



# REQUEST FOR PROPOSAL

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COMPUTERIZED MAINTENANCE MANAGEMENT  
SYSTEM | PROPOSAL NO. 2021.07.30

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## 1. OVERVIEW

Sno-Isle Libraries is seeking to acquire an Enterprise Asset Management Computerized Maintenance Management System (CMMS) platform for the Facilities Department. Sno-Isle Libraries is currently employing an ITSM (Information Technology Service Management) platform by Samanage through our Information Technology Department. The Proposed Solution must be provided either as a SaaS or as a hosted solution where Sno-Isle Libraries' licenses the product and the proposer hosts the solution. Sno-Isle Libraries does not plan to install the software in their own environment, infrastructure, or servers. The ECMMS must have a main component utilizing Open RESTful API to integrate connection between the different applications used; notably Microix/Abila, ITSM/Samanage and Microsoft Exchange. Proposal costs will be used to support the 2022 budget planning in Q3 2021 to secure funding approval in Q4 2021. Sno-Isle Libraries anticipates rolling out the awarded proposer's program in Q1 2022. The awarded proposal will be mobile friendly, cloud based and support the function to communicate to external contacts/3<sup>rd</sup> party proposers while meeting the requisites outlined below. **The deadline for submissions is 2:00pm (PDT), August 24, 2021.**

## 2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district serving more than 770,000 people in Snohomish and Island counties through 23 community libraries, mobile and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

## 3. PROJECT DESCRIPTION AND SCOPE OF WORK

**3.1** Proposers are requested to submit a Proposal for the project management requirements defined herein. The Proposer must provide an understanding in enough detail to demonstrate a thorough understanding of the necessary steps and tasks required to communicate and manage a successful project. In addition to the details outlined in the overview, below are the technical requirements the proposal must meet:

- Detailed Asset Registry:
  - Equipment and component definitions.
  - Internal and external parts and support descriptions and the ability to define and maintain hierarchical and list-based asset and component structures.
  - Hierarchical plant structures.
  - Equipment, component and asset tracking for assemblies of equipment.
  - Linear asset management — defining and maintaining linear structures (pipes, wires, rails, roads) within the CMMS systems in a dynamic and flexible way, including offsets and intersects and integration with GIS (geographic information system).

- Managing, planning, and scheduling work:
  - Work order creation.
  - Outage/shutdown planning for refurbishments and turnarounds.
  - Unplanned job reporting/requesting — capability for end users to report faults or failures and have them acted on as part of a job plan.
  - Preventive maintenance (time-based or usage-based) — creating recurring maintenance jobs based on a schedule.
  - Long-term maintenance, project and work schedules (core CMMS), including assigning tasks to resources for job completion over a period of time.
  - Resource planning capabilities to match skills, training and availability with work requirements.
  - Capital construction planning.
  - Condition based triggers and alerts creating work orders.
  
- MRO (maintenance, repair, and operating supply) parts cataloging, inventory, procurement, and invoice matching:
  - Maintenance history tracking.
  - Reactive and preventive maintenance.
  - An internal catalog of replacement parts linked to assets and components that is used for managing single-location and multi-location inventory records of spare parts.
  - Serial number tracking and tracing for replacement parts and install history.
  - Support for complex (alternative manufacturers and alternative suppliers) inventory relationships for indirect MRO.
  - Supply chain capability for indirect goods, with demand planning linked to maintenance and repair schedules (core CMMS), enabling requesting parts and materials for both stocked and nonstock items; capability of procurement management and supplier management.
  - Probability-based, “just in case” MRO-focused inventory and procurement, rather than “just in time” or material requirements planning (MRP)-based inventory.
  
- “Fleet” maintenance capabilities:
  - Inclusion of fleet maintenance support functionality for vehicles and nonvehicle assets by defining and managing a replicated set of repeated assets to manage the data collectively and individually.
  
- Usability, Reporting, and Analysis:
  - Statistical analysis of equipment performance and reliability — standard reports and analytics for management oversight of operations, as well the ability to develop custom reports.
  - Warranty tracking to component levels and support for manufacturers’ records requirements for equipment under warranty.
  - Financial support via detailed cost analysis.

