



SNO-ISLE LIBRARIES

ITB No. 2025.05.21

INVITATION TO BID

Landscaping & Grounds Care, Snow & Ice Removal

Owner

Sno-Isle Regional Library (Library District)

Overview

Library District is soliciting Bids for a qualified vendor to provide all-year landscaping and grounds care as well as snow and ice removal as needed.

**Bid Due
Date/Time/Location**

Monday, June 9, 20205 at 2:00 pm Pacific Time
Marysville Service Center
7312 – 35th Ave NE, Marysville, WA 98271
See [Section 3. Timeline](#) and [Section 5. Submitting a Bid](#) for details

Bid Opening

Bids opening will be conducted online via Microsoft Teams and in person as detailed in [Section 1.4.5. Bid Opening](#)

Questions

Submit all inquiries via email listed below. No verbal answers by any Library District personnel or its agents and consultants will be binding.

vendorsubmissions@sno-isle.org

Estimate

Annual costs for landscaping services are estimated to range from \$220,000 to \$250,000. No estimate is provided for snow removal or ice melt services.

Contract duration estimated between one (1) to four (4) years at the discretion of Library District.

Work Sites

Services will take place across multiple Library District branches across Island and Snohomish Counties.

Site Walkthroughs

A site walkthrough is not scheduled, but Bidders are encouraged to visit the site(s) named in this ITB.

Bid Guaranty

No Bid Guaranty is required

Terms of Award

Contract will be awarded to the lowest responsive and responsible Bidder according to the terms of this ITB.

1. PROJECT OVERVIEW AND BIDDING PROCESS

1.1. About Sno-Isle Regional Library

[Sno-Isle Regional Library](#) (Library District) is a two-county rural public library district serving more than 800,000 people in Snohomish and Island counties through 23 community libraries, mobile, and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

1.2. Project Overview

Library District is seeking to secure a service agreement with a qualified contractor for landscaping and grounds care services and snow and ice removal for many of our community libraries and Service Center in Snohomish and Island Counties. Any quantities or descriptions of services herein are for bidding evaluation purposes only and represent Library District's estimated annual requirements. Library District shall not be obligated, limited, or restricted to the dollar value, quantities, or locations indicated. Nor shall Library District be obligated to purchase any items contained in this Invitation to Bid (ITB).

The awarded Bidder (Contractor) shall provide such services as requested by Library District in accordance with the terms and conditions set forth in this ITB and included in attachments incorporated and made part of this ITB.

Bids must demonstrate the Bidder's understanding of the requirements described in this ITB, adhering to the specifications as designed herein. Once a contractor is selected, an agreed upon schedule and contract will be completed.

1.3. Project Sites

Locations Receiving Service

Landscaping, grounds care, and snow and ice removal services will be provided to the library branches and locations as described in **Attachments A- E**.

1.4. Bidding Process

1.4.1 Site Walkthroughs

There will be no formal site visits or walkthroughs for this ITB, but all Library District branch locations are open to the public. Prospective Bidders are encouraged to visit the Library District branches identified for receiving landscaping and snow and ice removal services.

When visiting Library District locations for the purposes of a site visit, Bidders shall respect each location's business hours, not disrupt or otherwise interfere with Library District operations, and are restricted to visiting the outdoors only.

Bidders shall not ask questions of Library District staff at any of these locations. All Bidder questions must follow this ITB's process outlined in [Section 1.4.2 Communications](#) and [Section 4. Questions](#) below.

1.4.2 Communications

Upon release of this ITB, all communication shall be in writing to the

Procurement Specialist as directed in [Section 4. Questions](#) below. Oral explanations or instructions will be considered unofficial and are not binding. Any information modifying this ITB or responding to Bidder questions will be posted in a written addenda to the Library District's vendor and information website: <https://www.sno-isle.org/vendors/>.

Bidders shall have until the deadline listed in [Section 3. Timeline](#) below to submit questions about the ITB. Any questions received after this deadline may not receive a response in the sole discretion of the Library District.

1.4.3 **ITB Revisions, Clarification, and Addenda**

Library District reserves the right to revise or amend the ITB at any point during open bidding period by posting written addenda to the Library District's vendor and information website: <https://www.sno-isle.org/vendors/>.

No additional information, revisions, or clarifications will be made to any Bidder outside of written and published addenda to this ITB. Bidders shall not rely upon any oral statement or conversation, whether at a site walkthrough or otherwise.

All addenda will become part of the solicitation and contract documents.

1.4.4 **Bid Submittal Procedures**

1. Library District will only accept Bids in hard copy either by:

- a. U.S. mail or
- b. In-hand delivery

All Bidders must additionally send a follow-up electronic copy of the Bid after Bid Opening, as described below in [Subsection 5.1 How to Submit a Bid](#).

