



# INVITATION TO BID

HVAC MAINTENANCE UNIT  
PRICE CONTRACT | BID NO.  
2023.01.11

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## SECTION 1 SUMMARY OF SCOPE

### 1.1 Timeline

January 11, 2023	BID SOLICITATION ISSUED
January 17, 2023	PRE-PREPOSAL MEETING AT 10:00AM (Pacific local time) <b>Meeting to be held via Microsoft Teams. Interested Contractors please contact Facilities Department (<a href="mailto:Facilities@sno-isle.org">Facilities@sno-isle.org</a>) to obtain a link to the meeting.</b>
January 23, 2023	QUESTIONS DUE BY 12:00PM (Pacific local time)
January 27, 2023	ADDENDA ISSUED (if necessary) BY 5:00PM (Pacific local time)
February 3, 2023	BIDS DUE BY 2:00PM (Pacific local time)
February 3, 2023	BID OPENING AT 2:30PM (Pacific local time) <b>Bid Opening to be held via Microsoft Teams. Interested Contractors please contact the Purchasing Department (<a href="mailto:Purchasing@sno-isle.org">Purchasing@sno-isle.org</a>) to obtain a link to the meeting.</b>
Week of February 6, 2023	CONTRACT AWARDED

### 1.2 Scope of Work

Sno-Isle Libraries is seeking professional services from a qualified service provider of mechanical systems maintenance, repair of mechanical systems, and related services at twelve (12) Sno-Isle Libraries' facilities on a contracted Unit Price basis. **See Attachment 8.1 – Scope of Work-2023 HVAC Maintenance UPC for the full scope of work.**

The successful Contractor is to provide labor, materials, equipment, and supervision as necessary to successfully perform this contract. Sno-Isle Libraries will award to gain coverage for both Snohomish and Island counties. Contractors may submit for either county or both. Request for quotes under this Bid will be on an "as needed" basis. This contract may be used for emergency work, service work and scheduled projects. Emergency response may be required in order to maintain the progress of work during other project(s) due to prioritization, or if Sno-Isle Libraries deems there to be a danger to patrons, staff, or buildings, and/or to expedite occupancy of the premises.

## SECTION 2 COMPANY SUMMARY

### 2.1 Summary of Sno-Isle Libraries

Sno-Isle Libraries is a two-county public library district serving more than 800,000 people in Snohomish and Island counties through twenty-three (23) community

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libraries, mobile, and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

## SECTION 3 SOLICITATION REQUIREMENTS

### 3.1 Bid Form Instructions

3.1.1 Bids shall be made using the Bid Forms provided by Sno-Isle Libraries (**see Section 8 Attachments**) and shall be signed by the Contractor or Contractor's authorized representative.

3.1.2 Bid prices shall include allowance for federal, state, and local taxes, except as otherwise provided for. The resulting contract shall be firm. Prices quoted must be valid for a minimum period of sixty (60) days from the date of the Bid opening in order to have time to evaluate and award the contract. Price increases will not be accepted after submission of Bid proposal or after orders are placed. Contractors are expected to understand the terms of this Bid.

### 3.1.3 Labor

#### 3.1.3.1

Contractor must provide on the job site, as needed, at least one licensed journeyman level technician. If refrigeration work is required, at least one journeyman with refrigeration universal EPA 608 certification shall be on site.

See Section 2 in the Scope of Work-2023 HVAC Maintenance UPC (**Attachment 8.1**) for additional Contractor staff qualifications.

3.1.3.1.1 Include labor rates for after-hours work.

### 3.1.4 Pricing Requirements

3.1.4.1 All hourly rates shall remain firm through each year from award date.

3.1.4.2 Hourly rate adjustments from the Contractor for any/all items may be considered each year, including changes in prevailing wage rates. The request is subject to approval by Sno-Isle Libraries. The request must be submitted in writing at least sixty (60) days prior to the end of the contract's expiration. It is the Contractor's responsibility to submit a letter requesting price changes on time, as well as documentation from the manufacturer to support the change.

3.1.4.3 The price on the Bid form for that element of work shall include everything necessary for the examination and completion of the work in accordance with the contract documents including, but not

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limited to, furnishing all required materials, equipment, tools, transportation of Sno-Isle Libraries' furnished materials and all management, superintendence, labor, and services, except as may be otherwise provided in the contract documents.

