



# REQUEST FOR PROPOSAL

---

SERVICE CENTER CANOPY MODIFICATION\_ 2020.03.13

## 1. OVERVIEW

Sno-Isle Libraries is seeking proposals for canopy modifications to construct a self-supported canopy adjacent to the existing canopy at the loading area of the Administrative Service Center located at 7312 35<sup>th</sup> Ave NE in Marysville, WA 98271. Proposals are due by 12:00pm (local time), April 10, 2020.

## 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

Attached you will find a PDF (**Attachment A**) of the architectural bid permit set documents for specifications. Insure your proposal contains these elements:

- Provide selective demolition to parking lot surfaces and roofing components.
- Construct a new steel canopy per plans that increases the size of the existing canopy layout by approximately 1300 sq. ft. Steel will be similar to existing conditions.
- Remove needed roofing and waterproofing assembly and integrate new waterproofing into the construction. New Thermoplastic Polyolefin (TPO) roofing will connect to existing roofing.
- Provide new exterior lighting at the underside of the canopy.
- Paint the new assembly with two coats of an exterior acrylic latex with a 25-year warranty (or longer) paint product which has been approved by Sno-Isle Libraries.
- Repair and finish parking lot surface and provide bollards for protection of new structure.
- Protect existing conditions during all on-site construction activities. The site will be occupied by the Owner during construction.

In line item format, please include the following within the proposal:

- All costs associated with materials, labor, supplies, administration, permit fees

The contractor will be responsible for properly maintaining the work site, for storing materials in a safe and secure manner, 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.

The contractor will be responsible for providing a detailed schedule, which will take into account coordination with Sno-Isle Libraries' Service Center's Circulation & Delivery Services as Sno-Isle Libraries will need to maintain access to at least one bay (thereby rotating trucks) at all times during construction so that we can get the trucks loaded/unloaded for their daily routes.

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, at minimum standard one (1) year from substantial completion, **placed within the quote.**

The contractor warrants that all work will be performed by the company named within the quote. 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

March 13, 2020	RFP issued
March 27, 2020	Questions due by 12:00pm (local time)
April 3, 2020	Addenda issued (if necessary)
April 10, 2020	Proposals due by 12:00pm (local time)
Week of April 13, 2020	Contract awarded
April 29, 2020	Rough Cut/Timeline due
June 24, 2020	Project completion

#### 5. QUESTIONS REGARDING RFP

##### 5.1 SUBMITTING QUESTIONS

Questions surrounding this RFP should be submitted via email to [Vendorsubmissions@sno-isle.org](mailto:Vendorsubmissions@sno-isle.org) in accordance with Section 4. Questions via telephone will not be accepted. Responses will be provided via email and posted on our website (<https://www.sno-isle.org/vendor/current-projects>) by 12:00pm (local time), April 3, 2020.

#### 6. PROPOSAL

##### 6.1 PROPOSAL CONTENTS

Sno-Isle Libraries is looking for succinct responses with relevant information. Please limit your Proposal to no more than a dozen pages. There is also a “**Certifications and Assurances**” (**Attachment C**) form and “**Statement of Contractor Information**” (**Attachment D**) that must be included as part of your Proposal.

##### 6.1.1 Budget/Cost Scenarios

It is highly suggested you schedule a tour of the facility to make assessments for budget/cost scenarios. These can be scheduled through Tom Kreinbring, Sno-Isle Facilities Specialist, at [TKreinbring@sno-isle.org](mailto:TKreinbring@sno-isle.org).

Provide a not-to-exceed budget amount with high-level detail showing projected costs. Proposers may submit as many costs scenarios as desired. For each costs scenario, include related assumptions and explanatory comments. Summarize the costs and attach all detail necessary to support the summarized costs. *Note: Cost Proposals 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 proposer, unless requested and approved in advance in writing.*

### **6.1.2 Signed Certifications and Assurances**

Sign and submit the attached Certifications and Assurances (**Attachment C**) as part of your Proposal. It can also be located 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). Proposer is cautioned to take into consideration all statutory legal requirements, particularly the payment of prevailing wages. The current prevailing wage rates for all public works classifications for Snohomish County is included as **Attachment B** 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.