2. Bids must be received and time-stamped by the deadline listed in [Section 3. Timeline](#) below in order to be considered a "responsive" Bid. Please see [Subsection 1.4.6. Responsive Bid Determination](#) for more information.

1.4.5 **Bid Opening and Posting of Bid Results**

- 1. The Procurement Specialist named in this ITB will conduct a public Bid Opening at the indicated close date and time in [Section 3. Timeline](#) below.
- 2. The Library District reserves the right to postpone the date and time for Bid Opening at any time prior to the opening of Bids.
- 3. The official time clock for Bid submittal will be the internal network clock displayed at the front desk of the Library District's Administrative Service Center. Late Bids will not be accepted.
- 4. At such Bid Opening, each and every Bid (except those which may have

been properly withdrawn) timely received will be publicly opened and read aloud by the Library District staff, irrespective of any irregularities or informalities in such Bid.

5. Within 24 hours after submittals have been opened in public, the Library District will evaluate Bids for responsiveness and post the Bid tabulation demonstrating the apparent lowest responsive Bid. [Subsection 1.4.6. Responsive Bid Determination](#) describes in further detail which Bids will be considered “responsive” under this ITB.
6. Lowest Bid determination will be based on the “Total Bid” in **Attachment F – Bid Form**, which is the sum of the following quoted costs:

Location	Description of cost	How Bid is calculated
Attachment B	Landscaping costs monthly per location	Totaled monthly costs for all locations
Attachment D	Snowplow and Ice Removal costs per-visit	Totaled per-visit costs at all Regular Service locations only (excluding alternates)
Attachment F	Administrative costs	Estimated monthly costs
Attachment F	Total Bid	The sum total of the costs described above

1.4.6 Responsive Bid Determination

1. In order to be considered responsive, the Bid must include all elements and information as required in [Section 6. Bid Contents](#) below. Nonresponsive Bids will be rejected.
2. Any Bids that were submitted with any missing information as required by this ITB will be rejected as nonresponsive.
3. Any Bids that were received outside the window for Bid submission as required in [Section 3. Timeline](#) will be rejected as nonresponsive.
4. Bids that are conditioned in any way will result in the Bid being considered non-responsive.
5. Library District will consider all the materials submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

1.4.7 Bidder Responsibility Determination

1. Bidder Responsibility Determination Process
 - a. Once the lowest Bidder is confirmed after Bid Opening, the Library District will issue the Bidder Responsibility Form (**Attachment I**) to

up to three (3) of the lowest responsive Bidder(s), who will then complete such form and return it to the Library District within the time period to be specified in the email notification in order to determine the lowest responsive and responsible Bidder.

- b. In determining the responsibility of the Bidder, the Library District will consider Mandatory Bidder Criteria as well as Supplemental Bidder Criteria. In responding to both sets of Bidder Responsibility Criteria, the Bidder shall demonstrate their ability, capacity, and skill to perform the scope of work as described in this ITB.
- c. The Library District shall conduct a review of the lowest responsive Bidder(s) to determine the selected Bidder's responsibility strictly in accordance with the requirements stated in this ITB and any addenda issued. Failure to fully answer any Bidder responsibility questions or otherwise be out of compliance with the requirements as determined in the sole discretion of Library District, shall eliminate the Bidder from consideration of award.
- d. Library District shall only contract with the lowest responsive Bidder that has also been found to be a responsible Bidder.
- e. A lowest Bidder deemed to be not responsible will be notified during the Bidder responsibility process. The Bidder deemed not responsible may appeal this determination within two (2) days upon notification before a final determination on responsibility is reached. Final award will occur no earlier than two days subsequent to Bidder's receipt of the final notification of Bidder responsibility determination.

2. Mandatory Bidder Responsibility Determination

Bidder shall comply with the requirements of [RCW 39.04.350](#) and [RCW 39.06.02](#), and be regularly engaged in providing the proposed services.

3. Supplemental Bidder Responsibility Determination

In addition to the Mandatory Bidder Responsibility Criteria, the lowest responsive Bidder shall also meet the relevant Supplemental Bidder Criteria listed in **Attachment I** to be considered a responsible Bidder.

a. Requests to Modify Supplemental Bidder Responsibility Criteria

Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria required in these bidding documents may submit requests to Procurement Specialist to modify such criteria.

Requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders

shall submit such requests to the Procurement Specialist no later than the deadline in [Section 3. Timeline](#).

b. Process to Appeal Decision of Bidder Responsibility

If the Library District determines in its sole discretion that the lowest responsive Bidder is not responsible according to the Supplemental Bidder Responsibility Criteria, Library District shall provide notice in writing to the lowest responsive Bidder detailing the reasons for the determination that Bidder is not responsible.

