

SNO-ISLE LIBRARIES
RFP No. 2025.09.19 MON
REQUEST FOR PROPOSALS
Monroe Library HVAC Replacement

Owner

Sno-Isle Regional Library (Library District)

Overview

Library District is soliciting Proposals from qualified vendors to provide HVAC services including the purchase, removal and installation of three (3) Lennox HS29-072-1Y 6-ton rooftop cooling units, and one (1) McQuay ALP019DS42-ER10 ~~1020~~-ton rooftop unit

Proposals Due

October 27, 2025

See [Section 3. Timeline](#) and [Section 5. Submitting a Proposal](#) for details

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

Estimated range: \$175,000 - \$245,000

Work Site

Monroe Library, 1070 Village Way, Monroe WA 98272

Site Walkthroughs

MANDATORY FOR ALL BIDDERS

September 30, 2025

Starting promptly at 8:00am and concluding at 10:00am

or

October 1, 2025

Start promptly at 1:00pm and concluding at 3:00pm

Bid Guaranty

No Bid Guaranty is required

Terms of Award

Contract will be awarded to the highest scoring and responsible Bidder according to the terms of this Request for Proposals.

Contents

1. PROJECT OVERVIEW AND SUBMISSION PROCESS2

2. GENERAL PROPOSAL TERMS7

3. TIMELINE 17

4. BIDDER QUESTIONS 18

5. SUBMITTING A PROPOSAL 18

6. PROPOSAL CONTENTS..... 19

6.1. Cover Letter20

6.2. Project Schedule20

6.3. Project Management20

6.4. Relevant Project Experience21

6.5. Equipment and Warranty.....21

6.6. Proposal Form and Costs.....21

6.7. Exceptions.....22

7. SELECTION PROCESS FOR AWARD22

8. CONDITIONS OF PROPOSAL SUBMISSION AND AWARD25

9. ATTACHMENTS.....26

1. PROJECT OVERVIEW AND SUBMISSION 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

This solicitation is run as a Request for Proposals (RFP) under RCW 39.04.290 to replace the Heating, Ventilation, and Air Conditioning (HVAC) systems at the Monroe Library branch.

The Library District is seeking proposals for how to complete this work and will award a contract based on the proposal that scores the highest according to the Evaluation Criteria described in [Section 7](#) of this RFP. While cost will be a significant factor in making award decisions, the Library District will select the proposal that offers the highest value to the Library District, which may not be the lowest Bidder.

Monroe Library has three (3) Lennox HS29-072-1Y 6-ton rooftop cooling units and one (1) McQuay ALP019DS42-ER10 ~~1020~~-ton rooftop unit. These units will need to be removed and replaced with new units. Due to rooftop accessibility a crane will be required for equipment removal and installation. Crane operations, laydown area and safety plan will be required.

Any quantities or descriptions of services herein are for bidding evaluation purposes only and represent Library District's estimated requirements. Library District shall not be obligated, limited, or restricted to the dollar value, quantities, or locations indicated. Library District shall not be obligated to purchase any items contained in this RFP.

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

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

All work must be completed no later than May 29, 2026.

Scheduled work will be coordinated with the Contractor and Library District's Facilities representative to ensure the May 29, 2026 deadline is met. The Contractor will have forty (40) business days to complete the work once new equipment has been received and a schedule has been established by the Contractor and Library District Facilities representative. Any deviation from this timeline must be negotiated

and approved by the Library District.

Please see Attachment A for more details on the scope of work.

1.3. Project Site

Monroe Library
1070 Village Way
Monroe WA 98272

1.4. Bidding Process

1.4.1 Site Walkthroughs

Bidder site walkthrough is mandatory. Proposals submitted from Bidders who did not sign in at the walkthrough will be rejected as nonresponsive in accordance with [Section 1.4.6.](#) below.

Location:

Monroe Library
1070 Village Way
Monroe, WA 98272

Bidders will meet with the Library District's Facilities representatives in the library lobby.

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.

Bidders shall not ask questions of Library District staff at any location other than the staff facilitating the walkthrough. All Bidder questions must follow this RFP's process outlined in Section 1.4.2 Communications and [Section 4. Questions](#) below. Bidder questions and answers captured at the walkthrough will be posted in a written addendum as described further below.