3.1.4.4 For unit price Bids, a price shall be submitted for each unit of work and potential work units and, if requested, the total Bid for all units of work. Unit prices must be rounded off to no more than two decimal places.

3.1.4.5 Estimated quantities, if any, set forth on the Bid form are estimates only, being given only as a basis for the comparison of Bids, and Sno-Isle Libraries does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. Sno-Isle Libraries reserves the right to increase or decrease the amount of any class or portion of the designated work and to make changes in the work as Sno-Isle Libraries may deem necessary or appropriate.

See Section 1.8 in the Scope of Work-2023 HVAC Maintenance UPC (**Attachment 8.1**) for additional pricing qualifications.

## 3.1.5 Permits & Fees

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

Sno-Isle Libraries shall furnish all surveys and testing unless otherwise specified.

## 3.1.6 Inspection of site conditions

Site visits will not be made after regular working hours, on Sundays, library holidays, or legal holidays, unless previously agreed to by the Facilities Department.

## 3.2 **Standard of Quality of Materials / Substitutions**

3.2.1 Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. Sno-Isle Libraries retains the right to determine if the items are equivalent and will be accepted. The awarded Contractor(s) will comply with the true intent of the specifications and not take advantage of any unintentional error or omission so as to complete the true intent of the specifications. Materials and workmanship are to be in accordance with laws, ordinances, building codes, underwriter's code, American Society of Mechanical Engineers (A.S.M.E.) regulations, or similar expressions, and shall be taken as the minimum requirements of these specifications. If a higher-grade specification is requested and not in conflict with regulations, etc., the specification shall govern. If conflict

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should arise, contact the Facilities Department for a decision before proceeding with any work.

3.2.1.1 It will be the responsibility of the Contractor to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission, or when the substitution is necessary, whichever is later.

3.2.1.2 Any deviation from outlined specifications must be approved by Sno-Isle Libraries in advance to include any additional costs involved. All defective, sub-par or unapproved deviations must be repaired or replaced by the awarded Contractor, including labor.

### 3.3 Bidder Qualifications & Supplemental Bidder Responsibility Criteria

Contractors must comply with the requirements of Bidder Responsibility Criteria as set forth in RCW 39.04.350 and RCW 39.06.02 and must be regularly engaged in providing the services proposed.

A qualified Contractor shall be defined to mean:

- One which has provided such services for a minimum of three (3) years;
- Experience with jobs with similar project scopes;
- Experience managing and administrating contracts that require Washington State Prevailing Wage rates;
- Is in good standing with the Department of Labor & Industries and Department of Revenue;
- Complies with the criteria and requirements in the Certifications & Assurances (**Attachment 8.2**).

3.3.1 It is the intent of Sno-Isle Libraries to award a contract to the lowest responsible Bidder. The Contractor may be required by Sno-Isle Libraries to submit documentation demonstrating compliance with the criteria.

3.3.2 Additional Bidder qualifications for this ITB are as follows:

3.3.2.1 Contractor must have at least three (3) years of successful contracting experience in the heating, ventilation, air conditioning and refrigeration (HVAC-R) installation, maintenance, and repair field. Contractor shall have been in business under the present company name for a minimum of three (3) years and shall not have been declared in default on any construction contract within that time. Contractor's dispatching office shall be within a 65-mile radius of Sno-Isle Libraries' Service Center (7312 35th Ave NE, Marysville, WA 98271).

3.3.2.2 Contractor must submit at least one (1) copy of a personnel's universal refrigerant card (EPA 608 card). Contractor's personnel will be licensed, and hold permits as required by all federal, state, and local jurisdictions.

