

**SECTION 00 11 13
NOTICE TO BIDDERS**

PART 1 GENERAL

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to Section 00 21 13 Instructions to Bidders
- B. Project Identification: Langley Library Renovation Project 2023.07.19LNG
 - 1. Project Location: 104 2nd Street, Langley WA 98260
- C. Owner: Sno-Isle Intercounty Rural Library District (d.b.a. Sno-Isle Libraries).
 - 1. Owner's Representative: Chy Ross, Assistant Director of Capital Strategy and Planning.
- D. Architect: MSR Design, Minneapolis, MN
- F. Project Timeline

1. 7.19.2023	RFP Issued
2. 7.31.2023	Mandatory Site Walk-through at 1:00pm (PDT)
3. 8.2.23	Mandatory Site Walk-through at 10:00am (PDT)
4. 8.9.2023	Questions Due by 2:00pm (PDT)
5. 8.16.2023	Addenda Issued (if necessary) by 5:00pm (PDT)
6. 8.23.2023	Substitutions/Bid Clarifications Due by 2:00pm (PDT)
7. 8.30.2023	Addenda Issued (if necessary) by 5:00pm (PDT)
8. 9.6.2023	Proposals Due by 2:00pm (PDT)
9. 9.6.2023	Bid Opening at 2:30pm (PDT)
10. Week of 9.11.2023	Interviews (if needed)
11. Week of 9.18.2023	Contract Awarded
- G. Construction Contract: Bids will be received for the following work:
 - 1. General Contract including the following trades:
 - a. General Building construction
 - b. Plumbing Construction
 - c. Mechanical Construction
 - d. Fire Protection Construction
 - e. Electrical Construction
 - f. Low-voltage Construction

1.2 REVISION/REJECTION OF PROPOSALS

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

1.3 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid date: 09/06/2023
 - 2. Bid time: 2:00 P.M. PDT
 - 3. Location: Sno-Isle Libraries Administrative Office, 7312 35th Ave, NE, Tulalip, WA 98271
- B. Submit your offer on the Bid Form provided.

- C. Bid Opening to be held via Microsoft Teams 30 minutes after Proposals are due. Interested contractors please contact Vendor Submissions (vendorsubmissions@sno-isle.org) to obtain a link to the meeting.
- D. Offers submitted after the above time may be returned to the bidder unopened.

1.4 MANDATORY SITE WALK-THROUGH MEETING

- A. The site walk-through is required. Proposals will be disqualified if Contractor doesn't attend one of the two walk-through dates listed in 00 21 13 Instructions to Bidders Section 1.01. Please select one date to attend. The address for the walk-through is 104 2nd Street, Langley WA 98260. A sign-in sheet will be provided at the walk-through.

1.5 BID AWARD

- A. The award of the contract may be made by the Owner to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner.

B. 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:

1. The Contract has been awarded and fully executed by both parties.
2. A Certification of Insurance, with Sno-Isle Libraries and all related locations named as additional Insureds, has been received by Sno-Isle Libraries.
3. A W-9 has been received by Sno-Isle Libraries.
4. A Purchase Order for the project has been sent by Sno-Isle Libraries and received by Contractor.

C. Procedure When Only One Proposal Is Received

1. 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.
2. 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.

D. Cost of Proposal

1. 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.

E. Modification of Proposals

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

F. Waiver of Minor Administrative Irregularities

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

G. Rejections of Proposals

1. 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 evaluations of its Proposal, the Contractor waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Proposals.

H. Acceptance Period

1. Proposals must provide sixty (60) days for acceptance by Sno-Isle Libraries from the Proposal Opening Date.

1.6 TIME OF COMPLETION

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. The preferred start date of the project is October 16, 2023, with substantial completion occurring in May 2024.

Contractors are encouraged to submit proposals with an alternative timeline. Start dates should not be before October 16, 2023. Provide a schedule with alternative proposed start and substantial completion dates.

1.7 BIDDER'S QUALIFICATIONS -

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

B. **Minimum Qualifications and Bidder Responsibility Criteria**

1. Contractors must comply with the requirements of Bidder Responsibility Criteria as set forth in RCW 39.04.350 and RCW 39.06.020 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 five (5) years;
 - Experience with jobs with similar project scopes;
 - Experience managing and administering 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 Certification & Assurances (**Attachment E**).
2. Bid packages from other than qualified and responsible Contractors will be rejected as non-responsive. Any Contractor considered to be non-responsible will be notified during the evaluation process, allowing the Contractor the ability to appeal within two days upon notification before a final determination on responsibility is reached. Final award will occur no earlier than two days subsequent to the Contractor's receipt of final responsible determination notification.