Finally, please insure this statement is included in subsequent invoices:

**We certify that the prevailing wage were paid in accordance with pre-file statement or intent to pay prevailing wage on file with Sno-Isle libraries.**

## **6.2 SUBMITTING A PROPOSAL**

Proposals may be submitted via email. Proposals 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.

The deadline for submission/receipt is 12:00pm (local time), April 10, 2020.

Submit Proposal to:  
Karen Kramer, Procurement Specialist  
vendorsubmissions@sno-isle.org  
Sno-Isle Libraries  
7312 35th Avenue NE  
Marysville, WA 98271

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

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

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

## **6.3 MODIFICATION OF RFP**

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

## **7. EVALUATION PROCESS**

Proposals will be evaluated to consider how well the Proposal meets the objectives and scope of the project in the most efficient and professional manner at the most appropriate skill and technical level for a project of this size. It is important that the responses be clear and complete to ensure the evaluators can adequately understand all aspects of the Proposal.

The winning Proposal will be evaluated according to the following criteria:

- Quality:
  - Completeness
  - Best practice through clear definition of project roles
  - Understanding of services required and techniques for providing such services
  - Techniques for controlling time and cost throughout all phases of project
- Cost:
  - Evaluation of the accuracy and understanding of the costs submitted.
  - Evaluation of the Schedule of Values of all required costs breakdowns as detailed under **Section 6.1.1**.
  - Lowest cost identified and which guarantees that all project deliverables, objectives, and specifications will be met, and closely demonstrates that it is the best value to Sno-Isle Libraries.
- Reputations and References:
  - Relevant project experience as described through two (2) references and their useful contact information

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

Sno-Isle Libraries' staff will inform all proposers of the final decision via email once all of the Proposals have been evaluated.

Proposals will be evaluated based on the following scoring matrix:

<b>RFP SCORING CRITERIA</b>	<b><i>Points Possible</i></b>
<b>Quality*</b>	<b>50</b>
<b>Cost</b>	<b>40</b>
<b>Reputation &amp; Reference**</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>

\*Best proposal, most complete in intent for quality and performance – best practice through clear definition of project roles, understanding of services required and techniques for providing them, techniques for controlling time and cost throughout all phases.

\*\*Relevant project experience and useful contact information for two (2) references relevant to the project requirements and the committed individuals.

Sno-Isle Libraries will make its selection based on grading criteria above. If written or oral submittals are deemed necessary, we will inform the affected submitters.

### **7.1 PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED**

If Sno-Isle Libraries receives a single responsive, responsible Proposal, Sno-Isle Libraries shall have the right to conduct a price or cost analysis on such Proposal. The Proposer 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 Proposal. Sno-Isle Libraries reserves the right to reject such Proposal or any portion thereof.

### **7.2 REJECTION OF PROPOSALS**

Sno-Isle Libraries reserves the right to request clarification of information submitted, and to request additional information from any proposer. Sno-Isle Libraries reserves the right to reject any Proposal for any reason including, but not limited to the following: (1) any Proposal which is incomplete, obscure, irregular, or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation, or provision attached; (3) any proposer who (in the sole judgement of Sno-Isle Libraries) lacks the qualifications or responsibility necessary to perform the work; (4) any Proposal for which a proposer fails or neglects to complete and submit any qualifications information, and (5) any Proposal which is received after the deadline date and time.

### **7.3 PROTEST PROCEDURE**

Protests may be made only by Proposers who submitted a response to this solicitation document. The Proposer 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.

Proposers 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 Proposals 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 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.

**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 RFP 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 proposal, or (2) Sno-Isle Libraries' assessment of its own and/or other agencies needs or requirements.

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

In the event a protest may affect the interest of another Proposer that also submitted a proposal, such Proposer 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 proposals, 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 proposer. 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 proposals 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 Proposals received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Proposal that is proprietary must be clearly marked or designated as “confidential” in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

#### **7.5 ACCEPTANCE PERIOD**

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

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

The successful proposer will be required to sign a Contract 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 proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

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

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

#### **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 (cies), 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 proposal 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 RFP and for the efforts you may undertake to submit a Proposal.

## **9. ATTACHMENTS**

### **Attachment A**

Architectural Bid Permit Set Documents

### **Attachment B**

Snohomish County Prevailing Wage Rates effective March 13, 2020

### **Attachment C**

Certifications & Assurances

### **Attachment D**

Statement of Contractor Information