1.4.2 Communications

Upon release of this RFP, all communication outside the walkthrough as described above 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 RFP or responding to Bidder questions will be posted in 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 RFP. Any questions received after this deadline may not receive a response in the sole discretion of the Library District.

1.4.3 RFP Revisions, Clarification, and Addenda

Library District reserves the right to revise or amend the RFP 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 RFP. 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 **Proposal Submittal Procedures**

1. Library District will accept Proposals either by:
 - a. Email; or
 - b. United States mail

Bidders submitting Proposals by U.S. mail must additionally send a follow-up electronic copy of the Proposal, as described below in [Subsection 5.1 How to Submit a Bid](#).

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

1.4.5 **Evaluation of Proposals and Posting of Results**

1. Late Proposals will not be accepted.
2. This public works solicitation is being run as an RFP, rather than an ITB, in compliance with [RCW 39.04.290](#). Proposals will be evaluated in accordance with [Section 7. Selection Process for Award](#). Cost will be a factor in determining which Proposal to award, but it will not be the sole factor.
3. After the Proposal due date and time stated in [Section 3. Timeline](#) below, the Procurement Specialist will conduct an administrative review of all submissions to ensure they are complete and responsive in accordance with [Subsection 1.4.6. Responsive Proposal Determination](#) and [Section 6. Proposal Contents](#).
4. Within one (1) business day of completion of administrative review, the Library District will evaluate all timely, complete, and responsive Proposals. The highest scoring Bidder(s) who are determined to be responsible in accordance with [Subsection 1.4.7. Bidder Responsibility Determination](#).
5. Once final decisions are made, the Library District will post the award decision to the Library District's vendor and information website: <https://www.sno-isle.org/vendors/>.

1.4.6 Responsive Proposal Determination

Nonresponsive Proposals will be rejected and will not be scored. In order to be considered responsive, the Bidder must:

1. Attend the mandatory site walkthrough;
2. Confirm they can complete the project May 29, 2026; and
3. Include all elements and information as required in [Section 6. Proposal Contents](#) below.

Any Proposals that were submitted with any missing information as required by this RFP will be rejected as nonresponsive.

Any Proposals that were received outside the window for Proposal submission as required in [Section 3. Timeline](#) will be rejected as nonresponsive.

Proposals that are conditioned in any way will result in the Proposal being considered non-responsive.

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 RFP.

1.4.7 Bidder Responsibility Determination

1. 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.

2. Bidder Responsibility Determination Process

- a. The Library District will issue the Bidder Responsibility Form (**Attachment C**) to the highest scoring 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.
- b. In determining the responsibility of the Bidder, the Library District will consider Mandatory Bidder Criteria, and the Bidder's demonstration of their ability, capacity, and skill to perform the scope of work as described in this RFP.
- c. The Library District shall conduct a review to determine the selected Bidder's responsibility strictly in accordance with the requirements stated in this RFP 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. A 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) business days upon notification before a final determination on responsibility is reached. Final award will occur no earlier than two (2) business days subsequent to Bidder's receipt of the final notification of Bidder responsibility determination.

1.4.8 Award of Contract

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

1. Award to Highest Scoring and Responsible Bidder

A contract award, if any, will be made by the Library District to the highest scoring responsive, responsible Bidder. Library District shall have no obligations until an award is made and a contract has been executed.

2. Notice of Award

Library District shall issue a Notice of Award to the selected 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 Proposal, any portion of any Proposal, and/or all Proposals in their entirety or in part so long as doing so does not violate the terms of this RFP.

1.4.9 Contracting

1. Contract Overview

- a. The resulting contract is estimated to be valued between \$175,000 and \$245,000.
- b. The term of the resulting contract is expected to be up to one (1) year with final completion before May 29, 2026, 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. Work must be completed within forty (40) business days
- d. Before a contract can be sent for signatures, the awarded Bidder shall have submitted the Bidder Responsibility Forms, Certification of Insurance, and Endorsements of Additional Insured naming "Sno-Isle Regional Library."
- e. Library District reserves the right to purchase the goods or services described herein from other sources. The Contractor

does not have the exclusive right to fill all the Library District's requirements for the goods or services awarded.

- f. Purchase Orders will be issued by the Library District for the provision of services under the contract.
- g. 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 (option of bond or withholding) 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 PROPOSAL TERMS

2.1. Preference for Veteran, Minority, and Women Owned Business Participation

In accordance with Chapter 39.19 RCW, Library District encourages participation in all solicitations by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE) and/or Washington Department of Veterans Affairs (WDVA). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Bidders who submit such certification with their complete and responsive Proposal will receive preference points according to [Section 7. Selection Process for Award](#).