C. **Minority, Women, or Veteran Owned Business Participation**

1. In accordance with Chapter 39.19 RCW, Sno-Isle Libraries encourages participation in all 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 (<https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>))

and the Department of Veterans Affairs (Veteran Owned Businesses | WDVA (<https://veterans.certify.sba.gov/#search>)) to verify that businesses are eligible for preference in the Bidding process.

2. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

D. Qualification of Contractors

1. 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 Contractor, fails to satisfy Sno-Isle Libraries that the Contractor is properly qualified to meet the obligations of the Contract.

E. Prevailing Wage Requirements

1. The scope of work for demolition and construction constitutes a public works under Washington State Law (WAC 296-127). 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 and 100% Payment Performance Bonds costs, Notice of Completion requirements, administrative fees, and sales tax implications in submitting a bid.
2. The current prevailing wage rates for all public works classifications for Island County are included as **Attachment C** to this document. To be considered for award, the business must have completed or be "exempt" from the Washington State Department of Labor and Industries Prevailing Wage required training effective July 1, 2019.
3. Before any work begins on the project, the Contractor and any subcontractors must file a "Statement of Intent to Pay Prevailing Wages" with the Industrial Statistician of the Department of Labor and Industries (L&I). L&I charges a fee for such approval and certification, which shall be paid by the Contractor. Any change in the fee will not be grounds for revision of the Contract Sum. No payment will be made on this project until the Contractor and each subcontractor have submitted an approved L&I "Affidavit to Pay Prevailing Wages" with the properly completed invoice(s) for the period.
4. 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."**

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

DOCUMENT INCLUDES

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 - 7.03 Protest Procedures
 - 7.04 Responses become property of Sno-Isle Libraries
 - 7.05 Proprietary Information/Public Disclosure

- 7.06 Commitment of Funds
- 7.07 Billing Procedures and Payment
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RELATED DOCUMENTS

- A. Document 01 10 00 - Summary.
- B. Document 00 11 13 - Notice to Bidders
- C. Document 00 41 00 - Bid Form.

INVITATION**1.01 BID SUBMISSION**

- A. Offers will be opened at 2:30 p.m. on the 6th day of September, at the Sno-Isle Libraries Service Center – 7312 35th Ave NE, Tulalip, WA 98271.
- B. Successful bidders will be notified of award by the week of September 18, 2023.

1.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete the Langley Library renovation project located in Langley, WA for a Stipulated Sum contract, in accordance with the Contract Documents.

1.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises complete interior and exterior renovations, including general construction, structural, mechanical, electrical, plumbing, fire protection, electrical, and low voltage construction work.
- B. Project Location: 104 2nd Street, Langley WA 98260

1.04 CONTRACT TIME

- A. Pre-construction Work may begin once all of the actions in 00 11 13 Notice to Bidders Section 1.07-B have been completed.
- B. Perform the Work within the time stated in Section 00 41 00 - Bid Form.
- C. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date.

BID DOCUMENTS AND CONTRACT DOCUMENTS**2.01 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

2.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 2023.07.19LNG, as prepared by MSR Design, and with contents as identified in the Table of Contents of the Project Manual and Index of Sheets on the Drawings.

2.03 BIDDER'S REPRESENTATIONS

- A. The Bidder by making a Bid represents that:
 1. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 2. The Bid is made in compliance with Bidding Documents.
 3. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.04 INQUIRIES/ADDENDA

- A. Direct questions to Sno-Isle Libraries via email to vendorsubmissions@sno-isle.org. Questions via telephone or direct email to Sno-Isle Libraries staff or architect will not be accepted.
- B. 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 via addenda by 5:00pm PDT, August 9, 2023.
- C. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- D. Verbal answers are not binding on any party.
- E. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect error, inconsistencies or ambiguities discovered.
- F. Each bidder shall indicate receipt of addendum on bid form.

2.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
 1. Project Manual establishes standards for products, assemblies, and systems.
 2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.
 3. Provide sufficient information to determine acceptability of proposed substitutions.
 4. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- B. Substitution Request Time Restrictions:
 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 14 days before receipt of bids.
- C. Substitution Request Form:
 1. Submit substitution requests by completing the form in Section 01 60 10.01; see this section for additional information and instructions. Other forms of submission should be approved by Architect prior to sending.
- D. Review and Acceptance of Request:
 1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.
 2. For approved substitutions, include representation of changes in the bid, if any, required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions will not be considered.
- E. See Section 01 60 10 - Substitution Procedures for additional requirements.

SITE ASSESSMENT

3.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.

