



# INVITATION TO BID

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SNOHOMISH LIBRARY AIR-COOLED CHILLER  
BID NO. 2020.04.24

# TABLE OF CONTENTS

OVERVIEW.....	3
BACKGROUND.....	3
PROJECT DESCRIPTION AND SCOPE OF WORK.....	3
TIMELINE.....	4
QUESTIONS REGARDING ITB.....	4
BID CONTENTS.....	5
BID SUBMITTAL/EVALUATION PROCESS.....	6
TERMS AND CONDITIONS.....	8
ATTACHMENTS.....	10

## 1. OVERVIEW

Sno-Isle Libraries is seeking services for a Public Works project with respect to an Air-Cooled Chiller due to control board obsolescence. The project is located at Snohomish Library, 311 Maple Ave., Snohomish, WA 98290. **Please provide a bid with (2) options:**

1. To upgrade the current system's control board panel.
2. To replace the whole air-cooled chiller system with a comparable like-for-like system.

Bids are due no later than **12:00 pm (Pacific local time), May 15, 2020**. The option selected is dependent upon budget and associated costs.

## 2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district serving more than 850,000 people in Snohomish and Island counties through 23 community libraries, mobile and online library services. The organization is headquartered at its distribution facility in Marysville, Washington.

## 3. PROJECT DESCRIPTION AND SCOPE

Below you will find detailed information regarding the current air-cooled chiller system:

- Reference the attached document, **Attachment A**, for the specification of the Air-Cooled Chiller Schedule, as well as the photo, **Attachment B**, for the Air-Cooled Chiller ID Tag.
- Disregard the boiler.
- The remainder of the Mechanical HVAC plans are also attached for further context of the system, **Attachments C-H**.
- HVAC controls are through ESC Automation, Delta Connects. It is required that both options interface with the BACnet protocol for complete functionality. Sno-Isle Libraries' point-of-contact at Delta Connects will be a part of the review process to ensure complete functionality.

**Attachments may also be found on Sno-Isle Libraries' website: <https://www.sno-isle.org/vendor/current-projects>.**

Insure the following scope is met within your option to upgrade the current system's control panel:

- Remove & dispose of all existing OEM chiller controls.
- Install all new chiller controls within the existing control cabinet.
- Provide & install new controls to properly sequence (4) four scroll compressors for capacity control.
- Provide & install new controls to properly stage (4) four condenser fans for head pressure control.
- Provide control of (4) four crankcase heaters.
- New chiller controls will sequence compressors to maintain the desired Chilled Water temperature.

**It is required that you schedule a site visit as part of the bid process to insure proper specifications are met.** Please contact Tom Kreinbring, Facilities Specialist, to coordinate at TKreinbring@Sno-Isle.org

The contractor will be responsible for properly maintaining the work site, for storing materials in a safe and secure manner until notice of completion is given, for removal and disposal of any and all debris generated by the work performed within 24 hours, and, upon completion, for cleaning the site to a pre-work condition. Note: Sno-Isle will not be held liable for any supplies, products, tools or materials left unsecured at the job site. Please secure your items as this is a public setting.

The contractor will be responsible for providing a detailed project schedule. The contractor will work with and schedule time with Sno-Isle Libraries' commissioning agent, Air Care Systems, throughout the project to work in tandem to achieve acceptance of project completion.

The contractor warrants that all work will be done in a workmanlike manner, to conform to current standard building practices and to meet or exceed any city code requirements. Work will be guaranteed against defects of materials based on its warranty and against defects in workmanship for the contractors warranty policy, after the date of completion.

The contractor warrants that all work will be performed by the company named within the bid. If the contractor uses subcontractors, the contractor agrees to be responsible for any part of the work that is subcontracted or assigned, and understands that the subcontractor and/or assignee must be licensed, bonded and follow all public works processes that Sno-Isle Libraries adheres to. Please attach a list of all subcontractors with company name, street address, phone number, email and list of work to be performed within the quote.

