular and masculine declares as follows:

1. All interested in this Proposal as principals are named herein;
2. This Proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the District is directly or indirectly interested in this Proposal;
4. The Contractor has carefully examined the site of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities proposed in this Proposal, and the Contractor has carefully read and examined the Request for Proposal, Agreement, and all other Contract Documents (as defined in the Agreement) and knows and understands the terms and provisions thereof; and
5. The Contractor agrees that, if this Proposal is accepted, the Contractor will contract with the District, as provided in the Contract Documents, this Proposal Form being part of said Contract Documents, and that the Contractor will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Contractor will take in full payment therefore the following proposal price.
6. The Contractor has outlined the materials that will be used, the work that will be undertaken and the details of the warranty that will be given for the work and materials with this proposal.
7. The Contractor has included a proposed project initiation and completion schedule with the proposal and a statement of Contractor's certifications and qualifications, contractor license number(s), Washington Unified Business Identifier number, and availability.
8. **Please complete your formal price proposal using the attached Proposal Forms which follow the format on the subsequent two pages of this RFP.**

PROPOSAL FORM – PRICING DETAIL
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Orcas Island Health Care District

Proposal for 230 to 270 pound/square shingle

Proposal Price \$ _____

Sales Tax \$ _____

Proposal Total: \$ _____

Proposal for 350 to 370 pound/square shingle

Proposal Price \$ _____

Sales Tax \$ _____

Proposal Total: \$ _____

Add on for deck repair: \$ _____ per
deck panel repaired

**Add on for “smart vents” or
comparable intake venting:** \$ _____

PROPOSAL FORM - SIGNATURE
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Orcas Island Health Care District

To Contractor: It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work. All items required to accomplish the above described work are included in the total proposed price.

Date: _____

Company Name: _____

Officer: _____

Title: _____

Signature: _____

Business Address: _____

Town, State, Zip Code: _____

Telephone: _____

Email: _____

All proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside lower left-hand corner with the Contractor's name and address and the Project name as it appears at the top of the Proposal Form.

AGREEMENT

THIS AGREEMENT entered into this ____ day of February 2019, by and between the San Juan County Public Hospital District #3 dba Orcas Island Health Care District (“District”), and _____, a _____ (“Contractor”)

RECITAL

In consideration of the terms and conditions contained in the Request for Proposal RFP 2019-01 (“RFP”), the Proposal from Contractor (“Proposal”), and the Notice of Award delivered by the District to Contractor, copies of which are attached as Exhibits A, B and C and incorporated by this reference, Contractor was awarded the contract which is the subject of this Agreement.

1. SCOPE OF SERVICES: Contractor shall undertake the performance of the Public Works Project (the “Project”) as defined in the RFP and Exhibit ____ to the Proposal.

2. TIME OF PERFORMANCE: Contractor shall commence the Project upon delivery by the District of Notice to Proceed and shall pursue the Project diligently and continuously until the Project is completed. All work must be completed within **thirty (30)** calendar days after the Notice to Proceed is issued, weather permitting. Notice to Proceed will be issued after Contractor and District have signed this Agreement and Contractor has provided District with the certificates of insurance and bond required by this Agreement and satisfactory evidence that Contractor holds the licenses necessary to perform the work, all of which shall occur within fifteen (15) days of the delivery of Notice of Award to Contractor. Final acceptance of the Project occurs when the Superintendent determines that the Project is 100% complete and has been conducted in accordance with this Agreement.

3. MANNER OF PERFORMING WORK:

A. Contractor shall perform all work in a timely, professional and workmanlike manner in compliance with all applicable provisions of federal, state and local regulations, ordinances and codes including the prevailing wage laws and the non-discrimination and equal opportunity laws. Contractor has examined the Project site and has decided the manner for performing all necessary labor.

B. Contractor is aware that the Project site contains a tenant of the District and care must be taken to prevent unreasonable disturbance of the tenant’s operations. Contractor shall take all necessary precautions for the safety of its employees on the Project site and the tenant’s employees and guests.

4. CONTRACTOR PERSONNEL: All work shall be performed by employees regularly employed by the Contractor (and any sub-contractors identified in the Proposal). The Contractor shall provide adequate personnel to permit the timely completion of the Project. All personnel shall be trained and supervised in accordance with accepted industry practices. Contractor shall be solely responsible for compensating its employees, subcontractors and agents and paying all related taxes, deductions and assessments.

5. CHARACTER OF MATERIALS: Contractor has examined the Project site and has decided the character of the materials to be encountered. Measurements, dimensions, calculations, estimates, and statements as to the condition under which the work is to be performed are the responsibility of the Contractor, as no allowance will be made for any errors or inaccuracies that may be found after the execution of this Agreement.