3.02 MANDATORY SITE WALK-THROUGH MEETING

- A. Mandatory site walk-through meetings have been scheduled with two available dates. Select one date to attend.
 - 1:00 p.m. (PDT) on Monday, July 31, 2023
 - 10:00 a.m. (PDT) on Wednesday, August 2, 2023
2. Meet at the Langley Library; 104 2nd Street, Langley, WA 98260

- B. All general contract and subcontract bidders and suppliers are invited.
- C. Representatives of Architect and Engineers will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

4.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

4.02 CONTRACTORS PRINCIPAL AGENTS

- A. Contractor's principal agents/contacts are to be identified on the Bid Form and are not to change without approval from the owner.

4.03 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. 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 Libraries, in strict accordance with all terms and conditions of the Contract documents.
- C. 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.
- D. Refer to General Conditions.

4.04 REGISTERED SEX OFFENDERS

- A. Contractor shall not staff Registered Sex Offenders on site whether performing general, subcontract or any other form of work.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. The Proposal and all other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope marked "Proposal Submitted by" followed by the name and address of the bidder and the designated project name.
 1. If the Proposal is mailed, it shall be addressed to Sno-Isle Libraries: 7312 35th Ave NE, Tulalip, WA 98271; ATTN: Procurement Specialist.
 2. If the Proposal is delivered, it shall be delivered to Sno-Isle Libraries' Service Center, which is located at 7312 35th Ave NE, Tulalip, WA 98271; ATTN: Procurement Specialist.
 3. Oral, telephonic, telefaxed, electronic, or telegraphic Proposals are invalid and will not receive consideration.
 4. The deadline for submission/receipt is 2:00pm (PDT), September 6, 2023.
 5. If you would like confirmation of receipt of Proposal, please request via email (vendorsubmissions@sno-isle.org) at the time of submission.
 6. If envelopes are not clearly marked, the bid might be mistakenly opened outside the official bid letting rendering it invalid.
- C. Submit one copy of the executed offer on the Bid Forms provided, signed in a closed opaque envelope, clearly identified with bidder's name and project name on the outside.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.
- E. Improperly completed information, may be cause to declare the bid invalid or informal.

5.02 PROPOSAL

- A. Proposal Contents
 - 1. Sno-Isle Libraries is looking for succinct answers with relevant information.

5.03 COVER LETTER

- A. Please include the following:
- B. Summary of Contractor's background and experience;
- C. The identification of the Contractor, including name, address, email address and telephone number;
- D. The name, title, address, email and telephone number of contact person during period of Proposal evaluation; and
- E. The signature of a person authorized to bind Contractor to the terms of this Proposal.

5.04 GENERAL COMPANY PROFILE AND EXPERIENCE

- A. 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.

5.05 PROJECT DESCRIPTION AND SCOPE OF WORK

- A. Contractors are requested to submit a Proposal for the project management requirements defined in the specification and plan drawings herein (**Attachments A and B**). The Contractor must provide enough detail to demonstrate a thorough understanding of the necessary steps and tasks required to communicate and manage a successful project.
- B. Project Technical Approach
 - 1. Include a descriptive narrative of a technical approach and methodology that addresses the full scope of work. Include the steps and tasks required in a logical order that will meet project requirements and result in successful completion.
 - 2. The Proposal should follow the details and requirements for the summary of work and specifications in **Attachment A**, while maintaining industry standards, and adhering to the codes and requirements of the local jurisdictions.
 - 3. The Proposal should follow the details and specifications per the plan set drawings in **Attachment B**, as applicable to the project.
 - 4. The Contractor will be required to help facilitate responses and administration with the local municipal code administrators for compliance with local codes or requests for information.
- C. Project Deliverables
 - 1. Provide details of the communication and performance management tools used by the Contractor to help describe progress and outcomes. Include how the delivery of these services will be monitored, measured, and reported to Sno-Isle Libraries.
- D. Project Work Plan
 - 1. Provide technical details to demonstrate an understanding of the overall work and project milestones necessary to complete the project.
- E. Project Schedule
 - 1. Provide a project schedule from contract award through project completion, indicating when elements of the work will be completed. The preferred start date of the project is October 16, 2023, with substantial completion occurring in May 2024. The project schedule must ensure that all deliverables requested are met. All objectives, tasks, services, activities, etc. which are necessary to accomplish the scope of the project defined in the RFP, plan set drawings and summary of work should be listed and itemized in electronic schedule format.
 - 2. Contractors are encouraged to submit proposals with an alternative timeline. Start dates should not be before October 16, 2023. Provide a schedule with alternative proposed start

and substantial completion dates.

