BID DUE DATE & TIME: Proposal is to be submitted to Sno-Isle Libraries no later than **1:00 p.m. the 10th of June, 2019**.

PERIOD OF PERFORMANCE: tentatively scheduled to begin on or about June 13, 2019 and to end on or about September 30, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of Sno-Isle Libraries.

NOTE: Work stated is subject to the terms and conditions (Attachment A) stipulated in the bid document and attachments. See Scope of Work in Attachment B attached hereto and incorporated herein by reference.

REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID:
- Invitation For Bid
- Proposal
- Statement of Bidders Qualifications/Responsibility Criteria
- Certifications and Assurances
- Bid Submittal Forms (Attachment E)

THIS BID SUBMITTED BY:

BIDDER NAME:__________________________
COMPANY:______________________________
ADDRESS:________________________________
CITY:___________________________________
STATE/ZIP CODE:________________________
PHONE:_________________________________
EMAIL: Click here to enter text.
FAX:___________________________________

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge, the information contained in this bid proposal is accurate and complete, and that I have the legal authority to commit this firm to a contractual agreement.

BY:____________________________________
DATE:__________________________________

BID ISSUE DATE: May 28, 2019

SUMMARIZED SCOPE: The intent is to obtain an agreement for professional services from a qualified service provider to repair, enhance and/or maintain the appearance of the parking lots of the Sno-Isle Libraries locations included in Attachments B – D. It is Sno-Isle Libraries’ intention to award this work to a Contractor who meets the requirements listed herein with the necessary expertise to complete the planned work within the defined time period. All work performed will be billed at an agreed upon rate in accord with this agreement at intervals requested and determined by Sno-Isle Libraries as deemed necessary. This agreement is a performance based contracted intended to provide Sno-Isle Libraries with quality service at a reasonable cost as outlined in the Scope of Work herein.

QUESTIONS: All questions regarding this IFB must be submitted to the Purchasing Specialist (kkramer@sno-isle.org) in writing or by email by 11:00 a.m. on June 3, 2019. A list of all of the questions and answers, if any, will be updated to the Sno-Isle Libraries website no later than 11:00 a.m. on June 5, 2019 at: http://www.sno-isle.org/vendor/current-projects.

RECEIPT OF BIDS: Bidders are required to submit their proposal with an original signature and properly sealed. Bids should be mailed, emailed or delivered to Sno-Isle Libraries, ATTN: Karen Kramer, no later than the bid due date and time listed above. Late and/or incomplete submittals will be classified as non-responsive and will not be considered for project award.

**Issued by:** Sno-Isle Libraries- 7312 35th Avenue NE- Marysville, WA 98271
PUBLIC WORK REQUIREMENT: The scope of work for this project constitutes a public work under State law. Bidders are cautioned to take into consideration all statutory legal requirements, particularly, the payment of prevailing wages, reporting requirements for the use of Subcontractors, 10% retainage withheld in lieu or retainage or payment/performance bonds, notice of completion requirements, and sales tax implications in making a bid. The current prevailing wage rates for all public works classifications are included in Attachment F. Further information can be found at: http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp.

CONTACT the Purchasing Specialist, Karen Kramer, at kkramer@sno-isle.org concerning this project upon release of this IFB until the point of contract signage.

PRELIMINARY SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Written Question Period Ends</td>
<td>June 3, 2019</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td>Answers Issued to all Questions</td>
<td>June 5, 2019</td>
<td>11:00 a.m.</td>
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<tr>
<td>Bid Submissions Due</td>
<td>June 10, 2019</td>
<td>1:00 p.m.</td>
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<tr>
<td>Expected Contract Award Notification</td>
<td>June 12, 2019</td>
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</tr>
<tr>
<td>Contract Services Start</td>
<td>June 13, 2019</td>
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Sno-Isle Libraries
PUBLIC WORKS

STATEMENT OF BIDDERS QUALIFICATIONS/ RESPONSIBILITY CRITERIA

PROJECT:  IFB No. 2019.05.28 - SIL Parking Lot Repairs, Maintenance and Striping Services

Note: *This statement must be completed, signed and submitted as part of the bid packet.*

**BUSINESS INFORMATION**

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<th>Name of Firm:</th>
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<th>Contact Name:</th>
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**LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)**

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<tr>
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<tr>
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<tr>
<th>State of Washington Dept. of Employment Security Number: Licensing</th>
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| State of Washington Dept. of Labor & Industries Workers Compensation    |
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<th>Washington State Excise Tax Registration Number:</th>
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<th>Federal Tax ID Number:</th>
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**INSURANCE AND BONDING**