6. PERMITS: Contractor shall be responsible for paying for and obtaining all permits necessary for the performance of the work as contemplated by this Agreement, except for a building permit, which is being obtained by the District, and shall be responsible for satisfying all the terms and conditions of the permits, including the building permit.

7. PAYMENT: Payment shall be made upon completion of the Project. Contractor shall submit a request for payment which references RFP number 2019-1 accompanied by an Affidavit of Wages Paid approved by L&I. Contractor shall pay all items of expense in connection with his performance of this Agreement when such items of expense become due.

8. STATUS OF CONTRACTOR: Contractor is an independent contractor and is not the agent, servant or employee of the District.

9. ASSIGNMENT: Contractor shall not assign this Agreement or any interest therein, nor may any interest hereunder be assigned or transferable by operation of law, or by any process or proceedings of any court or otherwise, without the prior written consent of the District.

10. NON-WAIVER OF BREACH: Failure of the District to insist upon the strict performance of any of the covenants of this Agreement or failure to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any other covenant of this Agreement or any subsequent default of same covenant or condition.

11. TERMINATION:

A. If Contractor files a petition in bankruptcy, or if Contractor is adjudged bankrupt or insolvent by any court, or if a receiver of the property of Contractor is appointed in any proceeding brought by or against the Contractor, or if Contractor makes an assignment for the benefit of creditors, the District may, at its option, terminate this Agreement at any time.

B. Time is of the essence of this Agreement. If District, in its sole discretion, determines that that the services being performed or materials being provided hereunder are not being performed or provided satisfactorily or that Contractor has failed to keep and perform any of the covenants or conditions of this Agreement or should Contractor for any reason be unwilling or unable to carry out the Project, then the District may cancel this Agreement upon giving Contractor three (3) days' notice in writing.

C. In the event of a breach of this Agreement by either party, the breaching party shall be liable to the non-breaching party for all damages sustained as a result thereof, including consequential damages, reasonable legal expenses incurred, expert witness fees and any costs of suit.

12. NOTICES: All notices hereunder may be deliverable in person or mailed. The District's mailing address is: **P.O. Box 226, Eastsound, WA 98245**. The Contractor's mailing address is **put in contractor's address here**. Notices sent by mail shall be deemed to have been given when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

13. INSURANCE & LIABILITY: Certificates of Insurance for all insurance shall be filed with the District naming the District as Additional Insured. The policy amount of the general liability insurance shall be a minimum of \$1,000,000 combined single limit and the policy limit of the automobile insurance shall be a minimum of \$500,000 combined single limit. All insurance policies held by the Contractor shall provide (1) that the policies shall not be cancelled, or the amount thereof reduced without thirty (30) days prior written notice to the District, and (2) that thirty (30) days prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.

14. INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the District from any demand for loss, damage or injury caused to persons or property, including property of the District, arising out of this Agreement and save the District harmless from all liability and/or expense, including expense of litigation in connection with actual or alleged injury or damage.

15. CONTRACTOR'S BOND: Prior to commencement of the Project the Contractor shall furnish a Performance and Labor & Material Payment Bond covering the faithful performance of the Agreement and the payment of all obligations arising thereunder in such form approved by the District and in the amount of one hundred percent (100%) of the full contract price issued by a surety company or at the option of the Contractor the bond may be issued by an individual surety. .

17. MAINTENANCE AND INSPECTION OF RECORDS. Contractor and its subcontractors shall maintain reasonable books and records pertaining to the costs and expenses under this Agreement in accordance with reasonable and customary accounting practices. All such books and records shall be subject to reasonable inspection and copying by the District or the Washington State Auditor at all reasonable times for a period of three (3) years after completion of the work.

18. LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of Washington in San Juan County.

19. ENTIRE AGREEMENT; AMENDMENT: This Agreement and all documents incorporated into this Agreement shall constitute the whole Agreement between the District and the Contractor. In the event of a disagreement between the terms of this Agreement and any of the documents attached to and incorporated into this Agreement, the terms of this Agreement shall prevail. No modification or amendment to this Agreement shall be valid without written approval by the District and the Contractor.

20 SIGNATURE AND AUTHORITY. Each person executing this Agreement warrants that he or she has full authority to execute this Agreement and to legally bind the party for whom they are signing to the

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terms of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR

Date:

Authorized Signature

Print Name and Title

**San Juan County Public Hospital District #3
DbA ORCAS ISLAND HEALTH CARE DISTRICT**

Date:

Authorized Signature

Print Name and Title