



REQUEST FOR PROPOSAL

FACILITY CONDITION
ASSESSMENT FOR
SNO-ISLE LIBRARIES
BUILDINGS_ BID NO:
2022.10.12

SNO-ISLE LIBRARIES

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1. OVERVIEW AND INTENT

Sno-Isle Libraries recognizes the need to address maintenance and modernization of the various physical facilities used and occupied by the Library District. To determine the extent and urgency of the replacement of any facility systems and/or components, the Library District is seeking Proposals from qualified firms to perform a Facility Condition Assessment for each facility as further outlined in this Request for Proposals (RFP). These services will support the Library District's efforts to work with its municipal facility owners to develop plans for repairs, maintenance, and replacement of component types (roofs, HVAC systems, plumbing and electrical systems, etc.) to help avoid failure.

A Facility Condition Assessment (FCA) is a quantitative technique that can be used to evaluate the remaining life of existing facility components and schedule replacements. Data visualization tools are preferred as part of the delivery to ensure ease of use and understanding while in strategic and budget planning seasons. These efforts will aid the Library District to understand the current state of the condition of the facilities infrastructure and will provide effective tools for partnership with facility owners, continued planning, and prioritization.

Proposals must demonstrate the Contractor's understanding of the requirements described in this RFP, adhering to any specifications as described herein. Once a Contractor is selected, an agreed-upon schedule and contract will be completed. The Contract entered pursuant to this RFP shall remain in effect until completion of the FCA services described in the Contract, final payment thereof, and any applicable warranty period.

2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district serving more than 800,000 people in Snohomish and Island counties through 23 community libraries and its Service Center administrative headquarters, plus mobile and online library services. Sno-Isle Libraries owns nine community libraries and its Service Center in Marysville, Washington. Sno-Isle Libraries leases two commercial retail spaces for demonstration community libraries. Eleven cities within the library district own community library buildings where Sno-Isle Libraries provides services. Friends of the Clinton Library owns the Clinton Library building.

3. PROJECT DESCRIPTION AND SCOPE OF WORK

Sno-Isle Libraries is currently soliciting Proposals to conduct a detailed and thorough FCA for a variety of Library District locations, which will deliver detailed assessment of facility system components, life-cycle analysis, replacement costs and capital planning. The assessment will include 16 buildings at 16 sites that occupy an estimated total of 190,323 square feet, with an option to include an additional 4 buildings totaling an additional 13,781 square feet. Refer to Schedule of Facilities (**Attachment A**) for a complete list of building names, ownership status, approximate ages and gross square footage that will be assessed in the FCA. Sno-Isle Libraries reserves the right to remove specific libraries from FCA consideration if desired due to external circumstances. All libraries included in FCA will be finalized between Contractor and Sno-Isle Libraries by contract signing.

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As part of the FCA, the Contractor will inventory and provide a spreadsheet of all maintainable equipment and systems within each building. The spreadsheet shall at a minimum provide the following information:

- Equipment or component type
- Location
- Function and area served
- Manufacturer
- Model number
- Serial number
- Age of equipment or Date Placed in Service (if available)
- Capacity, if applicable
- Estimated remaining useful life
- Condition
- Replacement Cost

Maintainable equipment includes but is not limited to the following types of items:

- Building and HVAC controls
- Boilers
- Chillers
- Cooling towers
- Ducts
- Lighting
- Package HVAC units
- Major exhaust equipment
- Hot water heaters
- Air handling units and controls
- Commercial overhead doors/sliders
- Security alarm systems and duress equipment
- Compressors/refrigeration
- Fire alarms and pumps
- Pumps
- Electrical service equipment

4. QUALIFICATIONS

The Contractor must have the following qualifications:

- Strong expertise, knowledge and/or experience in facilities infrastructure and requested service(s).
- Strong written, verbal, and interpersonal communication skills.
- Five (5) or more years of related FCA experience at the system and component level.
- Extensive experience working with public-sector organizations.