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<th>Bonding Company (If Applicable):</th>
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<th>Are you listed on any debarment lists:</th>
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<th>Are you on the list of parties excluded from the Federal procurement/Non-Procurement programs:</th>
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<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal, or quote, 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:

1) I/we declare that all answers and statements made in the proposal 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 completion. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3) The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Sno-Isle Libraries without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60 day period.
4) In preparing this proposal, I/we have not been assisted by any current or former employee of Sno-Isle Libraries whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5) I/we understand that Sno-Isle Libraries will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Sno-Isle Libraries and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9) I/we grant Sno-Isle Libraries the right to contact references and other, who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this IFB/RFP.
10) I/we meet all licensing, insurance, accreditation and registration requirements necessary for the performance of this contract.
11) I/we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
12) Effective July 1, 2019, I/we have either: 1) received training provided by or approved by the Department of Labor & Industries on requirements related to public works & prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW; or 2) I/we have completed 3 or more public works projects and have had a valid business license in Washington for 3 or more years.
13) Until December 31, 2013, I/we have not violated RCW 37.04.370 more than one time as determined by the Department of Labor & Industries.
14) In the three year period immediately preceding the date of solicitation, I/we swear there are no determinations by a final and binding citation and notice of assessment issued by the Department of Labor & Industries or through a civil judgment by a court to have willfully violated any provision of chapter RCW 49.46, 49.48, or 49.52 RCW.
15) There have been no lawsuits or liens filed against my/our insurance or bonding agencies within the previous 5 years. If there have been lawsuits or liens filed against my/our insurance or bonding agencies, I/we have attached them to this form.
16) I/we are not submitting proposed Contract exceptions. If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Contractor submitting this proposal, my name below attests to the accuracy of the above statements. Further, I understand that an electronic signature is as binding as a written signature.

Name, Title

Date
ATTACHMENT A
GENERAL CONDITIONS

Sno-Isle Libraries Parking Lot Repair, Maintenance and Striping Services

1. Project Objective

1.1 This invitation for bid (IFB) provides requirements for the submission of qualifications and pricing in response to Sno-Isle Libraries Public Works IFB NO. 2019.05.28 – Parking Lot Repairs, Maintenance & Striping Services. The contractor shall maintain the appearance of the parking of the Sno-Isle Libraries locations included in this contract. This agreement is a performance-based contract intended to provide Sno-Isle Libraries with quality parking lot related services at the most reasonable cost as outlined in Attachment B – Scope of Work: Parking Lot Projects.

Sno-Isle Libraries will accept bids on a single site or any combination of sites. Sno-Isle Libraries recognizes the locations represent two geographically distinct zones; the Island County sites and the Snohomish County sites. Consolidation of all services included herein to the fewest contractors possible for the listed locations herein is preferred.

1.2 Contractor agrees to furnish at its expense all necessary labor, materials, equipment and related supplies to satisfy the requirements of this contract.

1.2.1 The locations included in Washington State, Island and Snohomish counties are:

- Coupeville Library
- Freeland Library
- Granite Falls Library
- Marysville Library
- Marysville Service Center
- Monroe Library
- Mukilteo Library
- Snohomish Library

2. Contract Terms and Conditions

The Conditions and Requirements included in this IFB will govern the performance of the project. No other terms and conditions will be accepted. Bids that take exception in any way to Sno-Isle Libraries’ Conditions and Requirements may result in the Bid being considered non-responsive.

3. Minimum Qualifications and Bidder Responsibility Criteria

Bidders must comply with the requirements of Bidder Responsibility Criteria as set forth in RCW 39.04.350 and RCW 39.06.02 and regularly engaged in providing the services quoted. A qualified contractor shall be
defined to mean one which has provided such services for a minimum of five (5) years. Proposals from other than qualified and responsible contractors may be rejected as non-responsive.

4. **Period of Performance**

The term of any contract resulting from this IFB shall be through September 30, 2019. The period of performance of the initial contract is tentatively scheduled to begin on June 13, 2019.

5. **Bidder Instructions / Information**

5.1 Terms used in these Bidder Instructions will have the meanings indicated in the Conditions and Requirements section of this IFB.

5.2 Bids shall be made using the Bid Forms provided by Sno-Isle Libraries and shall be signed by the Bidder or Bidder’s authorized representative.

5.3 Bid prices shall include allowance for federal, state, and local taxes, except as otherwise provided for. The resulting contract shall be firm.

6. **Revisions to the IFB**

In the event it becomes necessary to revise any part of this IFB, addenda will be published on the Sno-Isle Libraries website: [http://www.sno-isle.org/vendor/current-projects](http://www.sno-isle.org/vendor/current-projects) no later than 11:00 p.m. on June 5, 2019. Sno-Isle Libraries reserves the right to cancel or to re-issue this IFB in whole or in part prior to execution of a contract.