2.2. Proposal 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 the Proposal due date, 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 Proposal 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 of any obligations with respect to its Proposal or to any contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed, which is based on a lack of knowledge or misunderstanding of the contents of this RFP.
- 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 Proposal.
- 2.2.5 The Procurement Specialist may contact the Bidder for clarification of any portion of the Bidder's Proposal package.
- 2.2.6 All Proposals shall be signed by 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 to Propose

Library District will not be liable for any costs incurred by the Bidder 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.

2.5. Proposal Errors, Informalities, and Immaterial Irregularities

- 2.5.1 Prices set forth in the Proposal 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 errors, informalities, and immaterial irregularities when it is in the Library District's best interest and does not result in displacement of the top-scoring 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 Proposal;
2. The Bidder verifies the discrepancy;
3. The intended pricing/amounts is ascertainable from the face of the Proposal; and
4. Correction of the discrepancy does not result in displacement of a top-scoring Bidder.

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

- 2.5.4 Where the Proposal is readily susceptible to being interpreted as offering either one of two prices shown on the face of the Proposal, one which is low and the other is not, the Proposal must be rejected. If the evidence of arithmetical error or discrepancy is clear and convincing, the Bidder may be permitted to withdraw its Proposal in accordance with [Section 2.7 Withdrawal of Proposals](#) below.
- 2.5.5 In the event Bidder believes it made an error on its Proposal, which it did not discover until after the Proposal 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 Proposal 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 Proposal.
- 2.5.6 Any review by the Library District of a Proposal and/or any review of such claim of Proposal error creates no duty or liability on the Library District to discover any other Proposal error or mistake, and the sole liability for any Proposal error or mistake rests with the Bidder.

2.6. Modification of Proposals

- 2.6.1 A Bidder may modify its Proposal in writing prior to the time and date Proposals are due in [Section 3. Timeline](#) above.
- 2.6.2 The modification must conform in all aspects to the requirements and marking of Proposals. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Proposal.
- 2.6.3 In order to effect modification of a Proposal, the Bidder must submit such modification, clearly stating what information/prices are being modified, prior to the Proposal submission deadline according to the Proposal submission procedures in this RFP.

2.7. Withdrawal of Proposals

- 2.7.1 A Bidder may withdraw its Proposal from consideration prior to the time and date designated for the receipt of Proposals in [Section 3. Timeline](#) above.

- 2.7.2 In order to effect withdrawal of a Proposal, the Bidder must (1) communicate in writing to the Procurement Specialist prior to the submission deadline specifically requesting to have their Proposal withdrawn from consideration; and (2) sign a copy of the face of the Proposal's cover letter confirming withdrawal of submission.
- 2.7.3 In the event of a verifiable Proposal error that is not discovered until after Proposal submission deadline, Bidder may effect withdrawal of the Proposal 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 Proposal will be returned to the Bidder. If Bidder chooses to resubmit the Proposal, it must be received prior to the Proposal submission deadline with a new date and time stamp.

2.8. Rejection of Proposals

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

- 2.8.1 Any Proposal which is incomplete or lacking necessary detail and specificity.
- 2.8.2 Any Proposal which has any qualification, addition, limitation or provision attached to the Proposal aside from exceptions properly made in accordance with [Section 6.7](#) 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 Proposal 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 Proposal 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 Proposal, the Bidder waives and releases any claims against Library District arising from any rejection of any or all Proposals, including any claim for costs incurred by Bidders in the preparation and presentation of Proposals submitted in response to this RFP.

2.9. Acceptance Period

Proposals must provide sixty (60) calendar days for acceptance by Library District from the Proposal due date.

2.10. Most Favorable Terms

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

2.11. Proprietary Information/Public Disclosure

All Proposals received and all documents submitted pursuant to this RFP shall become the property of Library District and remain confidential until a contract resulting from this request, if any, is signed by the Library District. 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.

2.12. Procedure When Only One Proposal Is Received

If Library District receives a single responsive, responsible Proposal, Library District shall have the right to conduct a price or cost analysis on such Proposal. The Bidder 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 Proposal. Library District reserves the right to reject such Proposal 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 the Proposal due date 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 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

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 RFP document; 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 Proposal, 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's action; or
2. Find only technical or harmless errors in Library District's 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 Proposals;
 - 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 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 the Industrial Statistician for the Washington State Department of Labor & Industries (L&I).