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5. RFP TIMELINE

October 12, 2022	RFP issued
October 26, 2022	Questions Due by 2:00pm (PST)
October 31, 2022	Addenda Issued (if necessary) by 2:00pm (PST)
November 8, 2022	Proposals due by 2:00pm (PST)
November 14-November 18, 2022	Formal presentations/interviews (if needed)
November 25, 2022	Contract awarded

6. QUESTIONS REGARDING RFP

Questions surrounding this RFP should be submitted via email to Vendorsubmissions@sno-isle.org in accordance with Section 5. **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*). Responses will be distributed to all email addresses related to this RFP. Responses will be provided via addenda by **2:00pm PDT, October 31, 2022.**

7. PROPOSAL

7.1 Proposal Contents

Sno-Isle Libraries is looking for succinct answers with relevant information.

7.1.1 Cover Letter

Please include the following:

- (1) Summary of Contractor's background, experience, and statement of interest;
- (2) The identification of the Contractor, including name, address, email address and telephone number;
- (3) The name, title, address, email, and telephone number of contact person during period of Proposal evaluation; and
- (4) The signature of a person authorized to bind Contractor to the terms of this Proposal.

7.1.2 Submittal Requirements

To standardize responses and simplify comparison and evaluation of responses, all Proposals must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the Proposal under a single cover. Minimum font size shall be eleven (11) point.

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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.

Responses to this RFP must include the following:

- Page limit not to exceed 20 pages double sided, or 40 pages single sided. Not included in this count are the cover page, table of contents, and required exhibits.
- A cover letter/statement of interest indicating the Contractor's interest in offering these services.
- Table of Contents.
- Executive Summary: A one-page high-level overview of the solution being proposed.
- Qualification/Experience: Describe your company and team's experience and relevance executing facility condition assessments.
- Licensing and Certification: List any professional certifications, registrations, and licenses pertaining to this work. Provide a narrative which shows your firm's understanding of the project's requirements.
- Describe how your firm intends to manage all aspects of the work to be performed.
- Provide a fee schedule for services outlined in the scope.
- References/Contact: A list of five (5) references (including contact name and telephone number) that you have completed recent projects with.
- Supply the following Exhibits from your past work:
 - Exhibit 1: Condition assessment sample reports and visualization tools.
 - Exhibit 2: Sample asset survey of major facility systems.

7.1.2.1 Signed Certifications and Assurances

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

7.1.2.2 Signed Statement of Contractor Information

Sign and submit the Statement of Contractor Information (**Attachment C**) as part of your Proposal. This form must be completed and submitted with the Proposal to comply with RCW 39.04.350.

7.2 Submitting a Proposal

7.2.1 Proposals may be submitted via email, 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 submitter. The format may be a Word or PDF document.

7.2.2 Emailed Proposals should be sent to Vendorsubmissions@sno-isle.org

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7.2.3 If the Proposal is mailed/delivered, it shall be delivered to Sno-Isle Libraries' Service Center, which is located at 7312 35th Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist – RFP PROPOSAL.

The deadline for submission/receipt is **2:00pm (PST), November 8, 2022**.

Failure to comply with the instructions contained in this section may result in a Contractor's Proposal being deemed non-responsive and disqualified. The requirements included are grouped by subject matter but are not listed by importance. Contractors are encouraged to read all requirements prior to preparing a Proposal.

7.3 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." Any addenda issued will require acknowledgment of receipt of addenda as part of the Proposal submission.

Any Proposals submitted past the due date and time will not be considered.

7.4 Evaluation Procedures

Proposers are encouraged to be creative in responding to this RFP, proposing alternatives in addition to a traditional service delivery model. Qualifications will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Proposal's qualifications and how well the Proposal meets the needs of the Library District. In evaluating the Proposals, the Library District will be using a criteria evaluation process. The Library District will consider price but is not required to select the lowest cost provider. The Library District reserves the right to select the Proposal that is deemed to be in the best interest of the library.

7.5 Evaluation Criteria

Qualifications of Proposals will be evaluated by the Library Selection Committee based upon the responsiveness of the Proposals to this RFP, which may be weighted by the Library District in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Contractors based on an evaluation of the Proposals. All Proposals will be evaluated using the criteria listed below:

- Company Background/Experience: Condition assessment experience in a public-owned setting – 10 Pts
- Data Visualization: FCA data visualization presentation, flexibility, and ease of use – 15 Pts
- Approach/Methodology: Narrative showing understanding and approach to the project – 30 Pts
- Exhibits: Samples of the applicable exhibits (1 and 2) that show information requested in Section 7.1.2 – 15 Pts
- Fee Schedule – 30 Pts

The Library District reserves the right to reject any and all Proposals and to determine which Proposal is, in the best judgment of Library District, the most responsive Proposal based upon Library District needs.