7. **Qualification of Bidders**

Sno-Isle Libraries reserves the right to investigate Bidders as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Bidders shall furnish to Sno-Isle Libraries all such information and data as required for this purpose. Sno-Isle Libraries also reserves the right to reject any Bid if evidence submitted by Bidder, or if Sno-Isle Libraries’ investigation of Bidder, fails to satisfy Sno-Isle Libraries that the Bidder is properly qualified to meet the obligations of the Contract.

All materials submitted by Bidder will be considered to determine Bidder’s ability to comply with the requirements of the Contract.

8. **Evaluation Criteria**

Evaluation of Bids will be to determine lowest responsible Bidder submitting a responsive Bid. In determining responsibility, the following elements shall be given consideration in addition to price:

8.1 The experience, ability, capacity and skill of the Bidder to perform the Contract or provide the service or work required;
8.2 The character, integrity, reputation, judgment, and efficiency of the Bidder;

8.3 The quality and timeliness of performance by the Bidder of previous contracts with other entities, local governments, and state and federal agencies;

8.4 The previous and existing compliance by the Bidder with laws relating to public contracts;

8.5 The history of the Bidder in filing claims and litigation on prior projects involving Sno-Isle Libraries or other local governments and agencies; and

8.6 Such other information as may be secured having a bearing on whether the Bidder is responsible and has submitted a responsive Bid.

9. **Bid Award / Award of Contract**

Sno-Isle Libraries shall issue a Contract to the successful Bidder. Work may proceed when the following conditions have been met:

i. The Contract has been fully executed by both parties

ii. A Certificate of Insurance has been received by the Purchasing Specialist

iii. A *Statement of Intent to Pay Prevailing Wages* for the Contractor and each Subcontractor (if applicable) has been submitted to the Department of Labor & Industries (L&I).

10. **Scope of Work and Specifications**

Information regarding this solicitation, including scope of work and specifications may be viewed on Sno-Isle Libraries website: [http://www.sno-isle.org/vendor/current-projects](http://www.sno-isle.org/vendor/current-projects). Bidders are responsible to check this website for the issuance of any addenda prior to submitting a Proposal.

11. **Bid Scoring**

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<tr>
<th>SCORE</th>
<th>CRITERIA</th>
<th>WEIGHT</th>
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<tr>
<td>50</td>
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<td>50</td>
<td>Project Plan and Schedule</td>
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<td><strong>100</strong></td>
<td>Qualifications and Experience</td>
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<tr>
<td>30</td>
<td>References</td>
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<td><strong>200</strong></td>
<td>Total Points</td>
<td>100%</td>
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Sno-Isle Libraries reserves the right to award the Contract to the Contractor whose proposal is deemed to be in the best interest of Sno-Isle Libraries. Consolidation of all services herein to a single Contractor for either the Island locations or the Snohomish locations, or both zones combined is preferred by Sno-Isle Libraries, and bids for such will be favorably graded due to the positive impact of economies of scale and consolidation of other controls.

12. Procedure When Only One Bid Is Received

If Sno-Isle Libraries receives a single responsive, responsible Bid, Sno-Isle Libraries shall have the right to conduct a price or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by Sno-Isle Libraries to assist in such analysis.

By conducting such analysis, Sno-Isle Libraries shall not be obligated to accept the single Bid. Sno-Isle Libraries reserves the right to reject such Bid or any portion thereof.

13. Cost To Bid

Sno-Isle Libraries will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this IFB, in conduct of a presentation, or any other activities related to responding to this IFB.

14. Modification of a Bid

A Bidder may modify its Bid in writing prior to the time and date designated for the receipt of Bids. The modification must conform in all aspects to the requirements and marking of Bids. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Bid.

15. Waiver of Minor Administrative Irregularities

Sno-Isle Libraries reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Bid.

16. Withdrawal of Bids

No Bidder may withdraw its Bid after the bid submission due date or before the award and execution of the Contract, unless the Notice of Award is delayed beyond 120 days from the bid opening date. Sno-Isle Libraries will not give any consideration to a claim of error in a Bid after the bid opening date.

17. Rejection of Bids

Sno-Isle Libraries reserves the right to reject any Bid for any reason including, but not limited to the following: (1) any Bid which is incomplete or lacking necessary detail and specificity; (2) any Bid which has any qualification, addition, limitation or provision attached to the Bid; (3) any Bidder whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4)
any Bid which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Bid for which a Bidder fails or neglects to complete and submit any qualifications information within the time specified by Sno-Isle Libraries; and (6) any Bid submitted by a Bidder who is not registered or licensed as required by the laws of the state of Washington or local government agencies. In consideration for Sno-Isle Libraries review and evaluations of its Bid, the Bidder waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation and presentation of Bids submitted in response to this IFB.