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- 3.3.3 Sno-Isle Libraries reserves the right to investigate the qualifications of any Contractor, including but not limited to, contacting any reference or any financial institution to verify that the Contractor is qualified to successfully complete the work.
- 3.3.4 In order to verify that the Contractor has adequately incorporated all elements of the work and the requirements of the solicitation documents in its Bid prices, the Contractor will make available upon request, for Sno-Isle Libraries review, a complete itemization of its Bid, and clearly define all phases of its work.
- 3.3.5 As evidence that the Contractor meets the Bidder responsibility criteria, the apparent low Bidder must submit any requested documentation to Sno-Isle Libraries within 48 hours of the Bid submittal deadline. In the interest of meeting the project's schedule, Sno-Isle Libraries may request that the next lowest Bidder(s) also submit documentation.
- 3.3.6 In the event Contractor fails to supply the supplemental information requested concerning responsibility within the time and manner specified, Sno-Isle Libraries may base its determination of responsibility on any available information related to the Bidder responsibility criteria or may find the Contractor not responsible. Sno-Isle Libraries reserves the right to request such documentation from other Bidders as well.
- 3.3.7 Sno-Isle Libraries may request and/or conduct reference checks for the Contractor whose Bid is under consideration for award or any and all of the other Contractors who submitted a Bid. In the event that information obtained from the reference checks:
  - 1. Reveals that the Contractor does not meet the Bidder responsibility criteria as defined in the Certifications and Assurances; or
  - 2. Indicates concerns about the Contractor's performance on projects identified as meeting the Bidder responsibility criteria, which may include, but not be limited to the quality of construction, the Contractor's management of subcontractors, timeliness of required submittals, and safety record on the project; or
  - 3. Indicates other concerns about the Contractor's ability to successfully perform the work, Sno-Isle Libraries may determine that the Contractor is not a responsible Bidder. Prior to making such a determination that a Contractor is not responsible based on information received through reference checks, Sno-Isle Libraries will discuss with the Contractor the information obtained from the references and provide the Contractor with the opportunity to offer explanations that may help inform whether Sno-Isle Libraries declares the Contractor not responsible.

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In conducting reference checks, Sno-Isle Libraries is not to be considered as a reference if the Contractor has previously performed work for Sno-Isle Libraries' system.

- 3.3.8 Bid packages from other than qualified and responsible Contractors will be rejected as non-responsive. If Sno-Isle Libraries determines the Contractor does not meet the Bidder responsibility criteria and is therefore not a responsible Contractor, Sno-Isle Libraries shall notify the Contractor in writing with the reasons for its determination. If the Contractor disagrees with this determination, it may appeal the determination within two (2) business days of receipt of Sno-Isle Libraries' determination by presenting additional information to Sno-Isle Libraries. Sno-Isle Libraries will consider the additional information before issuing its final determination. If the final determination affirms that the Contractor is not responsible, Sno-Isle Libraries will not execute a contract with any other Bidder until two (2) business days after the Contractor determined to be not responsible has received the final determination.
- 3.3.9 Sno-Isle Libraries may award the contract to the next lowest Bidder who meets the Bidder responsibility criteria and whose reference checks validate the ability of the Contractor to successfully perform the work.

## 3.4 Warranties & Repairs

- 3.4.1 The awarded Contractor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, or longer, in accordance with industry standards and complying with Sno-Isle Libraries' work requirements. The awarded Contractor will furnish all manufacturer warranty information on equipment, supplies, parts, and materials installed. These repairs, replacements, or adjustments shall be made only at such times as will be designated by Sno-Isle Libraries to minimize the disruption to building operations.

## 3.5 Damages / Responsibilities for Items Tendered

- 3.5.1 The Contractor will be held responsible for and shall be required to make good at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- 3.5.2 The Contractor will be responsible for the items covered by the contract until they are delivered and/or installed/assembled at the designated place of delivery.

## SECTION 4 PROJECT SCHEDULE AND TERMS

### 4.1 Contract Period

The initial contract term shall be effective for one (1) year as stated on the period of performance terms in the contract. The contract may be extended for one (1)



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additional one-year term at the discretion of Sno-Isle Libraries with all terms and conditions of the original contract remaining unchanged.

The awarded Contractor will furnish all manufacturer warranty information on equipment, supplies, parts, and materials installed.

## 4.2 Hours of Work & Emergency Response

### 4.2.1 Hours of Work

Sno-Isle Libraries requires Contractor to be available within 24 hours of initial notification by Sno-Isle Libraries. Contractor may be required to work hours other than those associated with the normal eight-hour workday. Refer to Section 1.7 in the Scope of Work-2023 HVAC Maintenance UPC (**Attachment 8.1**) for additional qualifications.

