REQUEST FOR PROPOSAL

LIBRARY HOLD LOCKERS_ 2020.12.22
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1. OVERVIEW

Sno-Isle Libraries is seeking Proposals from qualified Vendors for the purpose of obtaining information and firm proposals for the purchase of equipment, software, and services to install hold lockers at two (2) library locations as a pilot project.

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 Service Center in Marysville, Washington.

3. PROJECT DESCRIPTION AND SCOPE OF WORK

3.1 Project Description

Sno-Isle Libraries seeks comprehensive and full-service solutions for providing library lockers for the pickup of books and other circulated library materials by patrons of Sno-Isle Libraries.

- This is a pilot project that will involve two (2) libraries to be named later in the process.
- The contract will be for the purchase and installation of two (2) hold lockers, plus all software, services, and support available to maintain the lockers.
- In the Proposal, the assumption shall be made that locker installation will be external to the library building and facing a parking lot for quick self-service access.
- Successful Vendor shall be required to assume responsibility for delivery of goods and /or services as defined in the contract.

3.2 Specific Requirements

3.2.1 Scoring Definitions

The following definitions shall apply to this section:

“(M)” indicates that a requirement is mandatory. For more information about mandatory requirements, see Section 7.

“(D)” indicates that a requirement is desired. For more information about desired requirements, see Section 7.

“(MS)” indicates that a requirement is mandatory scored. For more information about mandatory scored requirements, see Section 7.

“(DS)” indicates that a requirement is desired scored. For more information about desired Scored requirements, see Section 7.

Proposals should address and describe how they will meet the following requirements:
<table>
<thead>
<tr>
<th>REQUIREMENT CATEGORY</th>
<th>REQ. NUMBER</th>
<th>REQUIREMENTS</th>
<th>(M), (MS), (D), (DS)</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASE FUNCTIONALITY</strong></td>
<td></td>
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<tr>
<td></td>
<td>1.1</td>
<td>Describe all software, hardware, and/or integrations that are required in order to enable functionality from the proposed solution. If the Proposal requires the purchase of specialized software or hardware in order to achieve the full use of the equipment or technology, the Proposal must identify the software or hardware along with an associated estimated cost of the purchase and any annual licensing and/or maintenance fees. If the Proposal requires connectivity to a particular software system in order to achieve the full use of the equipment or technology, the Proposal must specify the software system.</td>
<td></td>
<td>MS 3</td>
</tr>
<tr>
<td></td>
<td>1.2</td>
<td>Describe the Vendor’s recommended solution(s) for locker installation at two (2) Sno-Isle Libraries’ locations. Note that locations have not yet been selected. In the Proposal, assume that locker installations will be external to the library building and will be facing a parking lot for quick self-service access. In the recommendation, include (1) a description of the equipment and technology used in the recommendation, (2) description of the function and workflow of the solution, and (3) the modularity of the proposed solution.</td>
<td></td>
<td>MS 3</td>
</tr>
<tr>
<td></td>
<td>1.3</td>
<td>Provide a complete description of the warranty to be included and guaranteed for materials, labor, and services provided in the performance of this contract.</td>
<td></td>
<td>MS 1</td>
</tr>
<tr>
<td></td>
<td>1.4</td>
<td>Describe a detailed project implementation plan and estimated timeline (include number of days for execution of plan after contract signing).</td>
<td></td>
<td>MS 1</td>
</tr>
<tr>
<td></td>
<td>1.5</td>
<td>Describe the physical requirements of the proposed solution and the requirements of the space it is to be placed within (i.e. space constraints, surface constraints, required data/power connections, etc.).</td>
<td></td>
<td>M N/A</td>
</tr>
<tr>
<td></td>
<td>1.6</td>
<td>Describe the infrastructure of all aspects of the proposed solution including where information is stored (e.g. hosted solution, web-based SAAS, on-premise solution, etc.)</td>
<td></td>
<td>M N/A</td>
</tr>
<tr>
<td><strong>2. SERVICE DELIVERY</strong></td>
<td>2.1</td>
<td>Describe how the proposed solution allows a customer to request their material be routed to the lockers.</td>
<td></td>
<td>MS 3</td>
</tr>
<tr>
<td></td>
<td>2.2</td>
<td>Describe how the proposed solution allows customers to track their requests.</td>
<td></td>
<td>MS 3</td>
</tr>
<tr>
<td></td>
<td>2.3</td>
<td>Describe how the proposed solution allows a customer to collect and check out the materials they have requested from lockers.</td>
<td></td>
<td>MS 3</td>
</tr>
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<tr>
<td><strong>2.4</strong></td>
<td>Describe how items may be excluded from being requested within the proposed solution.</td>
<td>DS 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.5</strong></td>
<td>Describe how collections may be excluded from being requested within the proposed solution.</td>
<td>DS 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.6</strong></td>
<td>Describe how customers may be excluded from being able to place requests within the proposed solution.</td>
<td>DS 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.7</strong></td>
<td>Describe how the proposed solution identifies and manages locker capacity to ensure locker space exists as requested material comes in.</td>
<td>DS 1</td>
<td></td>
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</tr>
<tr>
<td><strong>2.8</strong></td>
<td>Describe how the proposed solution allows the library to add fields to, modify, or remove any or all fields from the user interface.</td>
<td>DS 1</td>
<td></td>
<td></td>
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<tr>
<td><strong>3. COMMUNICATION</strong></td>
<td></td>
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<tr>
<td><strong>3.1</strong></td>
<td>Describe how the proposed solution notifies customers about their requests. Identify whether this is a function of an integration or whether it is native to the proposed solution.</td>
<td>MS 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3.2</strong></td>
<td>Describe how the library may configure/customize the notifications sent to customers within the proposed solution.</td>
<td>DS 1</td>
<td></td>
<td></td>
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<tr>
<td><strong>4. REPORTING</strong></td>
<td></td>
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<tr>
<td><strong>4.1</strong></td>
<td>Describe how the proposed solution provides (1) standard reports, (2) reports that can be modified by an administrator, and (3) reports that can be modified by an administrator and shared with others.</td>
<td>MS 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4.2</strong></td>
<td>Describe how the proposed solution allows technicians to create custom reports.</td>
<td>DS 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EASE OF ADMINISTRATION**