The Bidder may appeal such determination within two (2) business days of the date on such notice by submitting additional supporting documentation with the appeal that Bidder believes establishes its responsibility according to the Supplemental Bidder Responsibility Criteria.

After review, if the Library District determines that the Bidder is still not a responsible Bidder, Library District will issue a final written determination within five (5) business days of the date of the appeal. Library District will not execute a contract with another Bidder until two (2) business days after Bidder receives such final determination.

1.4.8 **Award of Contract**

Library District reserves the right to award the Contract to the Bidder whose Bid is deemed to be in the best interest of Library District.

1. Award to Lowest Responsive and Responsible Bidder

A contract award, if any, will be made by the Library District to the lowest, responsive, responsible Bidder. Library District shall have no obligations until an award is made and a contract has been executed. Library District reserves the right to award one (1) or more contracts as determined to be in the Library District's best interest.

2. Notice of Award

Library District shall issue a Notice of Award to the lowest responsive and responsible Bidder. Such Notice shall be posted to the Library District's vendor and information website: <https://www.sno-isle.org/vendors/> once such Bidder is identified. Bidders whose submissions were not selected for award will be notified separately by email.

3. Library District's Option of Partial Award

Library District reserves the right to accept or reject any Bid, any portion of any Bid, and/or all Bids in their entirety or in part so long as doing so does not violate the terms of this ITB.

1.4.9 **Contracting**

1. Contract Overview

- a. The annual range of a resulting contract is estimated at approximately \$220,000 to \$250,000 for landscaping and groundskeeping services only. No estimate is provided for snow and ice removal services.
- b. The term of the resulting contract will be up to four (4) years, subject to the termination clauses contained herein. Library District reserves the right to extend the Contract term if determined to be in the best interest of the Library District.
- c. Before a contract can be sent for signatures, the awarded contractor shall have submitted the Bidder Responsibility Forms, Certification of Insurance, and Endorsements of Additional Insured naming "Sno-Isle Regional Library."
- d. Library District reserves the right to purchase the goods or services described herein from other sources. The awarded contractor does not have the exclusive right to fill all of the Library District's requirements for the goods or services awarded.
- e. Purchase Orders will be issued by the Library District for the provision of services under the contract.
- f. Contract amendments issued by the Library District may reflect modifications of contract terms, rates, or other matters.

2. Notice to Proceed

Work may proceed when the following conditions have been met:

- a. The Contract has been awarded and fully executed by both parties.
- b. A Certification of Insurance has been received evidencing the required minimum insurance coverage.
- c. An Endorsement of Additional Insured has been received with the Library District named as additional Insureds.
- d. 5% retainage and 100% payment/performance bonds have been received by the Procurement Specialist.
- e. A Purchase Order for the services has been sent by Library District and received by Contractor.

2. General Bid Terms

2.1. Minority and Women Owned Business Participation

In accordance with Chapter 39.19 RCW, Library District encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

2.2. Bid Submission

- 2.2.1 Bidders shall thoroughly examine and be familiar with the entire contents of this solicitation package. Each Bidder has an obligation to notify Library District in writing via email, and prior to Bid Opening, of any ambiguity or inconsistency in or between the solicitation documents or overly stringent qualifications. Failure to notify the Procurement Specialist as stated in this Section shall result in the waiver of any and all rights of the Bidder to claim additional time or compensation relating to or arising out of the ambiguity or inconsistency.
- 2.2.2 Submittal of a Bid shall constitute an acknowledgement whereby the Library District may rely that all Bidders have obtained, thoroughly examined, and are familiar with the solicitation and contract documents and have reviewed all applicable federal, state, and local statutes, ordinances, and regulations related to the work and all permits which have been applied for and/or issued pertaining to the work.
- 2.2.3 Failure of a Bidder to comply with the requirements of this solicitation package shall in no way relieve the Bidder from any obligations with respect to its Bid or to any contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed, which is based on a lack of knowledge or misunderstanding of the contents of this ITB.
- 2.2.4 Bidder 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, and tax implications in submitting a Bid.
- 2.2.5 The Procurement Specialist may contact the Bidder for clarification of any portion of the Bidder's Bid package.
- 2.2.6 All Bids shall be signed by the Bidder or the Bidder's authorized representative.

2.3. Subcontractors

The contractor shall, in all its subcontract agreements, ensure that all subcontractors are bound to the contractor in the same manner that the contractor is bound to Library District, in strict accordance with all terms and conditions of the contract documents.

Nothing contained herein, however, shall be interpreted as creating a contractual relationship between Library District 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.

2.4. Cost of Bid

Library District will not be liable for any costs incurred by the Bidder in preparation of

a Bid submitted in response to this ITB, in conduct of a presentation, or any other activities related to responding to this ITB.