### 4.2.2 Emergencies

Sno-Isle Libraries requires Contractor to be available within two (2) hours of notification of issue by Sno-Isle Libraries. Refer to Section 1.7 in Scope of Work-2023 HVAC Maintenance UPC (**Attachment 8.1**) for additional qualifications.

## SECTION 5 BUDGET REQUIREMENTS

### 5.1 Project Budget

The budget for this contract is not to exceed \$349,999 (*including sales tax and any administrative fees*) for the duration of the entire contract period (e.g., up to two years).

## SECTION 6 UNIQUE CONSIDERATIONS

### 6.1 Safety Data Sheets

Safety Data Sheets (SDS) are required and shall be submitted to the Facilities Department for all items that comprise a project awarded to the Contractor per Washington Administrative Code (WAC) 296-901-14004, if applicable, to [Facilities@sno-isle.org](mailto:Facilities@sno-isle.org).

## SECTION 7 ADMINISTRATIVE TERMS & CONDITIONS

### 7.1 Solicitation Terms & Conditions

#### 7.1.1 Examination of Solicitation Documents

7.1.1.1 At the time of award, the winning Contractor will be required to join Sno-Isle Libraries' Small Works Roster. This Roster is maintained

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by the Municipal Research & Services Center (MRSC – <https://mrscrosters.org/>). Contractors are expected to maintain annual registration on Sno-Isle Libraries' MRSC Roster to be eligible for small public works projects.

## 7.1.1.2 Minority, Women, and Veteran Owned Business Participation

In accordance with Chapter 39.19 RCW, Sno-Isle Libraries encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises. Sno-Isle Libraries utilizes the Washington State directory from the Office of Minority and Women's Business Enterprises (Directory of Certified Businesses | Office of Minority and Women's Business Enterprises (wa.gov)) and the Department of Veterans Affairs (Veteran Owned Businesses | WDVA (wa.gov)) to verify that businesses are eligible for preference in the Bidding process. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

7.1.1.3 The Contractor shall examine the Bid documents and any other data made available to the Contractor relating to the work and shall comply with all instructions and provisions. The Contractor shall promptly notify Sno-Isle Libraries of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Bid documents and any other data made available to the Contractor relating to the work. The submission of a Bid shall constitute an acknowledgement upon which Sno-Isle Libraries may rely that the Contractor has thoroughly examined and is familiar with the Bid documents and has reviewed all applicable federal, state, and local statutes, regulations, ordinances, and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the work.

7.1.1.4 If the Contractor elects to review or download Bid documents electronically from websites, it is the Contractor's responsibility to ensure that all documents are complete and that all addenda have been reviewed prior to submission of a Bid.

## 7.1.2 Clarification of Solicitation Documents

7.1.2.1 Requests for interpretation or reports of ambiguities shall be made in writing and emailed to [Vendorsubmissions@sno-isle.org](mailto:Vendorsubmissions@sno-isle.org) per the timeline in **Section 1.1** above. No telephone questions will be accepted or answered. Clarifications, interpretations, or supplemental instructions which change the scope of work and/or schedule described in the Bid documents, will be issued only in the form of written addenda. Addenda will be issued per the timeline in **Section 1.1** above, if necessary. Responses will be provided via email and/or posted on Sno-Isle Libraries' website: (<https://www.sno-isle.org/vendors/?pg=project-Bids>).

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7.1.2.2 All addenda shall become part of the Bid documents and any subsequently awarded contract.

7.1.2.3 Each Contractor shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, Sno-Isle Libraries reserves the right to deem the Bid as non-responsive.

## 7.1.3 Bid Submittal

7.1.3.1 The Bid and all other documents required to be submitted with the Bid shall be enclosed in a sealed envelope marked "Bid submittal by" followed by the name and address of the Contractor, the designated project name, and the date and time for the opening of Bids.

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

7.1.3.3 If the Bid is delivered, it shall be delivered to Sno-Isle Libraries' Service Center, which is located at 7312 -35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist.

7.1.3.4 No Bid shall be considered which has not been received at Sno-Isle Libraries' Service Center before the Bid submittal deadline specified in the Timeline (**Section 1.1**). Contractor shall assume full responsibility for timely delivery of its Bid at the specified location.