<table>
<thead>
<tr>
<th><strong>5. VENDOR SUPPORT SERVICES</strong></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>5.1</strong></td>
<td>Describe technical support available for the proposed solution. In your description, include the channels of communication that are available (i.e., chat, email, phone, forums), escalation strategy, target response times, and any Vendor-sponsored online forums or message boards with an active user community.</td>
<td>MS 2</td>
</tr>
<tr>
<td><strong>5.2</strong></td>
<td>Describe the support available for the setup and implementation of the proposed solution. In your description, include the types of managed services or support services offered for the implementation and maintenance of the system.</td>
<td>DS 2</td>
</tr>
<tr>
<td><strong>5.3</strong></td>
<td>Describe what services or partnerships exist to assist with service delivery, delivery of materials, and streamlining library processes.</td>
<td>DS 1</td>
</tr>
<tr>
<td>Section</td>
<td>Requirement</td>
<td>Description</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>REMOTE SUPPORT</td>
<td>6.1</td>
<td>Does the proposed solution provide or integrate with a tool that allows technicians to remotely troubleshoot or configure the proposed solution? If so, please provide a brief description of this tool, including how it is accessed, what features of the proposed solution are supported through remote access, and whether the tool is built in or external to the proposed solution.</td>
</tr>
<tr>
<td>TRAINING</td>
<td>7.1</td>
<td>Provide a description of all training and knowledge transfer available for the proposed solution for all persons affected by the proposed solution, including end-users and administrators. Include a description of any different delivery methods (e.g., online, in person, WebEx or similar), course materials provided, and the number of staff included without incurring additional charges for attendees.</td>
</tr>
<tr>
<td>INTEGRATION</td>
<td>9.1</td>
<td>Describe if and how the proposed solution can (1) populate customer accounts from Sno-Isle Libraries’ ILS (Polaris), (2) support synchronization between it and Sno-Isle Libraries’ ILS (Polaris), and (3) allow for the selection of certain data to be imported from Sno-Isle Libraries’ ILS (Polaris). Provide a comprehensive list of all compatible ILS’s.</td>
</tr>
<tr>
<td></td>
<td>9.2</td>
<td>The proposed solution must be able to meet security requirements based on an accepted framework (e.g. NIST, ISO, etc.). Describe all IT Security Compliance certifications, attestations or audits your systems have earned (e.g. SOC2, PCI, etc.)</td>
</tr>
<tr>
<td></td>
<td>9.3</td>
<td>The proposed solution must be able to support Single Sign-On by integrating with the library's ILS for authentication services.</td>
</tr>
<tr>
<td></td>
<td>9.4</td>
<td>Describe how the proposed solution supports role-based security, and grants each such role different security access within the proposed solution. Include in the description how this can be used to limit and/or expand access to certain information by a certain Business Unit or group, and the degree to which User roles can be Configured.</td>
</tr>
<tr>
<td></td>
<td>9.5</td>
<td>Describe the type of encryption used as well as any other security features or limitations with the proposed solution.</td>
</tr>
<tr>
<td>ADDITIONAL INFORMATION</td>
<td>10.1</td>
<td>Provide a description of any additional features included in the proposed solution which are configurable that are not listed above.</td>
</tr>
<tr>
<td></td>
<td>10.2</td>
<td>Provide a description of the features included in the proposed solution which are customizable that are not listed above.</td>
</tr>
<tr>
<td>12. VENDOR INFORMATION</td>
<td>11.1</td>
<td>Describe how long Vendor has been in business under the current name and/or &quot;doing business as.&quot;</td>
</tr>
<tr>
<td></td>
<td>11.2</td>
<td>Describe Vendor’s experience working with a governmental agency.</td>
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<tr>
<td></td>
<td>11.3</td>
<td>Please provide at least three (3) references within the last three (3) years for projects of similar work, scope, and/or duration.</td>
</tr>
</tbody>
</table>
3.3 The Proposal should follow the tasks as listed in Section 3, while maintaining the industry standards, and also adhering to the codes and requirements of the local jurisdictions.