2.5. Bid Errors, Informalities, and Immaterial Irregularities

2.5.1 Prices set forth in the Bid will be reviewed by the Library District for mathematical accuracy.

2.5.2 Library District, in its sole discretion, reserves the right to waive minor Bid errors, informalities, and immaterial irregularities when it is in the Library District's best interest and does not result in displacement of a low Bidder.

2.5.3 Library District reserves the right to correct arithmetical errors and discrepancies between unit price(s) and extended amount(s) and/or written words or numbers under the following circumstances:

1. Existence of the discrepancy is ascertainable from the face of the Bid;
2. The Bidder verifies the discrepancy;
3. The intended Bid is ascertainable from the face of the Bid; and
4. Correction of the discrepancy does not result in displacement of allow Bidder.

Where the above criteria 1 through 4 are met, the unit price will always prevail.

2.5.4 Where the Bid is readily susceptible to being interpreted as offering either one of two prices shown on the face of the Bid, one which is low and the other is not, the Bid must be rejected. If the evidence of arithmetical error or discrepancy is clear and convincing, the Bidder may be permitted to withdraw its Bid in accordance with [Section 2.7 Withdrawal of Bids](#) below.

2.5.5 In the event Bidder believes it made an error on its Bid, which it did not discover until after the Bid Submission deadline, the Bidder shall provide Library District with notice of such claim along with supporting evidence including cost breakdown sheets. The Library District reserves the right to require the submittal of other Bid records or information deemed necessary in its sole discretion to evaluate the Bidder's claim of error, or any error as may be identified by the Library District during its review of the Bid.

2.5.6 Any review by the Library District of a Bid and/or any review of such claim of Bid error creates no duty or liability on the Library District to discover any other Bid error or mistake, and the sole liability for any Bid error or mistake rests with the Bidder.

2.6. Modification of Bids

2.6.1 A Bidder may modify its Bid in writing prior to the time and date designated for the receipt of Bids in [Section 3. Timeline](#) above.

2.6.2 The modification must conform in all aspects to the requirements and marking of Bids. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Bid.

- 2.6.3 In order to effect modification of a Bid, the Bidder must submit such modification, clearly stating what information/prices are being modified, in a sealed envelope prior to the Bid submission deadline according to the Bid submission procedures in this ITB.

2.7. Withdrawal of Bids

- 2.7.1 A Bidder may withdraw its Bid from consideration prior to the time and date designated for the receipt of Bids in [Section 3. Timeline](#) above.
- 2.7.2 In order to effect withdrawal of a Bid, the Bidder must (1) communicate in writing to the Procurement Specialist prior to the submission deadline specifically requesting to have their Bid withdrawn from consideration; and (2) sign a photocopy of the face of the Bid envelope confirming withdrawal of submission.
- 2.7.3 In the event of a verifiable Bid error that is not discovered until after Bid submission deadline, Bidder may effect withdrawal of the Bid with the discovered error according to the procedures detailed in this Section and Subsection 2.5.4 above as appropriate.
- 2.7.4 The withdrawn Bid will be returned to the Bidder. If Bidder chooses to resubmit the Bid, it must be received prior to the Bid submission deadline with a new date and time stamp.

2.8. Rejection of Bids

Library District reserves the right to reject any Bid for any reason including, but not limited to the following:

- 2.8.1 Any Bid which is incomplete or lacking necessary detail and specificity.
- 2.8.2 Any Bid which has any qualification, addition, limitation or provision attached to the Bid aside from exceptions properly made in accordance with [Section 6.6](#) below.
- 2.8.3 Any Bidder whom, in the sole judgment of Library District, lacks the qualifications or responsibility necessary to perform the work.
- 2.8.4 Any Bidder which is not approved as in compliance with the requirements for equal employment opportunity.
- 2.8.5 Any Bid for which a Bidder fails or neglects to complete and submit any qualifications information within the time specified by the Library District.
- 2.8.6 Any Bid submitted by a Bidder who is not registered or licensed as required by the laws of the state of Washington or local government agencies; and
- 2.8.7 Any Bidder deemed a non-responsible Bidder. In consideration for Library District review and evaluations of its Bid, the Bidder waives and releases any claims against Library District arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation and presentation of Bids submitted in response to this ITB.

2.9. Acceptance Period

Bids must provide sixty (60) calendar days for acceptance by Library District from the Bid Opening Date.

2.10. Most Favorable Terms

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

2.10.2 The apparent successful Bidder should be prepared to accept this ITB for incorporation into a resulting contract. Contract negotiations may incorporate some or the contractor's entire Bid. It is understood that the Bid will become a part of the official procurement file on this matter without obligation to Library District

2.11. Proprietary Information/Public Disclosure

All Bids received and all document submitted pursuant to this ITB shall become the property of Library District and remain confidential until a contract resulting from this request, if any, is signed by the Executive Director. 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.