- Flexible, supported integration with ERP (enterprise resource planning) and financial packages.
- Handheld device support for both connected and disconnected applications.
- 3<sup>rd</sup> party proposer/external contact communication functionality.
- “Lock out/tag out” or “permit to work” functions.
- SaaS or as a hosted solution.
- Utilize Open RESTful API to integrate connection between the different applications used.

#### 4. TARGETED TIMELINE

|                         |                                   |
|-------------------------|-----------------------------------|
| July 30, 2021           | RFP Issued                        |
| August 13, 2021         | Questions Due by 12:00pm (PDT)    |
| August 17, 2021         | Addenda Issued (if necessary)     |
| August 24, 2021         | Proposals Due by 2:00pm (PDT)     |
| Week of August 30, 2021 | Proposer Demonstrations Scheduled |
| Week September 20, 2021 | Winning Proposer Notified         |
| Week of January 3, 2022 | Contract Awarded                  |
| January 24, 2022        | Timeline Due                      |
| March 31, 2022          | Substantial Completion            |

#### 5. QUESTIONS REGARDING RFP

Questions surrounding this RFP should be submitted via email to [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org) in accordance with **Section 4. Questions via telephone will not be accepted.** Responses to questions will be posted on Sno-Isle Libraries’ website as an addendum to this RFP (<https://www.sno-isle.org/vendors/>; click on *Current Projects*) and will be distributed to all email addresses related to this Proposal. Responses will be provided in accordance with **Section 4.**

#### 6. PROPOSAL

##### 6.1 Proposal Contents

##### 6.1.1 Cover Letter

Please include the following:

- (1) A letter of interest signed by the firm principal with a statement of availability to complete the work;
- (2) Summary of Proposer's organization's background and experience;
- (3) The identification of the Proposer, including name, address, email address and telephone number;
- (4) The name, title, address, email, and telephone number of contact person during period of Proposal evaluation; and
- (5) The signature of a person authorized to bind Proposer to the terms of this Proposal.

### **6.1.2 General Company Profile and Experience**

Briefly provide general information about the firm's experience, capabilities, and length of time the firm has been in the business of performing work of a similar nature.

### **6.1.3 Format**

Please respond to each bullet and sub-bullet in **Section 3.1**. Proposer's response to each of these requirements should follow the same sequencing. Examples or hypotheticals are provided for illustrative purposes only, and Proposer's response to any requirement including an example or hypothetical should not be restricted or limited to addressing only the example or hypothetical provided. Failure to comply with the instructions contained in this section may result in the Proposer's Proposal being deemed non-responsive and disqualified. The requirements included in **Section 3.1** are grouped by subject matter but are not listed by importance. Proposers are encouraged to read all requirements prior to preparing a proposal.

**6.1.3.1 Licensing and Certification:** Provide proof of all current licensing required by the State of Washington to perform this type of work. List any professional certifications, registrations, and licenses pertaining to this project.

**6.1.3.2 Experience & Key Personnel:** Identify primary project manager and key staff who will be assigned to the project and contract. Indicate the experience, responsibilities, and qualifications of such personnel, and include the amount of time each will be dedicated to the project. Include information supporting an individual's particular skill sets related to this project; their education, experience, significant accomplishments, and any other pertinent information.

**6.1.3.3 Technical Approach, Quality of Materials, & Scope of Work:** The Proposer shall state their understanding and approach in delivering the project and scope of services as listed in **Section 3.1**.

**6.1.3.4 Quality Control & Safety:** Explain how the oversight of quality workmanship, safety, and on-time performance to schedule is managed to provide the most efficient completion and best results. Also provide an organizational chart indicating lines of authority for adhering to such processes involved in performance of this RFP and contract.

**6.1.3.5 References & Similar Work:** Provide references within the last five years for projects of similar work, scope duration, and/or size that will help Sno-Isle Libraries determine the best fit, skill level, experience, and coordination level required for this project. See **Section 8.11** for Sno-Isle Libraries' standard reference requirements.

**6.1.3.6 Contingency or Risk Plan:** The Proposer must identify potential risks which are considered significant to the success of the project. Identify how the Proposer would propose to effectively monitor and manage these risks, and take action to mitigate such risks with contingency plans that help ensure successful on time substantial completion of the project.