18. Acceptance Period

Proposals must provide 60 days for acceptance by Sno-Isle Libraries from the Bid Opening Date.

19. Most Favorable Terms

19.1.1. Sno-Isle Libraries reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Bidder for clarification of its proposal.

19.1.2. The Apparent Successful Bidder should be prepared to accept this IFB for incorporation into a Contract resulting from this IFB. Contract negotiations may incorporate some or the Bidder’s entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to Sno-Isle Libraries.

20. Proprietary Information / Public Disclosure

All bids received shall remain confidential until the contract, if any, resulting from this IFB is signed by Sno-Isle Libraries and the Contractor; thereafter, the bids shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

21. Protest Procedure

Protests may be made only by Bidders who submitted a response to this solicitation document. The Bidder is allowed two (2) business days to file a protest. Protests must be received by the Purchasing Specialist no later than 8:00 a.m. on the third business day following the notification of intent to award a contract. Protests may be submitted by e-mail but must be followed by the document with an original signature.

Bidders 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 Bidders under this procurement.

21.1.1 All protests must be in writing, addressed to the Purchasing Specialist, and signed by the protesting party or an authorized Agent. The protest must state the IFB number, 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.
21.1.2 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 an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the IFB document or Sno-Isle Libraries’ policy.

21.1.3 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) Sno-Isle Libraries’ assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by Sno-Isle Libraries. Sno-Isle Libraries’ Director or an employee appointed by the Library Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) 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 Bidder that also submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Purchasing Specialist.

The final determination of the protest as rendered by the Sno-Isle Library Director or employee appointed by the Library Director shall:

21.1.4 Find the protest lacking in merit and uphold Sno-Isle Libraries’ action; or

21.1.5 Find only technical or harmless errors in Sno-Isle Libraries’ acquisition process and determine Sno-Isle Libraries to be in substantial compliance and reject the protest; or

21.1.6 Find merit in the protest and provide Sno-Isle Libraries options which may include:

- Correct the errors and re-evaluate all proposals, and/or
- Re-issue the solicitation document and begin a new process,
- Make other findings and determine other courses of action as appropriate.

If Sno-Isle Libraries determines that the protest is without merit, Sno-Isle Libraries may enter into a contract with the apparent successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

22. References (Mandatory)

List names, addresses, telephone numbers and e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. Do not include current Sno-Isle Libraries staff as references. By submitting a bid in response to this IFB, the Bidder grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries’ perspective, may have pertinent information.
23. Responses Become Property of Sno-Isle Libraries

All materials submitted in response to this request becomes the property of Sno-Isle Libraries. Selection or rejection of a response does not affect this right.

24. Sno-Isle Libraries Contact Information

Brian Rush / Facilities Manager  
Sno-Isle Libraries  
brush@sno-isle.org  
(360) 651-7093

Karen Kramer / Purchasing Specialist  
Sno-Isle Libraries  
kkramer@sno-isle.org  
(360) 651-7012

25. Execution of Contract

The apparent successful Bidder will be expected to enter into a Purchase Order Contract with Sno-Isle Libraries. The contract shall be signed by the successful Bidder and delivered to Sno-Isle Libraries within ten (10) business days after Notice of Award. This IFB does not obligate Sno-Isle Libraries to contract for services specified herein.

26. Consideration of Bid-Math Corrections

Sno-Isle Libraries will check Bids for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and extended amount of any Bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by Sno-Isle Libraries.

27. Insurance Coverage

The Contractor is to furnish Sno-Isle Libraries with certificates of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance is in force, and a copy shall be forwarded to Sno-Isle Libraries within ten (10) days of the Contract effective date.

27.1 Commercial General Liability Insurance

Contractor shall procure and keep in force during the term of this Contract Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this Contract, Contractor shall provide Sno-Isle with a Certificate of Insurance evidencing the insurance
required and, by endorsement to the Contractor’s liability policy (ices), naming Sno-Isle Libraries and all locations, its officers, employees and agents as Additional Insureds. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Contractor agrees to repair and replace all property of Sno-Isle Libraries and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that he has familiarized himself with the conditions and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Sno-Isle Libraries reserves and retains its rights of subrogation.

27.2 Workers’ Compensation Coverage

All contractors and subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the Performance Bond. This obligation survives final acceptance. The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Sno-Isle Libraries will not be held responsible in any way for industrial insurance claims filed by the Contractor or their employees for services performed under the terms of this Contract.

28. Codes and Standards

Contractor shall provide all work in accordance with all applicable codes that are in force at the time of the bid submission for the jurisdiction in which the work is being performed.