2.12. Procedure When Only One Bid Is Received

If Library District receives a single responsive, responsible Bid, Library District shall have the right 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 Library District to assist in such analysis.

By conducting such analysis, Library District shall not be obligated to accept the single Bid. Library District reserves the right to reject such Bid or any portion thereof.

2.13. Protest Procedure

Protests may be made only by Bidders who submitted a response to this solicitation document. The Bidder is allowed two (2) business days from Bid Opening 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 Notice of Award. Protests may be submitted by e-mail but must be followed by the document with an original signature.

Bidders protesting this procurement shall follow the procedures described below.

Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidder under this procurement

2.13.1 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 ITB 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

2.13.2 Only protests stipulating an issue of fact concerning the following subjects shall be considered:

1. A matter of bias, discrimination or conflict of interest on the part of an evaluator;
2. Errors in computing the score;
3. Non-compliance with procedures described in the ITB document or Sno-Isle; and
4. Library District policy.

2.13.3 Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as (1) an evaluator's professional judgment on the responsibility of a Bidder, or (2) Library District' assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by Library District. Library District's Executive Director or an employee designated by the Executive Director who was not involved in the procurement. The Executive Director or designee will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder that also submitted a Bid, the affected Bidder(s) will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Specialist.

The final determination of the protest as rendered by the Library District Executive Director or employee designated by the Executive Director shall:

1. Find the protest lacking in merit and uphold Library District' action; or
2. Find only technical or harmless errors in Library District' acquisition process and determine Library District to be in substantial compliance and reject the protest; or

3. Find merit in the protest and provide Library District options which may include:
 - a. Correct the errors and re-evaluate all Bids;
 - b. Re-issue the solicitation document and begin a new process; and/or
 - c. Make other findings and determine other courses of action as appropriate.

2.13.4 If the Library District determines that the protest is without merit, Library District 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

2.14. Public Works and Prevailing Wages

The scope of work of the resulting contract may include services that are considered public works according to RCW Chapter 39.04. The resulting contract is subject to Chapters 39.12 and 49.28 RCW relating to prevailing wages, benefits, and other requirements. Bidders shall examine and be familiar with such requirements.

2.14.1 Payment of Current Prevailing Wage Rates

Pursuant to [Chapter 39.12](#) Revised Code of Washington (RCW), [Chapter 296-127](#) Washington Administrative Code (WAC), the Contractor shall pay not less than the prevailing wage rate determined by L&I Industrial Statistician.

Bidders shall comply with the current prevailing wage rates as of the Bid Opening date: **June 9, 2025**. The current prevailing wage rates for all classifications for Snohomish County and Island County are included as **Attachment G**.

The rate of prevailing wages shall be updated every year after the first year of the contract to the rates set as of the anniversary date of contract execution to comply with the most recent prevailing wages ([WAC 296-127-023](#)). The contract sum will be adjusted as necessary to reflect the cost of such wage increases.

2.14.2 Statements of Intent to Pay Prevailing Wage

The Library District shall initiate a new project online through the My L&I website: <https://secure.lni.wa.gov/home/>

Immediately after contract execution and before any invoices can be approved for payment on the project, the Contractor and any subcontractors must file a "Statement of Intent to Pay Prevailing Wages" in such portal under the project created by Library District. 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.

Contractor shall notify the Library District via email after receipt of filing and approval from L&I.

2.14.3 Invoice Requirements

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.”

2.14.4 Certified Payroll Reports

Contractor is required to file certified payroll reports online with L&I at least once per month. Payroll, wage, and cost records shall be retained, and may be audited or inspected at any time during the term of the contract for all contracted entities required to pay prevailing wages.

2.14.5 Assigning Appropriate Classification and Wage Rates

It is the sole responsibility of the contractor to assign the appropriate classification and associate wage rates to all laborers, workers, or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of L&I’s Industrial Statistician.

2.14.6 Exemptions for Workers with Disabilities

Section 14(c) of the Fair Labor Standards Act (FLSA), Employment of Workers with Disabilities, authorizes employers to pay wages lower than the established prevailing wages to workers whose earning capacity is impaired by physical or mental disabilities, including those related to age or injury, affecting the work to be performed. Payment of such reduced wages is permitted only after receiving a certificate from L&I’s Wage and Hour Division.

2.14.7 Exceptions to Prevailing Wages on Statements of Intent

In certain situations, the Contractor may indicate an exception on the Statement of Intent form that exempts the prevailing wage rates for the following workers:

1. Sole owners and their spouse;
2. Any partner who owns at least thirty percent (30%) of a partnership;
3. The president, vice-president, and treasurer of a corporation if they each own at least thirty percent (30%) of the corporation; or
4. Workers regularly employed on a monthly or per diem salary by state or any political subdivision by its laws.

