



SNO-ISLE LIBRARIES – REQUEST FOR PROPOSAL

SERVICE WINDOWS - RFP NO. 2020.11.13

1. OVERVIEW

Sno-Isle Libraries is seeking services to install service windows at select locations across the library district. These will be used to support contact free pickup of books and materials at the locations. **The deadline for submissions is 2:00pm (PST), November 27, 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 24 community libraries, mobile and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

3. PROJECT DESCRIPTION AND SCOPE OF WORK

3.1 Proposers are requested to submit a Proposal for the project management requirements defined herein. The Proposer must provide an understanding in enough detail to demonstrate a thorough understanding of the necessary steps and tasks required to communicate and manage a successful project.

- The service window sash's sill must not be higher than 36" from the ground to maintain compliance with ADA guidelines for each location, where possible, given existing conditions. This may entail "floating" sashes at select locations.
- In the proposal provide One (1) or as many options of either vinyl, aluminum, or a combination cladding material for the service window's sash. The service window should match likeness/be comparable to the existing window's frame and color. Schedule is an evaluation factor, therefore only propose materials that are readily available/in stock.
- Depending on the width of the existing window please quote either a "slide by" option or "slide up" option.
- Glass makeup to match adjacent.

- All windows to be lockable from the inside.
- Provide “mockup” renderings of each location’s proposed service window and how it sits within the existing window along with the service window’s dimensions, the quantity of panes and the glass’s “u-factor”.
- Provide a tentative schedule to highlight how the vast majority of locations can be completed before December 31, 2020.
- Proposer to verify all measurements.
- Site visit is recommended.
- Provide minimum One (1) year labor warranty and materials warranty within proposal.
- See attached PDF of each library location and staff hours, existing conditions and the window’s frame-to-frame measurements.
- *Awarding does not imply all sites will be selected for service windows. Sno-Isle Libraries’ reserves the right to choose with location(s) to move forward with and if multiple are selected, their order of importance.*

3.2 Prevailing Wage Requirements

The scope of work constitutes a public works under WA State Law (WAC 296-127). Proposer 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 withheld 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 and Island Counties is included as **Attachment D** in the distributing email.

4. TIMELINE

November 14, 2020	RFP Issued
November 18, 2020	Questions Due by 2:00pm (PST)
November 20, 2020	Addenda Issued (if necessary) by 12:00pm (PST)
November 27, 2020	Proposals Due by 2:00pm (PST)
November 30, 2020	Contract Awarded
Week of November 30, 2020	Timeline Due
December 31, 2020	Substantial Completion

5. QUESTIONS REGARDING RFP

Questions surrounding this RFP should be submitted via email to the Procurement Specialist at vendorsubmissions@sno-isle.org in accordance with Section 4. The Procurement Specialist is the sole point of contact at Sno-Isle Libraries for questions regarding this solicitation. Questions via telephone will not be accepted. Responses to questions will be posted on Sno-Isle Libraries' website as an addendum to this RFP, and will be distributed to all email addresses related to this Proposal. Responses will be provided in accordance with Section 4.

6. PROPOSAL

6.1 Proposal Contents

While we have called out a specific location for the service window at each library, we would consider other locations to be proposed given your professional experience and field knowledge. We lack in depth knowledge in the world of glazing. If you choose to propose a different service window location, please provide it as an option and follow the process under Section 6.1.4.

Sno-Isle Libraries is looking for succinct answers with relevant information. There is also a Certifications and Assurances form (**Attachment B**) and Statement of Contractor Information form (**Attachment C**) that must be filled out, signed, and included as part of your Proposal.

6.1.1 Cover Letter

Please include the following:

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

6.1.2 General Company Profile and Experience

Briefly provide general information about the firm's experience, capabilities, and length of time the firm has been in the business of performing work of a similar nature.

6.1.3 Format

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 10 single-sided pages, not including dividers and covers. Minimum font size shall be eleven (11) point.

6.1.3.1 Licensing and Certification: Provide proof of any and all current licensing required by the State of Washington for performing this type of work in conjunction with public works projects. List any professional certifications, registrations, and licenses pertaining to this project.

6.1.3.2 Experience & Key Personnel: Identify key staff, and primary project manager who will be assigned to the project and contract. Indicate the experience, responsibilities, and qualifications of such personnel, and include the amount of time each will be dedicated to the project. Include information supporting an individual's particular skill sets related to this project; their education, experience, significant accomplishments and any other pertinent information.

6.1.3.3 Technical Approach, Quality of Materials, & Scope of Work: The Proposer shall state its understanding and approach in delivering the project and scope of services as listed in **Section 3.1**. The Proposer shall detail the quality of materials chosen based on renderings provided and materials proposed (see **Attachment A**).