29. Permits & Fees

The Contractor shall be responsible for providing and paying all fees associated with any and all permits that are required.

30. Commitment of Funds

No cost chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract.

31. Intents & Affidavits

Before any work begins on the contract, the Contractor and any subcontractors must file a Statement of Intent to Pay Prevailing Wages with the Industrial Statistician of the Department of Labor and Industries (L&I). L&I charges a fee for such approval and certification, which shall be paid by the Contractor. Any change in the fee will not be grounds for revision of the Contract Sum. No payment will be made on this Contract until the Contractor and each subcontractor has submitted an approved L&I Affidavit to Pay Prevailing Wages with the properly completed invoice(s) for the period.
32. Billing Procedures and Payment

Sno-Isle Libraries will pay Contractor upon receipt of properly completed invoices (including L&I approved filings and required wording on invoices), which shall be submitted to the Facilities Specialist, Tona Khau. The invoices shall describe and document to Sno-Isle Libraries’ satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Payment shall be considered timely if made by Sno-Isle Libraries within thirty (30) days after receipt of properly completed invoices, subject to ten percent (10%) withholding of total contract cost, including tax, upon completion of Notice of Completion and release from each of the three (3) agencies, Department of Revenue, Department of L&I, and Employment Security Department. Payment shall be sent to the address designated by the Contractor.

Sno-Isle Libraries may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

33. Hold Harmless and Indemnification

The Contractor shall defend, indemnify and save harmless Sno-Isle Libraries, its officers, employees and agents from any and every claim and risk, including suits or proceedings for patent, trademark, copyright or franchise infringements, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Sno-Isle Libraries, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only of those losses resulting solely from the negligence of Sno-Isle Libraries, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Sno-Isle Libraries, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor’s waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Sno-Isle Libraries, it officers, employees, agents and volunteers, the Contractor shall pay the same.
34. Subcontractors

The Contractor shall, in all its subcontract agreements, insure that all subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Sno-Isle Libraries, in strict accordance with all terms and conditions of the Contract documents. Nothing contained herein, however, shall be interpreted as creating a contractual relationship between Sno-Isle Libraries and any subcontractor. The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any work under the Contract with the Contractor.
This Contract is made and entered into this **DD** of **Month**, **YYYY** by and between Sno-Isle Intercounty Rural Library District, a municipal corporation, herein after referred to as the “Sno-Isle Libraries”, and the below named firm, hereinafter referred to as “Contractor,”

**Contractor Name:**

**Address:**

**City, State, Zip:**

**Phone:**

**WA State UBI No:**

**PURPOSE**

In consideration of the sums to be paid Contractor by Sno-Isle Libraries, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to build and construct in a workmanlike manner the work, improvements, and appurtenances in accordance with the specifications and plans as contained or referenced within Sno-Isle Libraries RFP No. **20XX-XX.XX** entitled: NAME OF PROJECT.

**SCOPE OF WORK**

The Contractor will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the specifications and plans and Contractor’s Bid Proposal dated **DD, Month, YYYY** and Sno-Isle Libraries RFP No. **20XX.XX-XX**.

Exhibit A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between Sno-Isle Libraries and the Contractor, and specific obligations of both parties.

**PERIOD OF PERFORMANCE**

Subject to other Contract provisions, the period of performance under this Contract will be effective as of the last signature date through **DD, Month, YYYY**, unless sooner terminated or extended as provided herein.

**COMPENSATION AND PAYMENT**

Sno-Isle Libraries shall pay an amount not to exceed **DOLLAR AMOUNT SPELLED OUT** Dollars ($___________) for the performance of all things necessary for or incidental to the performance of work as set forth in the SCOPE OF WORK. The Contractor's final compensation for goods and services rendered shall be based on the actual completion of the Work and delivery of all goods and services and progress payments, if provided for in the Contract Documents, shall be based upon the actual amount of work performed through the date of application for payment, according to the Contract Documents, and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in
whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract amount stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract amount stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by Sno-Isle Libraries’ Contract Manager. Sno-Isle Libraries may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable. If Sno-Isle Libraries chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, Sno-Isle Libraries does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

In the absence of a retainage bond equal to five percent (5%) of the Contract cost, five percent (5%) of the amounts due Contractor shall be retained and withheld to ensure the timely and faithful completion of the work and to provide a source of funds for liquidated or other damages. The Contractor will declare the option for Sno-Isle Libraries management of retained percentage in accordance with RCW 60.28.011(4). Except for a continuing retention of five percent (5%) of moneys earned for parking lot services, retained amounts shall only be released: (a) as required by law; or (b) sixty (60) days after completion of all contract work if: (1) there are no claims against the retained funds, (2) the Contractor satisfied test requirements, and (3) the Contractor faithfully, timely and completely performed the Contract.

Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

BILLING PROCEDURES AND PAYMENT

Sno-Isle Libraries will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager. The invoices shall describe and document to Sno-Isle Libraries’ satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Payment shall be considered timely if made by Sno-Isle Libraries within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Sno-Isle Libraries may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

<table>
<thead>
<tr>
<th>Contractor Contract Manager</th>
<th>Sno-Isle Libraries Contract Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td>Brian Rush</td>
</tr>
<tr>
<td><strong>Contractor Business Name</strong></td>
<td>Sno-Isle Libraries Service Center</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>7312 35th Ave. NE</td>
</tr>
<tr>
<td><strong>City, State zip</strong></td>
<td>Marysville, WA 98271</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(360) 651-7093</td>
</tr>
<tr>
<td><strong>Email address:</strong></td>
<td>B <a href="mailto:Rush@sno-isle.org">Rush@sno-isle.org</a></td>
</tr>
</tbody>
</table>
BONDS AND INSURANCE

The Contractor shall provide performance and payment bonds as required by the Contract Documents in the amount of 100 percent of the contract cost. The Contractor shall provide, as applicable, insurance coverage as set forth in the General Terms and Conditions. The intent of the required insurance is to protect Sno-Isle Libraries should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontract, or agents of either, while performing under the terms of this contract.

Contractor shall submit to Sno-Isle Libraries within ten (10) days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

Failure to maintain such insurance shall be a material breach of the Contract. Sno-Isle Libraries shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by Sno-Isle Libraries if Sno-Isle Libraries is determined to be solely or concurrently negligent, and if Sno-Isle Libraries suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

Contractor waives any right of contribution against Sno-Isle Libraries. It is agreed and mutually negotiated that in any and all claims against Sno-Isle Libraries, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker’s compensation acts, disability benefit acts, or other employees’ benefit acts.

Contractor’s and Sno-Isle Libraries’ initials hereto indicate specific waiver of Contractor’s industrial insurance immunity in order to fulfill this indemnity. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

____________________________________  ______________________________
Contractor (initial here)  Sno-Isle Libraries (initial here)

The Contractor agrees to repair and replace all property of Sno-Isle Libraries and all property of other damaged by it, its employees, subcontractors, suppliers and agents.

ASSURANCES

Sno-Isle Libraries and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations. Without limiting the foregoing, Contractor shall: (1) pay prevailing wages and comply with the requirements set forth in Chapter 39.12 RCW: (2) comply with the excavation safety requirements specified in RCW 39.04.180; (3) provide and submit all information as required by RCW 39.04.370.
ORDER OF PRECEDENCE

Each of the exhibits and documents listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Terms and Conditions as contained in this contract instrument
- Exhibit A – General Terms and Conditions
- Invitation for Bid
  - Bidder Instructions / Information
  - Conditions and Requirements
  - Scope of Work and Specifications
  - Addenda (if any)
- Contractor’s Proposal dated DD, month, YYYY
- Payment and Performance Bond
- Permits
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of Sno-Isle Libraries' authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the contract.

Contractor business name

Sno-Isle Libraries

Signature

Signature

Title Date

Title Date
EXHIBIT A

GENERAL TERMS AND CONDITIONS

INVITATION FOR BID & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION FOR BID, REQUEST FOR QUOTATION, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND POLICIES OF SNO-ISLE LIBRARIES AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by Sno-Isle Libraries.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Contract, nor shall any claim arising under this Contract, be transferred or assigned by the Contractor without prior written consent of Sno-Isle Libraries.

ATTORNEYS’ FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney’s fees and costs.

CHANGES – No alterations in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Specialist or appropriate Buyer.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning Sno-Isle Libraries, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Sno-Isle Libraries, or as may be required by law.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by Sno-Isle Libraries. Sno-Isle Libraries shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to Sno-Isle Libraries effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to Sno-Isle Libraries a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Sno-Isle Libraries.

The Contractor shall exert all reasonable effort to advise Sno-Isle Libraries, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Sno-Isle Libraries shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. Sno-Isle Libraries shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. Sno-Isle Libraries shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DELIVERY – For any exception to the delivery date as may be specified on this order, Contractor shall give prior notification and obtain written approval thereto from the Purchasing Specialist with respect to delivery under this order. Time is of the essence and...
the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance of Sno-Isle Libraries of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing.

1. The request for a dispute hearing must:
   - Be in writing;
   - State the disputed issue(s);
   - State the relative positions of the parties;
   - State the contractor’s name, address, and contract number; and
   - Be mailed to the other party’s (respondent’s) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester’s statement to the requester within 5 working days.