3.4 Prevailing Wage Requirements

The scope of work constitutes a public works project under WA State Law (WAC 296-127). Vendor 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, bond costs (if applicable), 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 are included as Attachment C in the distributing email. To be considered for award, the business must have completed or be “exempt” from the new Labor and Industry Prevailing Wage required training effective July 1, 2019.

Finally, please ensure this statement is included on subsequent invoices:

“We certify prevailing wages were paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency.”

4. TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 22, 2020</td>
<td>RFP Issued</td>
</tr>
<tr>
<td>December 31, 2020</td>
<td>Questions Due by 12:00pm (PST)</td>
</tr>
<tr>
<td>January 7, 2021</td>
<td>Addenda Issued (if necessary) by 12:00pm (PST)</td>
</tr>
<tr>
<td>January 15, 2021</td>
<td>Proposals Due by 2:00pm (PST)</td>
</tr>
<tr>
<td>January 15, 2021</td>
<td>Bid Opening at 2:30pm (PST)</td>
</tr>
<tr>
<td>Week of January 18, 2021</td>
<td>Interviews (if necessary)</td>
</tr>
<tr>
<td>Week of February 1, 2021</td>
<td>Contract Awarded</td>
</tr>
<tr>
<td>February 15, 2021</td>
<td>Contract begins</td>
</tr>
</tbody>
</table>

5. QUESTIONS REGARDING RFP

Questions surrounding this RFP should be submitted via email to vendorsubmissions@sno-isle.org in accordance with Section 4. Questions via telephone will not be accepted. Responses to questions will be posted on Sno-Isle Libraries’ website as an addendum to this RFP (https://www.sno-isle.org/vendors/; click on Current Projects), and will be distributed to all email addresses related to this Proposal. Responses will be provided by 12:00pm PST, Tuesday, January 7, 2021.
6. PROPOSAL

6.1 Proposal Contents

Sno-Isle Libraries is looking for succinct answers with relevant information.

6.1.1 Cover Letter

Please include the following:

(1) Summary of Vendor’s background and experience;

(2) The identification of the Vendor, 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 Vendor 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 30 single-sided pages (15 double-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. Vendor shall be required to demonstrate that at the time of submitting its Proposal it has in effect all licenses, permits, and authorizations to provide all products and services it proposes.

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 Quality & Scope of Work: Provide the steps needed for a quality Library Locker installation.

Failure to comply with the instructions contained in this section may result in a Vendor’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. Include breakdown of costs in the Proposal.

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.