2.14.8 Affidavits of Wages Paid

Annually, upon the contract execution anniversary date, Contractor and each

subcontractor shall then file the Affidavit of Wages Paid approved by the Industrial Statistician of Washington State Labor & Industries unless otherwise directed.

The annual Affidavit of Wages Paid must be filed online through the Contractor's Portal in My L&I website: <https://secure.lni.wa.gov/home/>.

Receipt of such approved Affidavit is required before Library District can pay the final invoice for each contract execution anniversary date. Contractor shall also ensure that each subcontractor likewise files an Affidavit. Contractor shall notify the Library District of filing along with a copy of the Affidavit(s).

No final payment will be made on this project 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.

2.15. Taxes

With the exception of Washington State sales tax, the Bidder shall include in the Bidder's proposed pricing all applicable taxes which the contractor would be required to pay for the work under this contract.

Sales tax will be excluded from Bids.

2.16. Minimum Insurance Levels Required

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

This contract is to be done at the Contractor's risk and acknowledges the conditions and other contingencies likely to affect the work and has included that in the Bid accordingly. 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.

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

Library District reserves and retains its rights of subrogation.

2.16.1 Commercial General Liability Coverage

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.

The Contractor agrees to repair and replace all property of Library District and all property of others damaged by itself, its employees, and

subcontractors, and agents.

2.16.2 Workers Compensation Coverage

All contractors and subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach of contract. This obligation survives final acceptance.

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Library District 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.

2.16.3 Automobile Liability Coverage

Contractor shall procure and keep in force during the term of the contract Automobile Liability covering vehicles owned, and non-owned vehicles used by, the Contractor, with policy limits of not less than one million dollars (\$1,000,000) per occurrence, using a Combined Single Limit for accident, bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those vehicles along with any other statutorily required automobile coverage.

2.17. Financial Resources and Auditing

If requested by the Library District, prior to the award of a contract, the Bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by the contract.

Library District shall be the sole judge in determining the contractor's financial fitness in carrying out the terms of the contract. If Library District determines that contractor is not able to satisfy Library District's assessment of financial fitness, Library District may award the contract to the next lowest responsive and responsible Bidder.

2.18. Bid Responses Become Property of Library District

All materials submitted in response to this request become the property of Library District. Selection or rejection of a Bid does not affect this right.

2.19. Codes and Standards

Contractor shall provide all work in accordance with all applicable codes that are in force at the time of the Bid submission for the jurisdiction in which the work is being performed. If the contractor does not meet the scope of the project, Library District reserves the right to terminate the contract and rebid the work.

2.20. Permits & Fees

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

2.21. No Commitment of Funds Until Contract Execution

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract and purchase order(s).

2.22. Billing Procedures and Payment

Library District will pay Contractor upon receipt of properly completed invoices (including L&I approved filings and required wording on invoices). A valid W-9 is required before any payment can be issued. The invoices shall describe and document to Library District' 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 dates and amounts of expenditures.

Payment shall be considered timely within thirty (30) calendar 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 Library District' filed Notice of Completion. Payment shall be sent to the address designated by the Contractor.

Library District 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.

3. TIMELINE

All deadlines listed below are Pacific Time. Anything received after that time may not be considered.

May 21, 2025	ITB Issued
May 30 2025	Questions about ITB from Potential Bidders Due by 2:00pm
May 30, 2025	Requests for Modifications to Supplemental Bidder Responsibility Criteria Due by 2:00pm
June 4, 2025	Addenda Issued (if necessary) Posted by 2:00pm
June 9, 2025	Bid Submissions Due <i>Bids must be received in-hand by Library District staff and time-stamped by 2:00 pm</i>
June 9, 2025	Bid Opening at 2:15pm Bid Opening to be held via Microsoft Teams: Click link to join Bid Opening Meeting ID: 257 779 168 729 4 Passcode: Xr6Fq7uN
	Dial in by phone +1 872-239-6205

	355548643# Phone conference ID: 355 548 643#
Estimated by July 2025	Contract Awarded

No official site visits will be scheduled by the Library District. Bidders are encouraged, but not required, to visit Library District locations.

Bidders' visits to Library District locations are restricted to the outdoors only.

Bidders may not ask questions of Library District staff outside the ITB's process outlined below in Section 4. Questions.

4. QUESTIONS

Questions surrounding this ITB must be submitted via email by the deadline for questions in [Section 3. Timeline](#). Questions made in person or via telephone will not be accepted.

Please send your questions or requests for modifications to the Supplemental Bidder Responsibility Criteria addressed as follows:

Joanna Armstrong
Procurement Specialist
vendorsubmissions@sno-isle.org

Responses to questions will be posted on Library District' website as an addendum to this ITB (<https://www.sno-isle.org/vendors/>; click on *Current Projects*) and will be distributed to all email addresses related to this Bid. Responses will be provided by **2:00pm (PST)** according to [Section 3. Timeline](#) above.