#### 4. TIMELINE

April 24, 2020	ITB issued
May 1, 2020	Questions due by 12:00 pm (Pacific local time)
May 5, 2020	Addenda issued (if necessary) by 12:00pm
May 15, 2020	Bids due at 12:00 pm (Pacific local time)
Week of May 11, 2020	Contract awarded
May 25, 2020	Rough Cut/Timeline due
June 22, 2020	Project completion

#### 5. QUESTIONS REGARDING ITB

##### 5.1 SUBMITTING QUESTIONS

Questions surrounding this ITB should be submitted via email to [vendorsubmissions@snoisle.org](mailto:vendorsubmissions@snoisle.org) in accordance with Section 4. Questions via telephone will not be accepted. Responses will be provided via email and posted on our website (<http://www.sno-isle.org/vendor/current-projects>).

## 6. BID

### 6.1 BID CONTENTS

Sno-Isle Libraries is looking for succinct answers with relevant information. Please limit your Bid to no more than a dozen pages.

**All bids submitted shall include the following:**

- *Cost Scenario(s), including scope of work / specifications and any permit fees associated*
- *Warranty Policy(ies)*
- *List of subcontractors*
- *Certification & Assurances (**Attachment I**)*
- *Statement of Contractor Information (**Attachment J**)*

#### 6.1.1 Budget/Cost Scenarios

Provide a not-to-exceed budget amount with high-level detail showing projected costs. Bidders may submit as many costs scenarios as desired. For each cost's scenario, include related assumptions and explanatory comments. Summarize the costs and attach all detail necessary to support the summarized costs. *Note: Bid costs must be all-inclusive and must include the hourly/daily rate, estimate number of hours/days to complete the project and a detailed estimate of all other costs, such as travel. No other monies will be paid for items omitted by the Bidder, unless requested and approved in advance in writing.*

#### 6.1.2 Signed Certifications and Assurances

Sign and submit the attached *Certifications and Assurances* as part of your Bid (**Attachment I**). The digital version is available here: <https://www.sno-isle.org/vendor/certs-and-assurances>.

#### 6.1.3 Prevailing Wage Requirements

The scope of work constitutes a public works project under WA State Law (WAC 296-127). Bidder is cautioned to take into consideration all statutory legal requirements, particularly the payment of prevailing wages, reporting requirements for the use of Subcontractors, 10% retainage withhold in lieu of retainage and payment performance bonds, notice of completion requirements, and sales tax implications in submitting a bid.

The current prevailing wage rates for all public works classifications for Snohomish County is included as **Attachment K** in the distributing email.

To be considered for awarding, the business must have completed or be "exempt" from the new Labor and Industry Prevailing Wage required training effective July 1, 2019.

## 6.2 SUBMITTING A BID

Bids may be submitted via email. Bids can include links or attachments to materials which support, validate or demonstrate the qualifications of the submitter. The format may be a Word or PDF document.

*Submit Bid to:*  
Karen Kramer, Procurement Specialist  
[vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org)  
Sno-Isle Libraries  
7312 - 35th Avenue NE  
Tulalip, WA 98271

**If you would like confirmation of receipt of the Bid, please request via email at the time of submission.**

Sno-Isle Libraries shall not be responsible for any costs incurred by the Bidder in preparing, submitting or presenting its response.

All Bids received after the designated time stated will not be considered.

## 6.3 MODIFICATION OF ITB

Sno-Isle Libraries reserves the right to “revise” or “amend” the ITB prior to the Bid due date by “written addenda.”

## 7. EVALUATION PROCESS

Sno-Isle Libraries’ staff will inform all bidders of the final decision via email once all of the Bids have been evaluated. Bids will be evaluated based on lowest cost meeting project scope.

Budget will be a determining factor in the ultimate decision to proceed with the project in 2020.

### 7.1 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

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

By conducting such analysis, Sno-Isle Libraries shall not be obligated to accept the single Bid. Sno-Isle Libraries reserves the right to reject such Bid or any portion thereof.

### 7.2 REJECTION OF BIDS

Sno-Isle Libraries reserves the right to request clarification of information submitted, and to request additional information from any Bidder. Sno-Isle Libraries reserves the right to reject any Bid for any reason including, but not limited to the following: (1) any Bid which is incomplete, obscure, irregular, or lacking necessary detail and specificity; (2) any Bid which has any qualification, addition, limitation, or provision attached; (3) any Bidder who (in the sole judgement of Sno-Isle Libraries) lacks the qualifications or responsibility necessary to perform

the work; (4) any Bid for which a Bidder fails or neglects to complete and submit any qualifications information, and (5) any Bid which is received after the deadline date and time.