7.1.3.5 Oral, telephonic, telefaxed, electronic, or telegraphic Bids are invalid and will not receive consideration.

## 7.1.4 Contractor's Name & Signature

The Statement of Contractor Information (**Attachment 8.3**) shall include the legal name and Contractor registration number of the Contractor and other Contractor information. The Statement of Contractor Information shall be signed by a person legally authorized to bind the Contractor to a contract and shall indicate the Contractor's address.

### 7.1.4.1 Subcontractors

Use of subcontractors should be disclosed during the Bid process or at the time a subcontractor is engaged to perform work included in this Bid document. Contractors must provide a list of subcontractors to be approved by Sno-Isle Libraries' Procurement Specialist.

## 7.1.5 Modification or Withdrawal of Bid

7.1.5.1 A Contractor 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.

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Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Bid.

7.1.5.2 No Contractor 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.

## 7.1.6 Bid Opening

7.1.6.1 Unless stated, all Bids which have been properly identified and received will be publicly opened and the prices read aloud. No evaluation of the Bids will be made at that time except for the announcement of the apparent low Bidder.

7.1.6.2 Public Bid openings will be performed via Zoom, Microsoft Teams or another specified video communication as included in **Section 1.1**.

## 7.1.7 Bid Validity

All Bids submitted shall be valid and binding on the Contractor for a period of sixty (60) days following the Bid submittal deadline.

## 7.1.8 Evaluation Criteria

Evaluation of Bids will be to determine the lowest responsible Contractor submitting a responsive Bid and meeting the Bid requirements below.

### 7.1.8.1 ITB Scoring Matrix

<b>BID QUALIFICATIONS MATRIX</b>	<b>MAXIMUM POINTS</b>
<b>Attachment 8.2</b>	
Certifications and Assurances	5
<b>Attachment 8.3</b>	
Statement of Contractor Information	5
<b>Price Proposal Form– Attachment 8.6</b>	
Master Certified Technician	5
Journeyman Technician	5
WA Apprentice Technician	5
Material Mark Up	5
Rental Equipment Mark Up	5

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Hours of Operations – day shift must meet 8 hours	5
Offers after hours emergency service	5
<b>Attachment 8.8</b>	
Sample Project to Award HVAC Maintenance UPC ITB	5
Minority, Women, and Veteran Owned Business Participation per Section 7.1.1.2	5
<b>Total Points</b>	<b>55</b>

## 7.1.8.2 Bid Evaluation

The evaluation and selection of a Contractor will be based on the information submitted in the Bid. Award will be made to a responsible Contractor with the lowest responsible Bid that also meets supplemental criteria requirements. Evaluation of Bids and determination of Contractor’s responsibility shall be based on the criteria referenced in Section 7.1.8.1 – ITB Scoring Matrix.

## 7.1.9 Verification of Bid Prices

Prices set forth in the Bid will be reviewed by Sno-Isle Libraries for mathematical accuracy. Sno-Isle Libraries reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a Bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the Bid items for evaluation and award purposes.

## 7.1.10 Claim of Error

A Contractor claiming error in its Bid must submit supporting evidence including cost breakdown sheets within 24 hours of Bid opening and provide any other supporting documentation requested by Sno-Isle Libraries.

## 7.1.11 Single Bid Received

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

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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.

## 7.1.12 Waiver of Minor Administrative Irregularities

Sno-Isle Libraries reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Bid. Such decision shall be included in the resulting contract document.

## 7.1.13 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;

In consideration for Sno-Isle Libraries review and evaluations of its Bid, the Contractor 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 Contractors in the preparation and presentation of Bids submitted in response to this Bid solicitation.

## 7.1.14 Rights of Sno-Isle Libraries

Sno-Isle Libraries reserves the right to accept the Bid of the lowest responsive, responsible Bidder, to reject any or all Bids, republish the Advertisement for Bids, revise, or cancel the work to be performed, or to do the work otherwise, if in the judgment of Sno-Isle Libraries, the best interests of Sno-Isle Libraries is served thereby.

## 7.1.15 Notice of Award

7.1.15.1 The acceptance of a Bid will be evidenced by a written notice of award delivered to the Contractor whose Bid is accepted.