**6.1.3.7 Warranty:** Provide a complete description of the warranty to be included and guaranteed for labor and services provided in the performance of this contract.

#### **6.1.4 Budget / Cost Scenarios**

Provide a not-to-exceed budget amount with high-level detail including all associated costs and staff expenses necessary to accomplish the required tasks and deliverables based on an understanding of the RFP Scope of Work (**Section 3**). The Cost Proposal must be all-inclusive and must include the hourly/daily rate, estimate number of hours/days to complete the project and a detailed estimate of all other costs, including tax, administrative fees, and travel.

No other monies will be paid for items omitted by the Proposer, unless requested and approved in advance in writing.

**NOTE: Proposal costs will be used to support the 2022 budget planning in Q3 2021 to secure funding approval in Q4 2021. We anticipate rolling out the awarded proposer's program in Q1 2022.**

#### **6.1.5 Signed Certifications & Assurances**

Sign and submit the Certifications and Assurances (**Attachment A**) as part of your Proposal.

### **6.2 Submitting a Proposal**

**6.2.1** Proposals may be submitted via email, mail, courier, or in-person. Proposals should be in writing and include links or attachments to materials which support, validate, or demonstrate the qualifications of the Proposer. The format may be a Word or PDF document. Submit email proposals to: [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org).

**6.2.2** If submitting a hard-copy: Submit one (1) copy of the proposal only. In keeping with Sno-Isle Libraries' environmental sustainability efforts, do not bind your proposal, nor include binders, report covers or unrequested indexing/divider pages. Use of recycled content paper is preferred.

**6.2.3** If the proposal is mailed/delivered, it shall be addressed/delivered to Sno-Isle Libraries: 7312 – 35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist – RFP PROPOSAL.

**6.2.4 If you would like confirmation of receipt of Proposal, please request via email at the time of submission.**

**6.2.5** No Proposal shall be considered which has not been received at Sno-Isle Libraries' Service Center before the submittal deadline specified in the Timeline (**Section 4**). Proposer shall assume full responsibility for timely delivery of its proposal at the specified location.

### **6.3 Revision / Rejection of Proposals**

Sno-Isle Libraries reserves the right to "revise" or "amend" the RFP prior to the Proposal due date by "written addenda."

Sno-Isle Libraries reserves the right to request clarification of information submitted, and to request additional information from any proposer. Sno-Isle Libraries reserves the right to reject any proposal for any reason including, but not limited to the following: (1) any proposal which is incomplete, obscure, irregular, or lacking necessary detail and specificity; (2) any proposal which has any qualification, addition, limitation, or provision attached; (3) any proposer who (in the sole judgement of Sno-Isle Libraries) lacks the qualifications or responsibility necessary to perform the work; (4) any proposal for which a proposer fails or neglects to complete and submit any qualifications information, and (5) any proposal which is received after the deadline date and time.

### **6.4 Proprietary Information/Public disclosure**

All proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract, if any, resulting from this request is signed by the Director of Technical Services. After a contract is signed, all proposals received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the proposal that is proprietary must be clearly marked or designated as "confidential" in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

## **7. EVALUATION PROCESS**

### **7.1 Criteria**

Proposals will be evaluated to consider how well the Proposal meets the objectives and scope of the project in the most efficient and professional manner at the most appropriate skill and technical level for a project of this size. It is important that the responses be clear and complete to ensure the evaluators can adequately understand all aspects of the Proposal.

The winning Proposal will be evaluated according to the following criteria:

- Detailed asset registry:
  - Equipment and component definitions.
  - Internal and external parts and support descriptions and the ability to define and maintain hierarchical and list-based asset and component structures.