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8. DELIVERABLES AND ASSESSMENT PROCESS

8.1 Deliverables

The following is meant to provide details on deliverables that the selected Contractor will provide on each FCA assignment. All condition assessments will include an unbound deliverable containing:

- Narrative report with description of systems and corresponding conditions. Digital photos of key components and deficiencies integrated into the narrative.
- 7-year annual cost summary with recommended project prioritizations.
- 30-year capital reserve table with systems and component replacement costs and dates.
- Visualization tools for scenario modeling and reporting.

8.1.1 Facility Condition Assessment

The condition assessment for each selected Library District building or facility is meant to capture information of all major facility systems to the individual component level, including all components considered capital repair items. This includes HVAC, roofing, electrical, fire/life safety, plumbing, vertical transportation systems, facility envelope, ADA compliance, structural systems, shelving, furnishings, flooring, doors and hardware, surveillance systems, and site paving/grounds. The selected Contractor is expected to collect, document, and analyze the facility assessment data to achieve the following:

- At the start of each facility assessment, review existing construction and as-built drawings, user manuals and maps.
- At the start of each facility assessment, interview facility owner/operator and staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems. If the facility is not owned by Library District, Library District's Facilities Department will coordinate the interview with the facility ownership, such as the city.
- Inventory all major facility equipment including quantity, size, asset tag number, manufacturer, model, and serial number.
- Identify deficient conditions in terms of deferred maintenance and facility condition.
- Measure each site location's square footage, including library-only spaces and shared facility spaces.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- Provide individual cost tables and digital photographs to document the deficient conditions at each property.

Based on observations and information obtained from available on-site personnel, the selected Contractor will visually inspect all facilities and properties. Specifically, the assessment will focus on the following components:

- Heating System: Identify boilers, furnaces, and major labeled equipment.

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- Ventilation System: Identify the ventilation systems at the property and assess its overall condition.
- Air Conditioning System: Identify the material air-conditioning components, including cooling towers, chillers, condensing units and major labeled equipment.
- Roofing System: Identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe evidence of material repairs, significant ponding, or evidence of material roof leaks.
- Electrical System: Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators, uninterruptable power supplies, and main distribution panels. Excluded are step down transformers.
- Lighting: Identify all lighting systems. Observation and evaluation will include all room and task/specialty lighting system types, controls, fixtures, and lamps.
- Fire/Life/Safety (e.g., fire panels).
- Plumbing: Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems.
- Facility Envelope: Identify the material elements of the facility exterior, to include walls, doors, windows, and fire escapes. This will also include the facade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantagepoints.
- ADA Compliance.
- Structural Components: Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaken.
- Shelving, Furnishings, and Flooring: Evaluate the condition of built-in and stand-alone shelving systems, furnishings, and floor coverings throughout each location.
- Doors and Hardware: Evaluate the condition of all exterior and interior doors, gates, rollup door systems, and garage doors to include structural integrity of framing, hardware condition, and general functionality.
- Site Paving and Grounds: Observe and evaluate the site paving and/or components including parking surfaces, pavement, curbs, drains, sidewalks, landscaping, and irrigation systems.

8.2 Facility Assessment Evaluation

At the conclusion of each assessment, the selected Contractor will prepare FCA reports as described below that include:

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- A general description of the property and improvements and general comments on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for “immediate” and “capital repair” costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. Contractor shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff and/or facility owners.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A Facility Condition Index number (FCI) for each facility.
- A 7-year annual cost breakdown with recommendations for project prioritizations.
- A thirty (30) year capital plan with an executive summary with graphic presentation of results to provide a quick, “user-friendly” summary of the property’s observed condition and estimated costs assigned by category.
- Location information and map that describes assessment site.
- Square-Footage measurement of each location including library-only and shared facility spaces.