Bidders shall not seek additional information about the subject of this solicitation outside the process outlined in this ITB. Bidders found in violation of this restriction shall be disqualified from receiving an award from this ITB if Library District finds in its sole discretion that such actions were either a flagrant violation or conferred an unfair advantage to the Bidder.

5. SUBMITTING A BID

The Bid and all other documents required to be submitted with the Bid shall be enclosed in a sealed envelope marked "Bid Submitted by" followed by the name and address of the Bidder and the designated project name.

5.1. How to Submit a Bid

If you would like confirmation of receipt of Bid, please request via email to vendorsubmissions@sno-isle.org and provide the name of the Bidder, and the time and method of submission.

In order to be considered timely, Bids must be submitted in hard copy to the Service Center as described below in Subsections 5.1.1 and 5.1.2. In addition, Bids must also be sent electronically as described in Subsection 5.1.3 after timely submission of the

hard copy has been effected.

5.1.1 Hand-Delivered to Service Center

If the Bid is hand-delivered to the Service Center, it must be time-stamped before 2:00pm on the due date noted above in [Section 3. Timeline](#) by Library District staff at the following location:

Sno-Isle Regional Library Service Center
7312 35th Ave NE
Marysville, WA 98271
ATTN: Joanna Armstrong – ITB No. 2025.05.21

5.1.2 United States Mail

If mailed, Bid must be received on or before the due date noted above in [Section 3. Timeline](#) and addressed as follows:

Sno-Isle Regional Library
7312 35th Ave NE
Marysville, WA 98271
ATTN: Joanna Armstrong – ITB No. 2025.05.21

5.1.3 Follow up with Electronic Submission

The Bidder must also provide, along with the timely submitted sealed hard copy Bid, an electronic copy of the Bid after the sealed hard copy Bid has been opened emailed to vendorsubmissions@sno-isle.org.

Oral, telephonic, telefaxed, telegraphic submission of Bids, or electronic submissions made without a timely delivery of the hard copy as described above, are invalid means of delivery; any Bids submitted in such manner will be disqualified as non-responsive.

5.2. **Format of Bid**

5.2.1 To standardize responses and simplify comparison and evaluation of responses, all Bids 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 Bid under a single cover. The Bid 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.

5.2.2 *In keeping with Library District' environmental sustainability efforts, do not bind your Bid, nor include binders, report covers or unrequested indexing/divider pages. Use of recycled content paper is preferred.*

5.3. **Bid Forms, Terms and Conditions, Scope of Work and Specifications**

Bids must follow the details and specifications per the Scope of Work and Specifications (**Attachment A**), Bidder Forms (**Attachments B – F** and **Attachment**

I), the Prevailing Wage Rates (**Attachment G**), as well as the Contract Terms & Conditions (**Attachment H**).

Attachment A: Scope of Work and Specifications

Attachment B: Landscaping and Grounds Care Monthly Costs

Attachment C: Snow & Ice Removal Services by Location

Attachment D: Snow & Ice Removal Per-Visit Costs by Location

Attachment E: Sno-Isle Location Map

Attachment F: Bid Form

Attachment G: Prevailing Wage Rates

Attachment H: Contract Terms & Conditions

Attachment I: Bidder Responsibility Form

6. BID CONTENTS

The specific scope of work is detailed in the accompanying **Attachment A: Landscaping and Grounds Care & Snow and Ice Removal Services**. Bidders are requested to submit a Bid for the requirements defined herein.

In order for a Bid to be considered responsive and complete, the Bidder must include the following components and provide succinct information in enough relevant detail to demonstrate a thorough understanding of the necessary steps and tasks required to communicate and manage the services in this scope.

Bidder shall Bid all or partial items as required in this ITB in order to be considered responsive. In the event of a discrepancy between the unit price and the extended amount for a Bid item, the unit price will govern.

Failure to comply with the instructions contained in this Section may result in a Bidder's Bid being deemed incomplete and/or non-responsive and disqualified. The requirements included are grouped by subject matter but are not listed by importance. Bidders are encouraged to read all requirements prior to preparing a Bid.

6.1. Cover Letter

Please include the following in your cover letter:

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

6.2. Service Schedule

Provide a monthly work schedule for each location to include what days of the week will be worked and estimated time crew will arrive

6.3. 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.

Provide an organizational chart indicating lines of authority for adhering to such processes involved in performance of this ITB and contract.

6.4. Contingency or Risk Plan

The Bidder must identify potential risks which are considered significant to the services performed.

Identify how the Bidder would propose to effectively monitor and manage these risks and take action to mitigate such risks with contingency plans that help ensure completion of the work.