7.1.15.2 Within 10 days after issuance of the notice of award, the successful Contractor will be required to sign an agreement 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 Sno-Isle Libraries' contract, if mutually agreeable to both parties. The signed agreement shall be returned to the Procurement Specialist, along with the certificate of insurance with endorsements as required by the contract documents or **Section 7.2.1** below.

7.1.15.3 The Contractor shall not commence physical modification of the work site until Sno-Isle Libraries has issued its notice of award, notice to proceed, or purchase order, and Sno-Isle Libraries has

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received the executed agreement form and certificate of insurance meeting the requirements of the contract documents.

## 7.1.16 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 no later than 8:00am on the third business day following the notification of intent to award a contract. Protests may be submitted by email 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 Contractors under this procurement.

7.1.16.1 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 Bid solicitation name/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.

7.1.16.2 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 Bid solicitation document or Sno-Isle Libraries' policy.

7.1.16.3 Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if it addresses 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

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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 Sno-Isle Libraries' Executive Director or employee appointed by the Executive Director shall:

1. Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or
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
3. Find merit in the protest and provide Sno-Isle Libraries options which may include:
  - Correct the errors and re-evaluate all proposals; 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 Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## 7.1.17 Proprietary Information / Public Disclosure

All Bids 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 proper authorizing figure. Selection or rejection of a response does not affect this right. After a contract is signed, all Bids received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Bid 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.

## 7.1.18 Extension of Time

If the agreement is not executed or not submitted to Sno-Isle Libraries within the time required and, in Sno-Isle Libraries discretion, circumstances warrant an extension of time, it may extend the time for execution of the agreement or for furnishing insurance certificates for a period not to exceed 10 additional days.

## 7.1.19 Cancellation of Award

Sno-Isle Libraries reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without liability to Sno-Isle Libraries.



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## 7.1.20 Solicitation Document Interpretation

The intent of the Bid documents is to prescribe a completed work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation for the cost of furnishing the foregoing and for full performance of the Bid shall be considered as included in the Bid sum.

## 7.1.21 Safety & Employee Conduct

The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building, and construction codes, and the safety regulations set forth in "Safety Standards for Construction", WAC 296-155, and "General Safety Standards", WAC 296-24, issued by the Washington State Department of Labor and Industries.

The Contractor shall maintain good order among its employees/subcontractors and shall not permit employment of those unskilled in the tasks assigned to them. Sno-Isle Libraries reserves the right to direct the Contractor to remove from the project site any employee/subcontractor of the Contractor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions for a duration stipulated by and at no additional cost to Sno-Isle Libraries.

Contractor is required to adhere to all local, state, and federal regulations, ordinances, and laws, including the Occupational Safety and Health Administration (OSHA), local safety agencies and Sno-Isle Libraries' safety requirements.

## 7.1.22 Hazardous Materials

This contract requires the exchange of hazardous materials information to prevent injury or illness to Sno-Isle Libraries' or Contractor personnel, to comply with Washington Industrial Safety and Health Act (WISHA) and all applicable laws and regulations. The awarded Contractor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Washington Occupational Safety and Health Law.

7.1.23 Should the Contractor become aware of or suspect the presence of hazardous materials (i.e., asbestos, lead paint, etc.), the Contractor shall immediately stop work in the affected area and notify Sno-Isle Libraries' Facilities Department. Sno-Isle Libraries will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Contractor shall be required to resume performance of the work or any Sno-Isle Libraries' requested work in the affected areas only in the absence of hazardous materials or when the affected area has been rendered harmless. In addition, the Contractor may not introduce new hazardous materials into the site.

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## 7.2 General Terms & Conditions

### 7.2.1 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 (COI) that insurance is in force, and a copy shall be forwarded to Sno-Isle Libraries within 10 days of the contract effective date. All subcontractors are required to comply with these insurance requirements unless the Contractor includes subcontractors under Contractor's insurance coverage.

#### 7.2.1.1 *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 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, 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 they have familiarized themselves with the conditions and other contingencies likely to affect the work and has made their Bid 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.

#### 7.2.1.2 *Worker's Compensation Coverage*

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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 may result in termination of the Contractor. 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, their employees or subcontractors for services performed under the terms of this contract.