The Cost Proposal shall be all-inclusive and must include:

- Equipment/Materials
- Shipping
- Labor
- Services
- Training
- Tax
- Annual support and maintenance
- Administrative Fees (including Intent/Affidavit filing through Labor and Industries, business registration fees, etc.)
- Travel

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 Section 3: Scope of Work. 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.

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

6.1.5 References

Provide at least three (3) references within the last three (3) 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. Also, explain why the referenced entities are relevant to Sno-Isle Libraries’ needs, and describe relevant experiences with the entities that demonstrate Vendor’s ability to provide exemplary customer service.
6.1.6 Signed Certifications & Assurances
Sign and submit the Certifications and Assurances (Attachment A) as part of your Proposal.

6.1.7 Signed Statement of Vendor Information
Sign and submit the Statement of Vendor Information (Attachment B) as part of your Proposal.

6.2 Submitting a Proposal
The Proposal and all other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope marked “Proposal Submitted by” followed by the name and address of the bidder and the designated project name.

6.2.1 If the Proposal is mailed, it shall be addressed to Sno-Isle Libraries: 7312 35th Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist.

6.2.2 If the Proposal is delivered, it shall be delivered to Sno-Isle Libraries’ Service Center, which is located at 7312 35th Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist.

6.2.3 Oral, telephonic, telefaxed, electronic, or telegraphic Proposals are invalid and will not receive consideration.

The deadline for submission / receipt is 2:00pm (PST), Friday, January 15, 2021.

If you would like confirmation of receipt of 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 will 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:
7.2 Mandatory Requirements

Vendor’s Proposal to requirements designated “(M)” will be scored on a pass/fail basis. Vendor’s response to any requirement designated “(M)” should be limited to a short statement that Vendor has read and understands the requirement, and the proposed solution described in Vendor’s Proposal meets the requirement. Failure to make such a statement, or the inability of the proposed solution to meet such a requirement, may result in disqualification. Any information beyond such a statement will not be considered.

7.3 Mandatory Scored and Desirable Scored Requirements

Vendor’s Proposal to requirements designated “(MS)” or “(DS)” will be scored on a zero to five point scale, five representing the highest possible number of points. A response will be scored a zero if the Vendor fails to include a response to the requirement, or the response provided wholly fails to provide the information requested. If a Vendor receives a score of zero from all evaluators on an item designated “(MS)”, then the Vendor’s Proposal may be disqualified for failing to respond to a mandatory requirement. Receiving a score of zero from all evaluators on an item designated “(DS)” will not result in disqualification, just a failure to be awarded any points for that requirement.

7.3.1 Each “(MS)” and “(DS)” requirement is weighted on a scale of one to three, with three indicating the requirements most important to Sno-Isle Libraries. To determine the number of points awarded on a particular requirement for each evaluator, the evaluator’s score will be multiplied by the weight assigned the requirement. Therefore, the highest possible score for a question would be, depending upon the weight, 5, 10 or 15 points. In all cases, the lowest would be zero.

7.3.2 Explicitly state any requirements that vendor cannot meet. Unless Vendor explicitly states in its response that it can meet a functionality requirement item, vendor will be deemed to not fully meet such requirement.

7.4 Desirable Requirements

Vendor’s response to requirements designated “(D)” will be scored on a pass/fail basis. Vendor’s response to any requirement designated “(D)” should include a short statement that Vendor has read and understands the requirement, and the proposed solution described in Vendor’s Proposal meets the requirement, and any other information requested. Failure to make such a statement, or the inability of the proposed solution to meet such a requirement, will result in no points being awarded to Vendor for such requirement.

7.4.1 Each such requirement will be weighted on a scale of one to five, with five indicating the requirements of most interest to the library. If Vendor’s Proposal passes a “(D)” requirement, Vendor will be awarded the number of points indicated in the “Weight” column for such requirement. If Vendor’s Proposal fails a “(D)” requirement, Vendor will be awarded no points for such requirement, but will not be disqualified.

7.5 Total Technical Score

Each Vendor will receive a total technical score from each evaluator calculated by adding each evaluator’s score of Vendor’s response to each of the “MS,” “DS,” and “D”
requirements listed. Each of these total scores will be used in the calculation of Vendor’s total score.

7.6 Vendor Demonstrations (if necessary)

The top three scoring Vendors will be awarded an opportunity to provide the library with a demonstration of their product following a demonstration script.