Bidders shall comply with the current prevailing wage rates as of the Proposal due date in [Section 3. Timeline](#). The current prevailing wage rates for all classifications for Snohomish County are included as **Attachment D**.

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

At the close of the project, Contractor and each subcontractor shall then file the Affidavit of Wages Paid approved by the Industrial Statistician of L&I unless otherwise directed.

The 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. 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).

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.

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 Proposal 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 highest scoring responsive and responsible Bidder.

2.18. Proposals Become Property of Library District

All materials submitted in response to this request become the property of Library District. Selection or rejection of a Proposal 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 Proposal 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 the Library District's 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, Washington State Department of Revenue, and Employment Security Department, per Library District's 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.

September 19, 2025	RFP Issued
September 30, 2025 or October 1, 2025	<u>Mandatory Site Walkthrough</u> Bidders meet in the Monroe Library lobby Bidders are required to attend one (1) of the following scheduled site visits: <u>September 30, 2025</u> 8:00 am – 10:00 am <u>October 1, 2025</u> 1:00 pm – 3:00 pm
October 9, 2025	Questions about RFP from Potential Bidders Due by 2:00pm
October 16, 2025	Addenda Issued (if necessary) Posted by 2:00pm
October 27, 2025	Proposal Submissions Due <i>Proposals must be received by Library District staff and time-stamped by 2:00 pm</i>
November 14, 2025	Contract Awarded (approximately)

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

4. BIDDER QUESTIONS

Questions surrounding this RFP 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 to the Procurement Specialist as follows:

Joanna Armstrong
Procurement Specialist
vendorsubmissions@sno-isle.org

Responses to questions will be posted on Library District's website as an addendum to this RFP (<https://www.sno-isle.org/vendors/>; click on *Current Projects*). Responses to Bidder questions 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 RFP. Bidders found in violation of this restriction shall be disqualified from receiving an award from this RFP 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 PROPOSAL

The Proposal and all other documents required to be submitted with the Proposal shall be either emailed or mailed as detailed further below.

Bidders must identify their Proposal by the name and address of the Bidder and the designated project name and/or RFP number.

5.1. How to Submit a Proposal

If you would like confirmation of receipt of Proposal, 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, Proposals must be submitted as described below in Subsections 5.1.1 and 5.1.2 below.

5.1.1 Electronic Mail

Email the Procurement Specialist at vendorsubmissions@sno-isle.org and include the name and/or RFP number in the subject line of the email:

Monroe Library HVAC Replacement – RFP No. 2025.09.19 MON

Any emails that are caught in the spam filters and not received will be investigated to ascertain whether the submissions were sent on time.

Submissions that were not received on time due to technical challenges such as spam filters will be considered as submitted timely if Library District can confirm that the time stamp on the email was sent in advance of 2:00 pm Pacific Time deadline on the due date.

5.1.2 United States Mail

If mailed, the Proposal 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 – **RFP No. 2025.09.19 MON**

If mailed, the Bidder must also provide, along with the timely submitted hard copy Proposal, an electronic copy of the Proposal emailed to vendorsubmissions@sno-isle.org.

Bidders are encouraged to submit Proposals early to avoid any delays or errors in submission. Library District is not responsible for any technical difficulties that Bidders may experience, and late submissions may not be accepted.

Oral, telephonic, telefaxed, telegraphic submission of Proposals are invalid means of delivery; any Proposals submitted in such manner will be disqualified as non-responsive.

5.2. **Format of Proposal**

5.2.1 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.

5.2.2 In keeping with Library District's 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.

5.3. **RFP Requirements and Specifications**

Proposal submissions must follow the requirements and specifications of the whole RFP, including the Scope of Work (**Attachment A**), Proposal Form (**Attachment B**), Bidder Responsibility Form (**Attachment C**), and Prevailing Wage Rates (**Attachment D**).

Bidders must have reviewed the Contract Terms & Conditions (**Attachment E**) and include in final submissions any exceptions, additions, or alterations to such terms.

6. **PROPOSAL CONTENTS**

The specific scope of work is detailed in the accompanying **Attachment A**. Bidders are requested to submit a Proposal for the requirements defined herein.