3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties’ choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above. Any dispute in connection with this public works contract which the parties cannot resolve among themselves shall be referred to the Director of Washington State Labor and Industries for arbitration, and the Director’s decision shall be final, conclusive and binding on all parties to the dispute.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

HANDLING – No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of Sno-Isle Libraries. The Contractor will not hold himself/herself out as or claim to be an officer or employee of Sno-Isle Libraries or of Sno-Isle Libraries by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Sno-Isle Libraries may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Sno-Isle Libraries under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Contractor.

The requirements for the insurance coverage are:

Commercial General Liability Insurance
Contractor shall procure and keep in force during the term of this Contract, Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this Contract, Contractor shall provide Sno-Isle Libraries with a Certificate of Insurance evidencing the insurance required and by endorsement to the Contractor’s liability policy, naming Sno-Isle Libraries, its officer, employees and agents as Additional Insureds.

Works’ Compensation Coverage
All contractors and subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the Performance Bond. This obligation survives final acceptance.

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIENS, CLAIMS AND ENCUMBRANCES – Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LIMITATION OF AUTHORITY - Only the Agent or Agent’s delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any
alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with Sno-Isle Libraries. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

OVERPAYMENTS AND ASSERTION OF LIEN – In the event that Sno-Isle Libraries establishes overpayments or erroneous payments made to the Contractor under this Contract, Sno-Isle Libraries may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to Sno-Isle Libraries or by doing both.

PREVAILING WAGES – Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate determined by the State of Washington. Contractor shall pay the wage rates in effect at the date of contract execution. See Snohomish/Island County rates at https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site or local office. Sno-Isle Libraries will provide a hardcopy of applicable prevailing rate of wages upon request.

The Director of the Washington State Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of Sno-Isle Libraries or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Sno-Isle Libraries reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by Sno-Isle Libraries. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless Sno-Isle Libraries for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to Sno-Isle Libraries all advertising and publicity matters relating to this Contract wherein Sno-Isle Libraries' name is mentioned or language used from which the connection of Sno-Isle Libraries' name may, in Sno-Isle Libraries' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of Sno-Isle Libraries.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by Sno-Isle Libraries, personnel duly authorized by Sno-Isle Libraries, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to Sno-Isle Libraries, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
The Contractor shall make available information necessary for Sno-Isle Libraries to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor’s internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to Sno-Isle Libraries and the U.S. Secretary of the Department of Health & Human Services, upon request.

RISK OF LOSS – Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.

SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of Sno-Isle Libraries or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Sno-Isle Libraries and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Sno-Isle Libraries mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Sno-Isle Libraries reserves the right to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, “salting” by Sno-Isle Libraries. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Sno-Isle Libraries in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Sno-Isle Libraries for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, and employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, Sno-Isle Libraries may terminate the contract under the “Termination for Convenience” clause, without the ten day notice requirement, subject to renegotiation at Sno-Isle Libraries’ discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY - While on Sno-Isle Libraries premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of Sno-Isle Libraries. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to Sno-Isle Libraries for any breach in the performance of the Contractor’s duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.
TAXES - All payments accrued on account of payroll taxes, unemployment contributions, State of Washington sales or use tax, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event Sno-Isle Libraries determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, Sno-Isle Libraries has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, Sno-Isle Libraries shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within seven (7) days in a satisfactory manner as determined by Sno-Isle Libraries Facilities Manager, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive Bidding, mailing, advertising and staff time. Sno-Isle Libraries reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by Sno-Isle Libraries to terminate the Contract. A termination shall be deemed to be a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of Sno-Isle Libraries provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE. - Except as otherwise provided in this contract, Sno-Isle Libraries may, by seven (7) days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, Sno-Isle Libraries shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, Sno-Isle Libraries, in addition to any other rights provided in this contract, may require the Contractor to deliver to Sno-Isle Libraries any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the “Treatment of Assets” clause shall apply in such property transfer.

Sno-Isle Libraries shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by Sno-Isle Libraries, and the amount agreed upon by the Contractor and Sno-Isle Libraries for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by Sno-Isle Libraries, and (iv) the protection and preservation of property, unless the termination is for default, in which case if the Parties cannot agree on the amount, such determination shall be a dispute within the meaning of the “Disputes” clause of this contract. Sno-Isle Libraries may withhold from any amounts due the Contractor such sum as determined to be necessary to protect Sno-Isle Libraries against potential loss or liability.

The rights and remedies of Sno-Isle Libraries provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to Sno-Isle Libraries, in the manner, at the times, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case Sno-Isle Libraries has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to Sno-Isle Libraries and deliver in the manner, at the times, any property which, if the contract had been completed, would have been required to be furnished to Sno-Isle Libraries;
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which Sno-Isle Libraries has or may acquire an interest.