7.7 RFP Scoring

<table>
<thead>
<tr>
<th>SCORING CRITERIA</th>
<th>POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical/Approach</td>
<td>65</td>
</tr>
<tr>
<td>Cost</td>
<td>25</td>
</tr>
<tr>
<td>Experience/References</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

The evaluation factors identified above reflect a wide range of considerations. All Proposals will be evaluated using the same criteria. Sno-Isle Libraries will identify the apparent winner with the highest total score based on Sno-Isle Libraries’ evaluation of the written Proposals, interviews (if necessary), and the pricing Proposals.

8. TERMS AND CONDITIONS

8.1 Minimum Qualifications and Bidder Responsibility Criteria

Vendors 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 Vendor shall be defined to mean:

- One which has provided such services for a minimum of five (5) years, including experience with similar job scopes;
- Experience working with a governmental agency;
- Experience managing and administrating contracts that require Washington State Prevailing Wage rates;
- Is in good standing with the Better Business Bureau and/or the Department of Labor & Industries.

Proposals from other than qualified and responsible vendors may be rejected as non-responsive.

The Certifications & Assurances (Attachment A) must be completed and submitted with the Proposal to comply with RCW 39.04.350.
8.2 Qualification of Vendors

Sno-Isle Libraries reserves the right to investigate Vendors as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Vendors 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 Vendor, or in Sno-Isle Libraries’ investigation of Vendor, fails to satisfy Sno-Isle Libraries that the Vendor is properly qualified to meet the obligations of the Contract.

8.3 Proposal Award / Award of Contract

Sno-Isle Libraries shall issue a Contract to the successful Vendor. 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 all related locations named as additional Insureds, has been received by the Procurement Specialist.
- A Purchase Order for the project has been sent by Sno-Isle Libraries and received by Vendor.

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 Vendor 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 Rejections 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 Vendor whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4) any Vendor which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Proposal for which a Vendor 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 Vendor 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 Vendor 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 Vendors in the preparation and presentation of Proposals submitted in response to this RFP.

8.7 Acceptance Period

Proposals must provide 90 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 Vendor can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Vendor for clarification of its Proposal.

8.8.2 The Apparent Successful Vendor should be prepared to accept this RFP for incorporation into a Contract resulting from this RFP. Contract negotiations may incorporate some or the Vendor’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 or their designee. 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 Vendors who submitted a response to this solicitation document. The Vendor 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.

Vendors 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 Vendor 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:
   o A matter of bias, discrimination or conflict of interest on the part of an evaluator;
   o Errors in computing the score;
   o 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 Vendor that also submitted a Proposal, such Vendor 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:
   o Correct the errors and re-evaluate all Proposals, and/or
   o Re-issue the solicitation document and begin a new process,
   o 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 Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

8.11 References

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 individual staff as references; it is allowed to include previously completed Sno-Isle Libraries’ projects as prior work. By submitting a Proposal in response to this RFP, the Vendor 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

Vendor 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 Vendor performing any work under this Contract, Vendor shall provide Sno-Isle with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Vendor’s liability policy(cies), naming Sno-Isle Libraries, its officers, employees and agents as Additional Insureds.

Additionally, the Vendor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Vendor 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 Vendor’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 Vendors 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 Vendor 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 Vendor or their employees for services performed under the terms of this Contract.

8.15 Codes and Standards

Vendor 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 Vendor 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 Vendor 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 Vendor. 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 Vendor 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 Vendor 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, Vendor 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 Vendor.

Sno-Isle Libraries may, in its sole discretion, terminate the contract or withhold payments claimed by the Vendor for services rendered if the Vendor fails to satisfactorily comply with any term or condition of this contract.

8.20 Hold Harmless and Indemnification

The Vendor 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 Vendor 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 Vendor 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 Vendor and Sno-Isle Libraries, its members, officers, employees and agents, the Vendor’s liability hereunder shall be only to the extent of the Vendor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Vendor’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 Vendor 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 Vendor shall pay the same.

8.21 Subcontractors

The Vendor shall, in all its subcontract agreements, insure that all subcontractors are bound to the Vendor in the same manner that the Vendor 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 Vendor 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 Vendor.

9. ATTACHMENTS

Attachment A

- Certifications & Assurances

Attachment B

- Statement of Vendor’s Information

Attachment C

- Snohomish/Island County Prevailing Wage Rates effective December 22, 2020