Bidder shall provide a safety plan, which includes safety protocols and/or guidelines on informing clients asks risks and

6.5. Bid Form and Costs

6.5.1 **Attachments B, D, and F** must be completed in their entirety and submitted as a part of this Bid.

Attachment B - Landscaping and Grounds Care Monthly Cost by Location

Attachment D - Ice Melt and Snow Removal Per-Visit Costs by Location

Attachment F - Bid Form

6.5.2 The Bid Form (**Attachment F**) shall be all-inclusive and must clearly state the total costs for the ITB specifications and the entire Scope of Work as detailed in Attachment A. The Bid costs shall include everything necessary for the prosecution and completion of the contract, including but not limited to the following administrative costs:

5. Freight, FOB to the designated delivery point, fuel surcharges, and any other fees related to delivery, if applicable;
6. All applicable non-sales taxes;
7. Cost of doing business (e.g. Intent/Affidavit filings, business registration fees, etc.);
8. 5% Retainage and 100% Payment/Performance Bond fees; and
9. Travel.

6.5.3 No other monies will be paid for items omitted by the Contractor, unless requested and written approval is provided by the Library District in advance

of contracting. Library District will not approve requests from the awarded Bidder for additional monies for omitted items which increases the total Bid price over the next lowest responsive and responsible Bidder.

6.6. Exceptions

6.6.1 Lawsuits and Liens

If applicable, Bidder shall include any exceptions to the certification and assurance as described below in [Subsection 7.2.1\(11\)](#).

6.6.2 Contract Exceptions

If applicable, Bidder shall include proposed exceptions to the contract terms and conditions in **Attachment H**, as detailed below in [Subsection 7.1](#).

7. CONDITIONS OF BID SUBMISSION AND AWARD

7.1. Awarded Contract Terms and Conditions

By submitting a Bid to this ITB, Bidder agrees to the terms and conditions of the resulting contract, which are detailed in **Attachment H**.

If Bidder objects to any of these terms, Bidder shall submit along with its Bid the proposed contract exceptions. Bidder may not make changes to the contract if it did not submit such contract exceptions with its Bid.

7.2. Certifications and Assurances

By submitting a Bid to this ITB, Bidder makes the following certifications and assurances as a required element of the Bid, understanding that the truthfulness of the facts affirmed below and the continuing compliance with these requirements are conditions precedent to award.

7.2.1 Bidder declares the following:

1. All answers and statements made in the submitted Bid are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single Bid.
3. The submitted Bid is a firm offer for a period of sixty (60) calendar days following receipt, and it may be accepted by the Library District without further negotiation at any time within that sixty (60) day period.
4. In preparing the submitted Bid, Bidder shall not be assisted by any current or former employee of Library District whose duties relate (or did relate) to the subject of this solicitation or prospective contract, and who assists in a manner other than their official public capacity. If there are exceptions to this assurance, Bidder shall describe them in full detail on a separate page attached to timely submitted Bid.

5. Library District will not reimburse Bidder for any costs incurred in the preparation of submitted Bid. All Bids become the property of Library District and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the Bidder's submitted Bid.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to Bid Opening, directly or indirectly, to any other Bidder, to any competitor, nor to the awarding agency.
7. The submission of Bidder's Bid constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, Bidder shall submit contract exceptions in detail on a page attached to the Bid.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
9. Bidder grants Library District the right to contact references and others who may have pertinent information regarding the ability of the contractor and the lead staff person to perform the services contemplated by this solicitation.
10. Bidder meets all licensing, insurance, accreditation, and registration requirements necessary for the performance of this scope of work.
11. There have been no lawsuits or liens filed against Bidder's insurance or bonding agencies within the previous 5 years. If there have been lawsuits or liens filed against Bidder's insurance or bonding agencies, Bidder shall attach them to the submitted Bid.

8. ATTACHMENTS

8.1. ATTACHMENT A

LANDSCAPING AND GROUND SERVICES & SNOW AND ICE REMOVAL
SERVICES SCOPE OF WORK

8.2. ATTACHMENTS B – F

LANDSCAPING AND GROUND SERVICES & SNOW AND ICE REMOVAL
SERVICES BID DOCUMENTS/FORMS

B – Landscaping and Grounds Care Monthly Costs

C – Snow & Ice Costs

D – Ice Melt Costs

E – Library District Location Map

F – Bid Form

Refer to Excel spreadsheet included in this ITB for Attachments B, C, D, E, and F.

8.3. ATTACHMENT G

SNOHOMISH AND ISLAND COUNTY PREVAILING WAGE RATES EFFECTIVE
06.09.2025

8.4. ATTACHMENT H

CONTRACT TERMS AND CONDITIONS

8.5. ATTACHMENT I

BIDDER RESPONSIBILITY FORM