TREATMENT OF ASSETS

A. Title to all property furnished by Sno-Isle Libraries shall remain in Sno-Isle Libraries. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in Sno-Isle Libraries upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in Sno-Isle Libraries upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by Sno-Isle Libraries in whole or in part, whichever first occurs.
B. Any property of Sno-Isle Libraries furnished to the Contractor shall, unless otherwise provided herein or approved by Sno-Isle Libraries, be used only for the performance of this contract.

C. The Contractor shall be responsible for any loss or damage to property of Sno-Isle Libraries which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

D. If any Sno-Isle Libraries property is lost, destroyed or damaged, the Contractor shall immediately notify Sno-Isle Libraries and shall take all reasonable steps to protect the property from further damage.

E. The Contractor shall surrender to Sno-Isle Libraries all property of Sno-Isle Libraries prior to settlement upon completion, termination or cancellation of this contract.

F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**WAIVER** – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of Sno-Isle Libraries.
PAYMENT AND PERFORMANCE BOND

Bond No. ________________

KNOW ALL PERSONS BY THESE PRESENTS, that __________________________________
(Contractor), of ___________________ as Principal, and _____________________________, as
Surety, a corporation duly organized under the laws of the State of ________________, and
authorized to do business as a surety in the State of Washington, are held and firmly bound unto the Sno-Ile Libraries in the sum of ________________________________ Dollars ($___________), for the
payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators,
representatives, successors, and assigns, jointly and severally, firmly by these presents, the condition of
this bond such that:

WHEREAS, on the ____ day of ___________, [YYYY], the
Principal has been awarded, and is about
to enter into, a written Contract with Sno-Ile Libraries, by the terms, conditions and provisions of which
contract the said Principal agrees to furnish all material and do certain work to
wit:____________________________________________________________________________
___________________________________________________________________________________
_________. for __________, Contract No. ___________, which is hereby made a part of this bond as if
fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations of said Contract in all
respects, including any warranties required thereunder, and all modifications, amendments,
additions, and alterations thereto, including modifications which increase the contract price or time
for completion, and Principal shall pay all laborers, mechanics, and subcontractors and material
suppliers, and all persons who supply Principal or subcontractors, with provisions and supplies for
the carrying on the work required by the Contract, with or without notice to the surety; and

2. If the Principal shall indemnify and hold Sno-Ile Libraries harmless from any and all losses,
liability, damages, claims, judgments, liens, costs, and fees of any type that Sno-Ile Libraries may
be subject to because of the failure or default of the Principal in the performance of any of the
terms, conditions, or obligations of the Contract, including all modifications, amendments,
additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If Sno-Ile Libraries shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall,
within a reasonable time which shall not exceed fourteen (14) Days, except for good cause shown, notify
Oblige in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall Sno-Ile Libraries be obligated for
the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of
time made by Sno-Ile Libraries.

WITNESS our hand the ___day ________________, 2016.

Principal: ________________________________  Surety: ________________________________
By: ________________________________  By: ________________________________
Title: ________________________________  Title: ________________________________
Address: ________________________________  Address: ________________________________
City/Zip: ________________________________  City/Zip: ________________________________
Telephone: ( ) __________________________  Telephone: ( ) __________________________
DECLARATION of Option for Management of Statutory Retained Percentage

Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing signature and date to one of the following options in accordance with RCW 60.28.011 and subject to the conditions of the Compensation and Payment Section:

☐ I hereby elect to submit a bond for all or any portion of the contract retainage in a form acceptable to Sno-Isle Libraries and from an authorized surety insurer. I am aware that Sno-Isle Libraries may require that the authorized surety have a minimum A.M. Best financial strength rating so long as the minimum rating does not exceed A-. This bond and any proceeds therefrom are subject to all claims and liens and in the same manner and priority as set forth for retained percentages.

☐ I hereby elect to withhold from total contract payment a retained percentage of 10 percent and will submit a final invoice requesting payment of the retained amount upon Sno-Isle Libraries final acceptance of the project and all statutory requirements are fulfilled.

☐ I hereby elect to have the retained percentage of this Contract HELD IN A FUND by Sno-Isle Libraries.

☐ I hereby elect to have Sno-Isle Libraries deposit the retained percentage of this contract in an INTEREST BEARING ACCOUNT not subject to withdrawal.

☐ I hereby designate __________________________________________________________ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investment selected are subject to approval by Sno-Isle Libraries. Prior to Sno-Isle Libraries placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by Sno-Isle Libraries. When the monies reserved are to be placed in escrow, Sno-Isle Libraries will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by Sno-Isle Libraries and the bonds and securities held in escrow.

Date: ___________________________  Signed: ________________________________