3. Regular project updates will be required during the course of construction, including regular contractor-led progress meetings. Provide your remedy on this project for missed milestones and schedule impacts. A mandatory pre-construction meeting will be held with the architect, project manager and awarded contractor prior to the work commencing.

5.06 FORMAT

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. The Proposal length shall be limited to a maximum of twenty-five (25) single-sided pages, not including attachments. Minimum font size shall be eleven (11) point. The interested Contractor must provide one (1) printed sealed copy and one (1) electronic copy of the Proposal subsequent to the opening of the Proposals.

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.

1. *Licensing and Certification:* Provide proof of any and all current licensing required by the State of Washington for performing this type of work in conjunction with public works projects. List any professional certifications, registrations, and licenses pertaining to this project. Contractor shall be required to demonstrate that at the time of submitting its Proposal it has in effect all licenses, permits, and authorizations to provide all services it proposes.
2. *Experience & Key Personnel:* Identify key staff, and primary project manager 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.
3. *Technical Approach & Scope of Work:* The Contractor shall state its understanding and approach in delivering the project and scope of services as listed in Section 5.05.
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.
5. *References & Similar Work:* Provide prior work examples 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.

List names, addresses, telephone numbers and email addresses of three (3) local 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; it is allowed to include previously completed Sno-Isle Libraries' projects as prior work. 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.

6. *Contingency or Risk Plan:* The Contractor must identify potential risks which are considered significant to the success of the project. Identify how the Contractor would propose to effectively monitor and manage these risks and take action to mitigate such risks with contingency plans that help insure successful on time substantial completion of the project.
7. *Minority, Women, or Veteran Owned Business Participation:* In accordance with Chapter 39.19 RCW, Sno-Isle Libraries encourages participation in all 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 (<https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>)) and the Department of Veterans Affairs (Veteran Owned Businesses | WDVA (<https://veterans.certify.sba.gov/#search>)) to verify that businesses are eligible for preference in the Bidding process.

Contractors with certified Minority, Women, or Veteran Owned Businesses must provide their credentials in order to gain evaluation points for this category.

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

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.

5.07 BUDGET/COST SCENARIOS

- A. Provide a not-to-exceed budget amount on the Bid Form (**Attachment D**). Include high-level detail including all associated costs and staff expenses necessary to accomplish the required tasks and deliverables based on an understanding of the Specifications and Plan Set Drawings (**Attachments A and B**).
- B. The Cost Proposal shall be all-inclusive and must include the hourly/daily rate, estimated number of hours/days to complete the project, and a detailed estimate of all other costs including:
 1. Tax
 2. Administrative Fees (including Intent/Affidavit filing through Labor and Industries, business registration fees, etc.)
 3. 5% Retainage and 100% Payment/Performance Bond fees
 4. Travel
- C. Costs for subcontractors are to be identified and broken out separately according to trade and objective relative to the project scope. Additional cost details for all subcontractors are required.
- D. No other monies will be paid for items omitted by the Contractor, unless requested and approved in advance in writing.
- E. There may be a need to change or adjust the work, resulting in a Change Order to the contract. Contractors shall provide their proposed cost structure to cover for approved Change Order mark up; including labor, materials, subcontractors, equipment and services. These costs/rate shall be provided as a percentage of cost.

5.08 SIGNED CERTIFICATIONS & ASSURANCES

- A. Sign and submit the Certifications and Assurances (**Attachment E**) as part of your Proposal. This form must be completed and submitted with the Proposal to comply with RCW 39.04.350.

5.09 SIGNED STATEMENT OF CONTRACTOR INFORMATION

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

5.10 EVALUATION PROCESS

- A. Criteria
 1. 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:

- A. Cost
 - 1. Evaluation of the accuracy and understanding of the costs submitted.
 - 2. Evaluation of the Schedule of Values of all required cost breakdowns.
 - 3. Lowest cost identified and which guarantees that all project deliverables, objectives, and specifications will be met, and closely demonstrates that it is the best value to Sno-Isle Libraries.
- B. Project Management (as detailed in Section 5.05):
 - 1. Project Technical Approach
 - 2. Project Deliverables
 - 3. Project Work Plan
 - 4. Project Schedule
- C. Qualifications (as detailed in Section 5.06):
 - 1. Licensing & Certification
 - 2. Experience & Key Personnel
 - 3. Technical Approach & Scope of Work
 - 4. Quality Control & Safety
 - 5. References & Similar Work
 - 6. Contingency or Risk Plan
 - 7. Minority, Women and Veteran Owned Business
 - 8. Warranty

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

5.11 SCORING MATRIX

RFP SCORING MATRIX	POINTS	WEIGHT	SCORE
Cost	100	50%	
Computations	20		
Schedule of Values	30		
Lowest Cost	50		
Project Management	50	25%	
Project Technical Approach	10		
Project Deliverables	10		
Project Work Plan	10		
Project Schedule	20		
Qualifications	50	25%	
Experience & Key Personnel	10		
Quality Control & Safety	10		

References, and Similar Work (Past Project Performance)	10		
Contingency or Risk Plan	5		
Licensing & Certification	5		
Minority, Women, or Veteran Owned Business	5		
Warranty	5		
Total Points	200	100%	0

5.12 MOST FAVORABLE TERMS

- A. 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.
- B. 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.

