



INVITATION TO BID

MUKITEO LIBRARY REPLACEMENT 2-TON DUCTLESS, SPLIT
SYSTEM - BID NO. 2020.10.16

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1. OVERVIEW

Sno-Isle Libraries is seeking services for a Public Works project for a replacement 2-Ton split system servicing the data closet. The project is located at Mukilteo Library: 4675 Harbour Pointe Blvd., Mukilteo, WA 98275. **Bids are due no later than 12:00pm (Pacific local time), October 30, 2020.**

2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district serving more than 770,000 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 system:

- Reference the attached photos, **Attachments 1-8**, for existing conditions, model and serial numbers of the current Split System. It is located in a separate data closet in the back staff area and on the side of the library.
- Due to Covid-19 and ambiguity in the state of affairs, it is imperative the awarded contractor follows state guidelines to maintain a safe/clean environment and works closely with Sno-Isle Libraries' Facilities Dept. to schedule the work and acceptance of completion through a Sno-Isle Libraries' designated commissioning agent.
- Consider work areas that need to be closed off for the duration of the project, if necessary, and provide that detail in your bid.
- The library is open seven (7) days a week. An ideal schedule from the awarded contractor that considers the least number of impacts on the library's open hours and operations is preferred, and work may take place during open hours. Provide a schedule of days with work times. (Library hours: <https://www.sno-isle.org/mukilteo/>)
- Out of contractor's scope:
 - Electrical work to complete the job; new circuit to power indoor unit. Switching outdoor unit from 20 Amps to 25 Amps. Sno-Isle Libraries will handle this portion of the project.
 - No "as-builts" will be required for this small works project.
 - No DDC or Wifi controls/compatibility.

Insure the following scope is met:

- Demo existing Sanyo, Model #KS2472 for indoor and Model #CL2472 for outdoor, ductless unit and dispose of by EPA standards. Written statement from the contractor will suffice. No certificate will be needed to be provided.
- Remove and dispose of existing condensate pump on the ground. Install Gobi condensate pump mounted directly below the indoor unit.
- Run new insulated line set, per code, from the data closet room to the outdoor unit.
- Install new Daikin 24k wall mount unit in data closet room, install insulated line set and run drain line to outdoor.
- Install new Daikin 24k sky air A/C only M#RZR24TAVJU on existing concrete pad.
- Install wind baffle which will let unit run between 0-115 degrees.

- Evacuate system to 300 microns.
- Add factory charge R-410.
- Start and test.
- Permit costs, if applicable.
- Prevailing wages, intent and affidavit included.
- Manufacturer warranty information and standard, minimum (1) year labor warranty included.

It is recommended you make a site visit. To schedule, please contact Tom Kreinbring, Facilities Specialist, 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 Libraries 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

October 16, 2020	ITB issued
October 22, 2020	Questions due by 12:00 pm (Pacific local time)
October 26, 2020	Addenda issued (if necessary) by 12:00pm
October 30, 2020	Bids due at 12:00 pm (Pacific local time)
Week of November 2, 2020	Contract awarded
November 13, 2020	Rough Cut/Timeline due
December 1, 2020	Substantial project completion

5. QUESTIONS REGARDING ITB

5.1 SUBMITTING QUESTIONS

Questions surrounding this ITB should be submitted via email to 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 (<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 9**)*
- *Statement of Contractor Information (**Attachment 10**)*

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 9**). The digital version is available here: <https://www.sno-isle.org/vendors/certifications-and-assurances-form/>.

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, 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 11** 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
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.

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 (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 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

Attachments 1-8

- Photos of existing conditions and specs of current Split System

Attachment 9

- Certifications and Assurances

Attachment 10

- Statement of Contractor Information

Attachment 11

- Snohomish County Prevailing Wage rates for October 16, 2020