- Hierarchical plant structures.
- Equipment, component and asset tracking for assemblies of equipment.
- Linear asset management — defining and maintaining linear structures (pipes, wires, rails, roads) within the CMMS systems in a dynamic and flexible way, including offsets and intersects and integration with GIS (geographic information system).
- Managing, planning, and scheduling work:
  - Work order creation.
  - Outage/shutdown planning for refurbishments and turnarounds.
  - Unplanned job reporting/requesting — capability for end users to report faults or failures and have them acted on as part of a job plan.
  - Preventive maintenance (time-based or usage-based) — creating recurring maintenance jobs based on a schedule.
  - Long-term maintenance, project, and work schedules (core CMMS), including assigning tasks to resources for job completion over a period of time.
  - Resource planning capabilities to match skills, training, and availability with work requirements.
  - Capital construction planning.
  - Condition based triggers and alerts creating work orders.
- MRO (maintenance, repair, and operating supply) parts cataloging, inventory, procurement, and invoice matching:
  - Maintenance history tracking.
  - Reactive and preventive maintenance.
  - An internal catalog of replacement parts linked to assets and components that is used for managing single-location and multi-location inventory records of spare parts.
  - Serial number tracking and tracing for replacement parts and install history.
  - Support for complex (alternative manufacturers and alternative suppliers) inventory relationships for indirect MRO.
  - Supply chain capability for indirect goods, with demand planning linked to maintenance and repair schedules (core CMMS), enabling requesting parts and materials for both stocked and nonstock items; capability of procurement management and supplier management.
  - Probability-based, “just in case” MRO-focused inventory and procurement, rather than “just in time” or material requirements planning (MRP)-based inventory.
- “Fleet” maintenance capabilities:
  - Inclusion of fleet maintenance support functionality for vehicles and nonvehicle assets by defining and managing a replicated set of repeated assets to manage the data collectively and individually.
- Usability, reporting & analysis:

- Statistical analysis of equipment performance and reliability — standard reports and analytics for management oversight of operations, as well the ability to develop custom reports.
- Warranty tracking to component levels and support for manufacturers’ records requirements for equipment under warranty.
- Financial support via detailed cost analysis.
- Flexible, supported integration with ERP (enterprise resource planning) and financial packages.
- Handheld device support for both connected and disconnected applications.
- 3<sup>rd</sup> party proposer/external contact communication functionality.
- “Lock out/tag out” or “permit to work” functions.
- SaaS or as a hosted solution.
- Utilize Open RESTful API to integrate connection between the different applications used.

The evaluation factors identified above reflect a wide range of considerations. All Proposals will be evaluated using the same criteria.

### 7.2 Proposer Demonstrations

The top three scoring proposers will be awarded an opportunity to provide the library with a demonstration of their product following a demonstration script.

### 7.3 Scoring Matrix

| <b>CRITERIA</b>                                                                                                 | <b>WEIGHT</b> |
|-----------------------------------------------------------------------------------------------------------------|---------------|
| Cost                                                                                                            | 20%           |
| Detailed asset registry                                                                                         | 15%           |
| Managing, planning, and scheduling work                                                                         | 15%           |
| MRO (maintenance, repair, and operating supply) parts cataloging, inventory, procurement, and invoice matching: | 15%           |
| “Fleet” maintenance capabilities                                                                                | 15%           |
| Usability, reporting & analysis                                                                                 | 15%           |
| Qualifications/References                                                                                       | 5%            |
| <b>TOTAL</b>                                                                                                    | <b>100%</b>   |

## 8. TERMS AND CONDITIONS

### 8.1 Minimum Qualifications

The successful proposer will be required to sign a contract with Sno-Isle Libraries. Sno-Isle Libraries will not sign any company’s services agreement, contract, or any other form of agreement. Sno-Isle Libraries reserves the right to extract certain language from a company’s agreement and incorporate it into a Sno-Isle Libraries contract if mutually agreeable to both parties.

The proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

Sno-Isle Libraries reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract agreement.

Sno-Isle Libraries is under no obligation to award this project to the Proposer offering the overall lowest fee or contract terms. Sno-Isle Libraries reserves the right to disqualify proposers based on overall fee and contract terms. Evaluation criteria, included in this document, shall be used in evaluating Proposals.

## **8.2 Qualification of Proposers**

Sno-Isle Libraries reserves the right to investigate Proposers as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Proposers 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 Proposal if evidence submitted by Proposer, or in Sno-Isle Libraries' investigation of Proposer, fails to satisfy Sno-Isle Libraries that the Proposer is properly qualified to meet the obligations of the Contract.

## **8.3 Proposal Award / Award of Contract**

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

- The Contract has been awarded and fully executed by both parties.
- A Purchase Order has been sent by Sno-Isle Libraries and received by Proposer.