In order for a Proposal 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.

Failure to comply with the instructions contained in this Section may result in a Bidder's Proposal 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 Proposal.

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 Proposal evaluation; and
4. The name, email address, and signature of a person authorized to bind Bidder to the terms of this Proposal.

6.2. Project Schedule

Please provide a realistic project schedule that meets the Library District's requirement of project completion by May 29, 2026 with no more than 40 business days between arrival of the purchased equipment and project completion.

Project schedule must contain, at a minimum, the following milestones:

1. Dates permits will be submitted and received
2. Order dates for purchase of new equipment including lead time
3. On-site mobilization
4. Start and end dates for demolition of current equipment
5. Start and end dates for installation of new equipment
6. Inspection dates
7. Commissioning and start-up

6.3. Project Management

6.3.1 Project Plan and Technical Approach

Please describe your understanding of the scope of work and provide a descriptive narrative of the technical approach and methodology in delivering the equipment and full scope of work as described in this RFP.

Include the steps and tasks required in a logical order that will meet project requirements and result in successful on-time completion.

6.3.2 Quality Control and Safety

Explain how the oversight of quality workmanship, safety, and on-time performance to schedule is managed to provide the most efficient, high quality project completion and best results.

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

Bidder must provide operational safety plan for any cranes, hoisting equipment, slings, or lifts. This plan must include details such as crane capacity, staging area, operational protocol (e.g. will buildings need cleared in area of crane operations) and safety protocols.

6.3.3 Risk Mitigation and Contingencies Plan

The Bidder must identify potential risks, lags, or other issues which are considered significant to the scope of work to be performed.

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

6.4. **Relevant Project Experience**

Please provide examples of three (3) previous public works projects that Bidder successfully completed on time in the past five (5) years that are of similar size and scope to the project described in this RFP.

The Library District prefers examples of previous work that took place in or around Snohomish County.

6.5. **Equipment and Warranty**

Please identify the new HVAC equipment the Bidder is proposing to replace the Monroe Library equipment described in Attachment A. Please include brand name and model numbers.

Please provide the length and details of manufacturer's warranty and installation warranty. Manufacturer's warranty should be a minimum of five (5) years. Bidder's installation warranty should be a minimum of one (1) year.

6.6. **Proposal Form and Costs**

6.6.1 The Proposal Form (**Attachment B**) must be completed in its entirety and submitted as a part of this Proposal.

6.6.2 If the Bidder is certified by OMWBE or WDVA as a veteran, women, or minority-owned business, Bidder shall indicate so on the Proposal Form and include evidence of such certification as part of the Bidder's submission.

6.6.3 The Proposal Form shall be all-inclusive and must clearly state the total costs for the RFP specifications and the entire scope of work as detailed in Attachment A. Costs shall include everything necessary for the prosecution and completion of the contract, including but not limited to the following administrative costs:

1. Costs of new equipment
 2. Cost to repair/refurbish/replace and install existing ducted cooling and heating coils.
 3. Costs of equipment rentals to perform the scope of work, if applicable
 4. Labor costs
 5. Demolition
 6. Inspections
 7. Permits
 8. Hazmat and disposal fees
 9. Other costs identified by the Bidder as needed to complete this scope of work, such as lagging, installation, painting, valve replacement, etc.
 10. Freight, FOB to the designated delivery point, fuel surcharges, and any other fees related to delivery
 11. All applicable non-sales taxes, including but not limited to B&O
 12. Administrative fees and overhead costs
 13. Cost of doing business (e.g. Intent/Affidavit filings, business registration fees, etc.)
 14. 5% Retainage and 100% Payment/Performance Bond fees
 15. Travel
- 6.6.4 No other monies will be paid for items omitted from the Proposal, 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 the Bidder knew or should have known about at the time of submitting its Proposal.

6.7. Exceptions

6.7.1 Lawsuits and Liens

If applicable, Bidder shall include any exceptions to the certification and assurance as described below in [Subsection 8.2\(4\)](#) and [Subsection 8.2.1\(11\)](#).

6.7.2 Contract Exceptions

If applicable, Bidder shall include proposed exceptions, additions, or alterations to the contract terms and conditions in **Attachment E**, as detailed below in [Subsection 8.1](#).