5.13 BID INELIGIBILITY

- A. Bids that are unsigned or improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

6.01 PERFORMANCE ASSURANCE

- A. Accepted Bidder is to provide the following:
 1. Provide a 100 percent Payment/Performance Bond on standard surety form.
 2. Provide a 5 percent Retainage Bond on standard surety form.
- B. Include the cost of Payment/Performance and Retainage Bonds in the Bid Amount and identify the cost when requested.

6.02 INSURANCE

- A. Provide executed "Certificate of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents within ten (10) days after the acceptance of bid.
 1. Upon request by the Owner, provide Certificate of Insurance for all subcontractors who perform work or services pursuant to the provisions of this contract.
- B. Commercial General Liability Insurance
 1. 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 \$2,000,000 per occurrence and at least \$5,000,000 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.
2. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 3. 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.
 4. 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.
 5. Sno-Isle Libraries reserves and retains its rights of subrogation.
- C. Builder's Risk Insurance
1. Before commencement of the work, the Contractor is required to provide a certificate of insurance, purchased by the Contractor, for the period of this Contract to provide evidence of Builder's Risk "All-Risk" insurance coverage for the entire Contract amount. The Builder's Risk Policy shall include endorsements providing coverage for building, materials, supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full replacement value of the Building and Improvements and shall contain a deductible amount acceptable to Sno-Isle Libraires. This coverage should include for events such as fire, collapse, damage from faulty workmanship, material or design work for the entire work completed under this Contract. Sno-Isle Libraries shall be named as an additional insured on the certificate and the certificate should be provided within ten (10) days of the start of the project.
- D. Workers' Compensation Coverage
1. 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.
 2. 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.
- E. Provide copies of Additional Insured Endorsements, executed by an authorized representative from an Insurer, prior to the first payment.

6.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

6.04 SALES AND USE TAXES

- A. The contractor shall include all necessary taxes and fees, such as State and Local taxes, Business and Occupation taxes, in the final offer.

6.05 FEES FOR CHANGES IN THE WORK

- A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- B. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

6.06 OBTAINMENT OF PERMITS

- A. The Contractor shall be responsible for providing and paying all fees associated with any and all trade permits that are required. The owner is responsible for submitting and paying for project building permits. The Contractor is responsible for scheduling and paying for inspections such as framing, suspended ceiling grid, plumbing, and building final.

6.07 CODES AND STANDARDS

- A. 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.

6.08 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.

OFFER ACCEPTANCE/REJECTION**7.01 DURATION OF OFFER**

- A. Acceptance Period-Proposals must provide sixty (60) days for acceptance by Sno-Isle Libraries from the Proposal Opening Date.

7.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers and to waive any irregularities or informalities.
- B. After acceptance, a written Notice to Proceed will be sent to the successful bidder by the Owner or the Architect on behalf of the Owner.

7.03 PROTEST PROCEDURE

- A. 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 8:00 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.
- B. 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.
- 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.
 - 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.
- C. 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.
- D. 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.

- E. 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.
- F. The final determination of the protest as rendered by the Sno-Isle Libraries Executive Director or designee shall:
 - Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or
 - 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
 - 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.
- G. 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.

7.04 RESPONSES BECOME PROPERTY OF SNO-ISLE LIBRARIES

- A. 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.

7.05 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

- A. 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 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.

7.06 COMMITMENT OF FUNDS

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

7.07 BILLING PROCEDURES AND PAYMENT

- A. Sno-Isle Libraries will pay Contractor 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 any fees. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- B. Payment shall be considered timely if made by Sno-Isle Libraries within thirty (30) days after receipt of properly completed invoices, approved L&I filings, and releases upon completion of the project from the three (3) agencies, L&I, Department of Revenue and Employment Security Department, per Sno-Isle Libraries' filed Notice of Completion.
- C. Payment shall be sent to the address designated by the Contractor.
- D. 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.

7.08 HOLD HARMLESS AND INDEMNIFICATION

- A. 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.
- B. 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.
- C. 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.

END OF SECTION