## **8.4 Procedure When Only One Proposal Is Received**

If Sno-Isle Libraries receives a single responsive, responsible Proposal, Sno-Isle Libraries shall have the right to conduct a price or cost analysis on such Proposal. The Proposer 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 Proposal. Sno-Isle Libraries reserves the right to reject such Proposal or any portion thereof.

## **8.5 Cost of Proposal**

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

## **8.6 Rejection of Proposals**

Sno-Isle Libraries reserves the right to reject any Proposal for any reason including, but not limited to the following: (1) any Proposal which is incomplete or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; (3) any Proposer whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4) any Proposer which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Proposal for which a Proposer fails or neglects to

complete and submit any qualifications information within the time specified by Sno-Isle Libraries; and (6) any Proposal submitted by a Proposer 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 Proposal, the Proposer waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

### **8.7 Acceptance Period**

Proposals must provide 180 days for acceptance by Sno-Isle Libraries from the Proposal Opening Date.

### **8.8 Most Favorable Terms**

**8.8.1** 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 Proposer can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Proposer for clarification of its Proposal.

**8.8.2** The Apparent Successful Proposer should be prepared to accept this RFP for incorporation into a Contract resulting from this RFP. Contract negotiations may incorporate some or the Proposer'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.

### **8.9 Proprietary Information / Public Disclosure**

All Proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract resulting from this request, if any, is signed by the Executive Director. After a contract is signed, all Proposals received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Proposal that is proprietary must be clearly marked or designated as "confidential" in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

### **8.10 Protest Procedure**

Protests may be made only by Proposers who submitted a response to this solicitation document. The Proposer is allowed two (2) business days to file a protest. Protests must be received by the Procurement 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.

Proposers 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 Proposer under this procurement.

**8.10.1** All protests must be in writing, addressed to the Procurement Specialist, and signed by the protesting party or an authorized Agent. The protest must state the RFP 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.

**8.10.2** 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 RFP document or Sno-Isle Libraries' policy.

**8.10.3** 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' Executive Director or an employee appointed by the Executive 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 Proposer that also submitted a Proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Specialist.

The final determination of the protest as rendered by the Sno-Isle Libraries Executive Director or designee shall:

**8.10.3.1** Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or

**8.10.3.2** 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

**8.10.3.3** 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, and/or
- 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 Proposer. If the protest is

determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

### **8.11 References**

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 Proposal in response to this RFP, the Proposer grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries' perspective, may have pertinent information.

### **8.12 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.

### **8.13 Commercial General Liability Insurance**

Proposer 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 Proposer performing any work under this Contract, Proposer shall provide Sno-Isle with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Proposer's liability policy(cies), naming Sno-Isle Libraries, its officers, employees, and agents as Additional Insureds.

Additionally, the Proposer is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

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

It is understood that the whole of the work under this Contract is to be done at the Proposer's risk and that they have familiarized themselves with the conditions and other contingencies likely to affect the work and has made their Proposal accordingly and that they are 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.

### **8.14 Workers' Compensation Coverage**

All Proposers 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 of contract. This obligation survives final acceptance.

The Proposer will comply at all times 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 Proposer or their employees for services performed under the terms of this Contract.

#### **8.15 Codes and Standards**

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

#### **8.16 Permits & Fees**

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

#### **8.17 Commitment of Funds**

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

#### **8.18 Billing Procedures and Payment**

Sno-Isle Libraries will pay Proposer upon receipt of properly completed invoices (including L&I approved filings and required statutory wording on invoices). A valid W-9 is required before any payment can be issued. 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, Proposer 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 Proposer.

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

#### **8.19 Hold Harmless and Indemnification**

The Proposer 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 Proposer 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 Proposer 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 Proposer and Sno-Isle Libraries, its members, officers, employees, and agents, the Proposer's liability hereunder shall be only to the extent of the Proposer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Proposer'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 Proposer 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, its officers, employees, agents, and volunteers, the Proposer shall pay the same.

### **8.20 Subcontractors**

The Proposer shall, in all its subcontract agreements, ensure that all subcontractors are bound to the Contractor in the same manner that the Proposer 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 Proposer 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 Proposer.

## **9. ATTACHMENTS**

- ATTACHMENT A – CERTIFICATIONS & ASSURANCES FORM