7. SELECTION PROCESS FOR AWARD

All timely and responsive Proposals will be evaluated by a team of at least three Library District staff members and will be scored according to the scoring matrix and evaluation

criteria stated below. The evaluation team members will score each Proposal independently and then a consensus meeting will be held to finalize scores.

7.1. Evaluation Criteria

The evaluation team will score each criteria below according to the Scoring Matrix in Section 7.2. Each criteria will be weighted according to the scale below and the highest scoring Proposal(s) will be awarded a contract.

Library District reserves the right to ask clarifying questions of any of the Bidders to better understand their Proposals.

Evaluation Criteria	Weight	Total Points
Project Schedule <i>Schedule submitted is realistic and guarantees a project completion date prior to May 29, 2026 with no more than 40 business days to complete the project.</i> <i>Evaluation includes equipment lead times</i>	3	15
Project Management <u>Project Plan and Technical Approach</u> <i>Technical approach and methodology addresses the full scope of work.</i> <i>Steps and tasks are in a logical order that will meet project requirements and result in on-time successful completion of the project.</i> <u>Quality Control and Safety</u> <i>Bidder describes quality control and safety protocols to the satisfaction of Library District.</i> <u>Risk Mitigation and Contingencies Plan</u> <i>Bidder clearly identifies potential risks.</i> <i>Bidder proposes reasonable plans to mitigate any risks, lags, or other issues to ensure the project is successfully completed on time.</i>	5	25
Relevant Project Experience <i>Bidder has demonstrated past experience of successful on-time completion of public works projects of similar size and scope.</i> <i>Experience in or around Snohomish County is preferred.</i>	2	10
Equipment and Warranty	2	10

<i>Equipment proposed is the exact model being replaced or a model listed in Attachment A – Scope of Work</i> <i>Minimum 5-year manufacturer's warranty.</i> <i>Minimum 1-year installation warranty.</i>		
Proposal Form and Costs <i>Bidder has presented a clear line-item breakdown of all associated costs.</i> <i>Total costs are within the estimated range.</i>	7	35
Veteran, Minority, and Women Owned Business <i>Bidders submit certification of their status.</i>	Y/N	5
Total Points Possible		100

7.2. Scoring Matrix

Members of the evaluation panel will assign scores on a scale of zero (0) to five (5) according to the general guidelines of the scoring matrix below.

Score	Description	Considerations
0	No Value	Proposal does not address any component of the scoring criteria.
1	Poor	Proposal only minimally addresses the requirements, is missing components, and/or information provided is not responsive to a portion, or all, of the requested information.
2	Below Average	Proposal demonstrates incomplete understanding of the request, does not respond adequately to all requested information, and/or has simply restated the requirements with no additional information.
3	Average	Proposal is considered to meet minimum requirements. Proposal shows an acceptable understanding of the request, provides sufficient detail to be responsive to this request, and demonstrates an acceptable level of experience.
4	Above Average	Proposal is thorough, detailed, and demonstrates a firm understanding of Library District's needs and ability to deliver high quality equipment and services to our standards.
5	Excellent	Proposal provided a detailed and thorough response to the requirements. Proposal clearly demonstrates a high level of skill, experience with, and understanding of, the scope of work as described in this RFP. Proposal demonstrates an ability to meet our unique needs and deliver services at a high level.

8. CONDITIONS OF PROPOSAL SUBMISSION AND AWARD

8.1. Awarded Contract Terms and Conditions

By submitting a Proposal to this RFP, Bidder agrees to the terms and conditions of the resulting contract, which are detailed in **Attachment E**.

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

8.2. Certifications and Assurances

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

8.2.1 Bidder declares the following:

1. All answers and statements made in the submitted Proposal 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 Proposal.
3. The submitted Proposal 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 Proposal, 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 Proposal.
5. Library District will not reimburse Bidder for any costs incurred in the preparation of submitted Proposal. All Proposals 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 Proposal.
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 the Proposal due date, directly or indirectly, to any other Bidder, to any competitor, nor to the awarding agency.
7. The submission of Bidder's Proposal 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 Proposal.

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 Proposal 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 five (5) years. If there have been lawsuits or liens filed against Bidder's insurance or bonding agencies, Bidder shall attach them to the submitted Proposal.

9. ATTACHMENTS

Attachment A: Scope of Work

Attachment B: Proposal Form

Attachment C: Bidder Responsibility Form

Attachment D: Prevailing Wage Rates

Attachment E: Contract Terms & Conditions