## 7.2.1.3 *Insurance Coverage*

In addition to the industrial insurance requirements above, the following insurance requirements are required for Contractors and any subcontractors if funding for project includes any Washington State or Federal grant funds.

### Fidelity Insurance

Every officer, director, employee, or agent who is authorized to act on the behalf of the Contractor for the purpose of receiving or depositing funds into accounts or issuing financial documents, checks or other instruments of payment for project costs shall be insured to provide protection against loss pursuant to this Agreement. The amount shall be \$2,000,000 or the highest planned reimbursement for the project period, whichever is lower. Fidelity insurance secured should name the State or Federal entity contributing funds to the project as the beneficiary.

Contractors or subcontractor(s) that receive \$10,000 or more per year of State or Federal project funds shall secure fidelity insurance as listed above. Fidelity insurance secured by the Contractor or subcontractor(s) pursuant to this paragraph shall name Sno-Isle Libraries and Sno-Isle Libraries' fiscal agent as beneficiary.

### Automobile Insurance

In the event the project is funded by State or Federal funds and involves the use of vehicles owned or operated by the Contractor or subcontractor(s), automobile insurance is required for the minimum amount of \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

## 7.2.3 Commitment of Funds

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

## 7.2.4 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 for each contract term.

Contractor is cautioned to take into consideration all statutory legal requirements, particularly the payment of prevailing wages, reporting requirements for the use of subcontractors, 5% Retainage Bond and 100% Payment/Performance Bond costs, notice of completion requirements, and sales tax implications in submitting a Bid.

The current prevailing wage rates for all public works classifications for Snohomish and Island Counties are included as **Attachment 8.9** to this document.

To be considered for award, the business must have completed or be “exempt” from the new Department of Labor & Industries Prevailing Wage required training effective July 1, 2019.

Finally, this statement must be included on all invoices:

**“We certify prevailing wages were paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency.”**

## 7.2.5 Compliance with Laws and Permits

The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary to conduct the work. The Contractor shall comply with RCW 49.28, Hours of Labor.

## 7.2.6 Intents and 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 final 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.

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## 7.2.7 Certified Payroll Requirement

Contractor will submit Certified Payroll to the Department of Labor & Industries monthly per RCW 39.12.120.

## 7.2.8 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 Department. 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 (including all required WA State filings as applicable). 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.

## 7.2.9 Taxes

7.2.9.1 The Work to be performed under this Agreement constitutes a "retail sale" as such term is defined in RCW 82.04.050. As applicable, Sno-Isle Libraries will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The Contractor will pay retail sales tax on all consumables used during the performance of the work and on all items that are not incorporated into the final work, which sales tax shall be included in the prices on the Bid form.

7.2.9.2 No increase will be made in the amount to be paid by Sno-Isle Libraries under this contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of any taxes for which the Contractor is liable or responsible by law or under this contract.

7.2.9.3 Items taxable, in addition with the tax to be paid, shall be shown in a separate section of the Bid form. In any case where it is not included as a separate item, Sno-Isle Libraries will add the sales tax to the total of the Bid prices shown.

## 7.2.10 Non-Discrimination

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The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

## 7.2.11 Workers' Benefits

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW and shall furnish proof of payment if requested by Sno-Isle Libraries. If any payment required by Title 50 or Title 51 is not made when due, Sno-Isle Libraries may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

## 7.2.12 Hold Harmless & 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. This work shall be construed and interpreted in accordance with the laws of the

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state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

## **SECTION 8 ATTACHMENTS**

- 8.1 Scope of Work – 2023 HVAC Maintenance UPC**
- 8.2 Certifications and Assurances Form**
- 8.3 Statement of Contractor Information Form**
- 8.4 HVAC Equipment List by Location**
- 8.5 HVAC Rate Schedule**
- 8.6 HVAC Maintenance Price Proposal Form**
- 8.7 HVAC Maintenance Work Order**
- 8.8 Sample Project to Award HVAC Maintenance UPC ITB**
- 8.9 Prevailing Wage Rates for Snohomish and Island Counties**
- 8.10 Sample HVAC Maintenance UPC Agreement**
- 8.11 Sample Invoice**