### **7.3 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 to file a protest. Protests must be received by the Procurement Specialist no later than 8:00 a.m. on the third business day following the notification of intent to award a contract. Protests may be submitted by e-mail but must be followed by the document with an original signature.

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 Bids under this procurement.

**7.3.1** All protests must be in writing, addressed to the Procurement Specialist, and signed by the protesting party or an authorized Agent. The protest must state the Bid number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the ITB Document or Sno-Isle Libraries' policy.

**7.3.3** Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: (1) an evaluator's professional judgment on the quality of a Bid, or (2) Sno-Isle Libraries' assessment of its own and/or other agencies needs or requirements.

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

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

The final determination of the protest as rendered by the Sno-Isle Libraries' Executive Director or employee appointed by the Executive Director shall:

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

**7.4.5** Find only technical or harmless errors in Sno-Isle Libraries' acquisition process and determine Sno-Isle Libraries to be in substantial compliance and reject the protest; or

**7.4.6** Find merit in the protest and provide Sno-Isle Libraries options which may include:

- Correct the errors and re-evaluate all Bids, and/or
- Re-issue the solicitation document and begin a new process,
- Make other findings and determine other courses of action as appropriate.

If Sno-Isle Libraries determines that the protest is without merit, Sno-Isle Libraries may enter into a contract with the apparent successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

#### **7.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

All Bids received shall become the property of Sno-Isle Libraries and remain confidential until a contract, if any, resulting from this request is signed by the proper authorizing figure. After a contract is signed, all Bids received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Bid that is proprietary must be clearly marked or designated as “confidential” in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

#### **7.5 ACCEPTANCE PERIOD**

Bids must provide 60 days for acceptance by Sno-Isle Libraries from the Bid due date.

### **8. TERMS AND CONDITIONS**

The successful Bidder will be required to sign an Agreement with Sno-Isle Libraries. Sno-Isle Libraries will not sign any company’s services agreement, contract or any other form of agreement. Sno-Isle Libraries reserves the right to extract certain language from a company’s agreement and incorporate it into a Library contract, if mutually agreeable to both parties.

Sno-Isle Libraries will retain all rights to the finished product and all electronic, audio and / or graphic files including project files. After final cut is delivered, the producer will transfer all usable files to an external hard drive provided by Sno-Isle Libraries.

The Bidder, by submitting a response to this ITB, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this ITB.

Sno-Isle Libraries reserves the right to negotiate with the selected Bidder the exact terms and conditions of the contract agreement.

Sno-Isle Libraries is under no obligation to award this project to the Bidder offering the overall lowest fee or contract terms. Evaluation criteria, included in this document, shall be used in evaluating Bids.

#### **8.1 INSURANCE COVERAGE**

The Contractor is to furnish Sno-Isle Libraries with certificates of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.



The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance is in force, and a copy shall be forwarded to Sno-Isle Libraries within ten (10) days of the Contract effective date.

### **8.1.1 Commercial General Liability Insurance**

Contractor shall procure and keep in force during the term of this Contract Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this Contract, Contractor shall provide Sno-Isle with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Contractor's liability policy (ies), naming "ALL" Sno-Isle Libraries Locations, its officers, employees and agents as Additional Insureds. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Contractor agrees to repair and replace all property of Sno-Isle Libraries and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that he has familiarized himself with the conditions and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Sno-Isle Libraries reserves and retains its rights of subrogation.

## **8.2 HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless Sno-Isle Libraries, its officers, employees and agents from any and every claim and risk, including suits or proceedings for patent, trademark, copyright or franchise infringements, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Sno-Isle Libraries, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only of those losses resulting solely from the negligence of Sno-Isle Libraries, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Sno-Isle Libraries, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of

immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Sno-Isle Libraries, its officers, employees, agents and volunteers, the Contractor shall pay the same.

Thank you for considering this ITB and for the efforts you may undertake to submit a Bid.

## **9. ATTACHMENTS**

### **Attachment A**

- Air-Cooled Chiller Schedule specifications

### **Attachment B**

- Photo of ID Tag

### **Attachment C-H**

- Mechanical HVAC plans

### **Attachment I**

- Certifications and Assurances

### **Attachment J**

- Statement of Contractor Information

### **Attachment K**

- Snohomish County Prevailing Wage rates for April 24, 2020