8.3 Cost Estimating

Each Library District location or facility FCA report will include an estimated cost for each system or component repair, or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated capital needs analysis will be presented that includes all anticipated capital needs for all facilities.

The selected Contractor will use the Unifomat system and the RS Means model for cost estimating to project costs based on local conditions to increase accuracy to better reflect the local market.

9. TERMS AND CONDITIONS

9.1 Qualification of Contractors

Sno-Isle Libraries reserves the right to investigate Contractors as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Contractors 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 Contractor, or in Sno-Isle Libraries’ investigation of the Contractor, fails to satisfy Sno-Isle Libraries that the Contractor is properly qualified to meet the obligations of the Contract.

9.2 Minority and Women Owned Business Participation

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In accordance with Chapter 39.19 of the Revised Code of Washington (RCW), Sno-Isle Libraries encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

9.3 Proposal Award / Award of Contract

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

- The Contract has been awarded and fully executed by both parties.
- A Certification of Insurance, with Sno-Isle Libraries and all related locations named as additional Insureds, has been received by the Procurement Specialist.
- A Purchase Order for the project has been sent by Sno-Isle Libraries and received by Contractor.

9.4 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 Contractor 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.

9.5 Cost of Proposal

Sno-Isle Libraries will not be liable for any costs incurred by the Contractor 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.

9.6 Rejections 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 Contractor whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4) any Contractor which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Proposal for which a Contractor 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 Contractor 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 evaluation of its Proposal, the Contractor waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Proposals.

9.7 Acceptance Period

Proposals must provide 60 days for acceptance by Sno-Isle Libraries from the Proposal opening date.

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9.8 Most Favorable Terms

- 9.8.1** 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 Contractor can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Contractor for clarification of its Proposal.
- 9.8.2** The apparent successful Contractor should be prepared to accept this RFP for incorporation into a Contract resulting from this RFP. Contract negotiations may incorporate some or all of the Contractor's 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.

9.9 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 or their designee. After a Contract is signed, all Proposals received shall be deemed public records as defined in RCW Chapter 42.56. 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.

9.10 Protest Procedure

Protests may be made only by Contractors who submitted a response to this solicitation document. The Contractor is allowed two (2) business days to file a protest. Protests must be received by the Procurement Specialist (Purchasing@sno-isle.org) 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.

Contractors 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 Contractor under this procurement.

- 9.10.1** 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.
- 9.10.2** 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;

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- Non-compliance with procedures described in the RFP document or Sno-Isle Libraries' policy.

9.10.3 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 Contractor that also submitted a Proposal, such Contractor 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:

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

9.10.3.2 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

9.10.3.3 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,
- 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 Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

9.11 References

List names, addresses, telephone numbers and e-mail addresses, and local building locations of the services provided of five (5) business references for whom work has been accomplished and briefly describe the type of service provided. Do not include Sno-Isle Libraries or library staff (current or former) as references. By submitting a Proposal in response to this RFP, the Contractor grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries' perspective, may have pertinent information. Sno-Isle Libraries may have the option for a site visit as part of the reference check.

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9.12 Responses Become Property of Sno-Isle Libraries

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

9.13 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(cies), naming Sno-Isle Libraries, 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 the Contractor has familiarized self with the conditions and other contingencies likely to affect the work and has made the Proposal accordingly, and that the Contractor 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.

9.14 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 of Contract. 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.

9.15 Codes and Standards

Contractor 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. If Contractor does not meet the scope of the project, Sno-Isle Libraries reserves the right to terminate the Contract and rebid the work.

9.16 Permits & Fees

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

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9.17 Commitment of Funds

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

9.18 Billing Procedures and Payment

Sno-Isle Libraries will pay the Contractor upon receipt of properly completed 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 any fees. To receive reimbursement, the Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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.

9.19 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, its officers, employees, agents and volunteers, the Contractor shall pay the same.

9.20 Subcontractors

The Contractor shall, in all its subcontract agreements, ensure that all subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Sno-Isle

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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.

10. ATTACHMENTS

Attachment A: Schedule of Facilities

Attachment B: Certifications and Assurances

Attachment C: Statement of Contractor Information

Attachment D: Sample Contract Agreement