6.1.3.4 Quality Control & Safety: Explain how the oversight of quality workmanship, safety, and on-time performance to schedule is managed to provide the most efficient completion and best results. Also provide an organizational chart indicating lines of authority for adhering to such processes involved in performance of this RFP and contract.

6.1.3.5 References & Similar Work: Provide references within the last five years for projects of similar work, scope duration, and/or size that will help Sno-Isle Libraries determine the best fit, skill level, experience, and coordination level required for this project.

6.1.3.6 Contingency or Risk Plan: The Contractor must identify potential risks which are considered significant to the success of the project. Identify how the Contractor would propose to effectively monitor and manage these risks, and take action to mitigate such risks with contingency plans that help insure successful on time substantial completion of the project.

6.1.3.7 Warranty: Provide a complete description of the warranty to be included and guaranteed for materials, labor, and services provided in the performance of this contract.

Failure to comply with the instructions contained in this section may result in a Contractor's Proposal being deemed non-responsive and disqualified. The requirements included are grouped by subject matter, but are not listed by importance. Vendors are encouraged to read all requirements prior to preparing a Proposal.

6.1.4 Budget / Cost Scenarios

Identify in the Proposal the cost amount that best meets the objectives and scope of the project.

Provide a not-to-exceed proposed amount with high-level detail showing projected costs that best meet the objectives and scope of the project. Summarize the costs and attach all detail necessary to support the summarized costs. Identify all cost elements, materials, labor, and administrative tasks, etc. relative to the completion and closure in the performance of this project and RFP.

Submit a comprehensive budget including all associated costs and staff expenses necessary to accomplish the required tasks and deliverables based on your understanding of the RFP specifications and Service Window Locations, Measurements, and Existing Conditions sheet (**Attachment A**). Costs for subcontractors are to be identified and broken out separately according to trade and objective relative to the project scope. Additional cost details for all subcontractors is beneficial but not required.

Note: The Cost Proposal 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 filing fees and travel.

No other monies will be paid for items omitted by the Proposer, unless requested and approved in advance in writing.

6.1.5 References

Provide contact information for three references who can describe work you have done which is similar or related to the information we are seeking.

6.1.6 Signed Certifications & Assurances

Sign and submit the Certifications and Assurances (**Attachment B**) as part of your Proposal.

6.1.7 Signed Statement of Contractor Information

Sign and submit the Statement of Contractor Information (**Attachment C**) as part of your Proposal.

6.2 Submitting a Proposal

Proposals may be submitted via email, mail, courier, or in-person. Proposals should be in writing and 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 Proposal to:

Karen Kramer, Procurement Specialist
vendorsubmissions@sno-isle.org
Sno-Isle Libraries
7312 35th Ave NE
Marysville, WA 98271

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

Sno-Isle Libraries shall not be responsible for any costs incurred by the firm preparing, submitting or presenting its response to the RFP. All Proposals received after the designated time stated may not be considered.

6.3 Revision / Rejection of Proposals

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

7. EVALUATION PROCESS

7.1 Criteria

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:

- 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 6.1.4**.
 - 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.
- Project Rational / Method (as detailed in **Section 3.1**):
 - Project Approach (Explain why your Proposal is the best and what sets your method apart from other Proposers.)
 - Project Deliverables
 - Project Work Plan
- Schedule of Work
 - Project schedule based on a substantial completion date of December 31, 2020, assuming all library locations are selected.
- Quality
 - Based on renderings provided and materials proposed (see **Attachment A**)

- Qualifications (as detailed in **Section 6.1.3.1 thru Section 6.1.3.7**):
 - Experience & Key Personnel
 - Quality Control & Safety
 - References & Similar Work
 - Contingency or Risk Plan
 - Warranty

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

7.2 Scoring Matrix

CRITERIA	WEIGHT
COST	30%
PROJECT RATIONALE / METHOD	20%
SCHEDULE OF WORK	20%
QUALITY OF PROPOSED MATERIALS	20%
QUALIFICATIONS / REFERENCES	10%
TOTAL	100%

8. TERMS AND CONDITIONS

8.1 Minimum Qualifications and Bidder Responsibility Criteria

Proposers must comply with the requirements of Bidder Responsibility Criteria as set forth in RCW 39.04.350 and RCW 39.06.02 and must be regularly engaged in providing the services quoted. A qualified contractor shall be defined to mean one which has provided such services for a minimum of five (5) years. Proposals from other than qualified and responsible contractors may be rejected as non-responsive.

To qualify for bidding on the contract, Proposers must be on the current (at the time of bid-opening) Sno-isle Libraries' Small Works Roster. This Roster is maintained by the Municipal Research & Services Center (MRSC – <https://mrscrosters.org/>). Proposers are expected to maintain annual registration on Sno-Isle Libraries' MRSC Roster.

8.2 Qualification of Proposers

Sno-Isle Libraries reserves the right to investigate Proposers as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Proposers shall furnish to Sno-Isle Libraries all such information and data as required for this purpose. Sno-Isle Libraries also reserves the right to reject any Proposal if evidence submitted by Proposer, or in Sno-Isle Libraries' investigation of Proposer, fails to satisfy Sno-Isle Libraries that the Proposer is properly qualified to meet the obligations of the Contract.

The Statement of Contractor Information (**Attachment C**) must be completed and submitted with the Proposal to comply with RCW 39.04.350.

8.3 Proposal Award / Award of Contract

Sno-Isle Libraries shall issue a Contract to the successful Proposer. Work may proceed when the following conditions have been met:

- The Contract has been awarded and fully executed by both parties
- A Certification of Insurance, with Sno-Isle Libraries and related locations name as additional Insureds, has been received by the Procurement Specialist
- A Statement of Intent to Pay Prevailing Wages for the Contractor, and any and each subcontractor, has been submitted and approved by the Department of Labor & Industries

8.4 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.

8.5 Cost of Proposal

Sno-Isle Libraries will not be liable for any costs incurred by the Proposer 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.

8.6 Rejection of Proposals

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 or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; (3) any Proposer whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4) any Proposer which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by Sno-Isle Libraries; and (6) any Proposal submitted by a Proposer who is not registered or licensed as required by the laws of the state of Washington or local government agencies. In consideration for Sno-Isle Libraries review and evaluations of its Proposal, the Proposer waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

8.7 Acceptance Period

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

8.8 Most Favorable Terms

8.8.1 Sno-Isle Libraries 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 Proposer can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Proposer for clarification of its Proposal.

8.8.2 The Apparent Successful Proposer should be prepared to accept this RFP for incorporation into a Contract resulting from this RFP. Contract negotiations may incorporate some or the Proposer's entire Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to Sno-Isle Libraries.

8.9 Proprietary Information / Public Disclosure

All Proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract resulting from this request, if any, is signed by the Executive Director. 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.

8.10 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 Proposer under this procurement.

8.10.1 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.

8.10.2 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.

8.10.3 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:

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

8.10.3.2 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

8.10.3.3 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.

8.11 References (Mandatory)

List names, addresses, telephone numbers and e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. Do not include current Sno-Isle Libraries staff as references. By submitting a Proposal in response to this RFP, the Proposer grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries' perspective, may have pertinent information.

8.12 Responses Become Property of Sno-Isle Libraries

All materials submitted in response to this request becomes the property of Sno-Isle Libraries. Selection or rejection of a response does not affect this right.

8.13 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 Sno-Isle Libraries, 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.

8.14 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. Sno-Isle Libraries 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.

8.15 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.

8.16 Permits & Fees

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

8.17 Commitment of Funds

No cost chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract.

8.18 Intents & Affidavits

Before any work begins on the project, the Contractor and any subcontractors must file a “*Statement of Intent to Pay Prevailing Wages*” with the Industrial Statistician of the Department of Labor and Industries (L&I). 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. No payment will be made on this project until the Contractor and each subcontractor has submitted an approved L&I “*Affidavit to Pay Prevailing Wages*” with the properly completed invoice(s) for the period.

8.19 Billing Procedures and Payment

Sno-Isle Libraries will pay Contractor upon receipt of properly completed invoices (including L&I approved filings and required statutory wording on invoices). A valid W-9 is required before any payment can be issued. The invoices shall describe and document to Sno-Isle Libraries’ 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 what was expended and when.

Payment shall be considered timely if made by Sno-Isle Libraries within thirty (30) days after receipt of properly completed invoices, approved L&I filings, and releases upon completion of the project from the three (3) agencies, L&I, Department of Revenue and Employment Security Department, per Sno-Isle Libraries’ filed Notice of Completion. Payment shall be sent to the address designated by the Contractor.

Sno-Isle Libraries 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.

8.20 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.

8.21 Subcontractors

The Contractor shall, in all its subcontract agreements, insure that all subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Sno-Isle Libraries, 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 Sno-Isle Libraries 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.

9. ATTACHMENTS

ATTACHMENT A: Service Window Locations, Measurement, and Existing Conditions

ATTACHMENT B: Certifications & Assurances

ATTACHMENT C: Statement of Contractor Information

ATTACHMENT D: Prevailing Wage rates for Snohomish and Island Counties dated November 13, 2020