

# REQUEST FOR QUOTATIONS

## Mukilteo Library Meeting Room Water Damage Repair

RFQ NO. 2025.01.06

RFQ Release Date: **January 6, 2025**

Due Date: **January 31, 2025 by 5:00 p.m. Pacific Time**

RFQ Coordinator: Joanna Armstrong  
[vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org)

Submit Quotes:

1. Email to: [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org); or
2. Mail or hand-delivery to:  
Marysville Service Center | 7312 35th Ave NE | Marysville, WA 98271

### Overview

Sno-Isle Intercounty Rural Library District is requesting quotes from qualified contractors for the repair of water damage to the south-facing wall of the Mukilteo Library Meeting Room.

### Submitting a bid

Bids are hereby solicited and must be submitted via email to the RFQ Coordinator no later than 5:00 p.m. Pacific Time on the due date noted above.

Any updates, clarifications or addenda to this RFQ will be sent to all bidders via email.

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## 1. OVERVIEW

### A. Summary of Work

Sno-Isle Intercounty Rural Library District (Library District) is seeking competitive bids from qualified contractors for the repair of water damage to the south-facing wall of the meeting room in the Mukilteo Library. The project includes the removal of damaged concrete, masonry, drywall, and framing materials, followed by repairs and the installation of new water-resistant materials. Work must be completed in compliance with the guidelines and specifications outlined in **Attachment 1**, RDH Building Science, Inc's (RDH) Leak Investigation Summary Letter dated November 18, 2024.

A contract will be awarded to the lowest responsive and responsible bidder.

### B. Bidder Qualifications

In order to be considered for an award, bidder must meet the following minimum qualifications:

- i. Demonstrate experience with similar public works projects, particularly involving masonry and waterproofing systems.
- ii. Ability to provide references for projects of similar scope and size that your firm has completed in the past five (5) years.
- iii. Must be licensed and bonded in the state of Washington.

### C. Public Works Project

This project qualifies as a public works project under the Revised Code of Washington (RCW) 39.04. 010(5). The awarded bidder will be required to sign contract terms and conditions required by all rules and regulations regarding public works construction in Washington State. All bidders must satisfy, at a minimum, the following public works requirements:

- i. All insurance, registration, licensing, and bonding requirements required for public works projects.
- ii. Responsible Bidder criteria in accordance with [RCW 39.04.350](#).
- iii. Nondiscrimination requirements of [RCW 49.60.530](#)

- iv. Prevailing wage requirements of [Chapter 39.12 RCW](#) including but not limited to compliance with relevant laws, submission of statements of intent to pay prevailing wages, and the certification of affidavits of wages paid. Prevailing wage rates for this project will be for Snohomish County, effective as of the date of the publication of this RFQ:  
<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
- v. Successful bidder’s option of either:
  1. Performance and Payment Bond of 100% and retainage of 5%; or
  2. Performance and Payment Bond of 100% and retainage bond for 5%

## 2. RFQ PROCESS

### A. Timeline

The projected timeline for this Request for Quotes process is provided below. Library District may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses. Any changes to the schedule will be communicated via written addendum and posted to the Library District’ Vendor Submission website.

<u>Activity</u>	<u>Date/Time</u>
<b>Issuance of Request for Quotes</b> <b>Inquiry Period Begins</b>	January 6, 2025
<b>Mandatory Site Visit of the Mukilteo Library</b> 4675 Harbour Pointe Blvd Mukilteo, WA 98275 <i>Please pick one date to attend in order to be considered responsive to this request.</i>	Monday January 13, 2025 9:00 am – 10:00 am <b>OR</b> Tuesday January 14, 2025 2:00pm – 3:00 pm
<b>Inquiry Period Ends</b> <i>Please send all questions about the project or RFQ process before this date.</i>	January 17, 2025 5:00 pm
<b>Final Response to Bidders’ Questions Posted</b>	January 22, 2025 5:00 pm
<b>Quotation Due Date</b>	January 31, 2025 5:00 pm

### B. Mandatory Site Visit

In order to be considered for an award, bidders must participate in at least one (1) of the mandatory Site Visits to survey the water damage at the Mukilteo Library.

Site Visits will start promptly on time and all participants will be required to sign in.

This Site Visit is an opportunity for bidders to receive additional clarifying information about this project directly from Library District staff. All questions and answers will be captured in writing and sent out to bidders who participate in the Site Visit.

Library District will be bound only to written answers to questions memorialized in addenda to this RFQ.

Mukilteo Library  
Meeting Room  
4675 Harbour Pointe Blvd  
Mukilteo, WA 98275-4725

Outside the Site Visit, all communication and questions about this RFQ must be sent in writing via email to the RFQ Coordinator at [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org) as detailed in Subsection 2.C. below.

### **C. Written Bidder Questions and Other Communication**

All questions or requests for clarifications should be submitted no later than 5:00 pm Pacific Time on the due date listed in the above [Timeline](#), to the Contracting and Procurement Unit at [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org).

Responses to questions will be posted on our website <https://www.sno-isle.org/vendors/> as an addendum to this Request for Quotes and will be sent to the email address of the question submitter. Library District may provide responses via addenda on a rolling basis depending on the nature and volume of inquiries. Final responses to all bidder questions will be posted online by 5:00 pm (PST) by the date listed in the above [Timeline](#).

The RFQ Coordinator is the sole point of contact for this RFQ. Outside the Site Visit all communication between bidders and Library District must be in writing as follows:

Joanna Armstrong  
RFQ Coordinator  
[vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org)

Any other communication shall be considered unofficial and non-binding on Sno-Isles Libraries. Bidders may rely on all written statements issued by the RFQ Coordinators.

***Communication with any Library District staff other than the RFQ Coordinator while this RFQ is in process may result in disqualification.***

## D. How to Apply

### i. Process

Quotes must be complete, responsive, and be time-stamped as received before 5:00 pm Pacific Time on the due date noted on this RFQ.

***Quotes may be submitted either via email or in person as follows:***

1. Emailed to the RFQ Coordinator at [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org); or
2. Mailed or hand delivered to this address:  
Marysville Service Center | 7312 35th Ave NE | Marysville, WA 98271

Library District will confirm timely receipt of your submission with a confirmation email. If you do not receive a confirmation email within 24 hours of submission, please follow up at [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org).

Any emails that are caught in the spam filters and not received will be investigated to ascertain whether the submissions were sent on time. Submissions that were not received on time due to technical challenges such as spam filters will be considered as submitted timely if Library District can confirm that the time stamp on the email was sent in advance of 5:00 pm Pacific Time on the due date.

You are encouraged to submit your bid early to avoid any delays or errors in submission. Library District is not responsible for any technical difficulties that you may experience, and ***late submissions may not be accepted.***

### ii. Format

Bids shall be submitted via email, mail, or hand-delivered as indicated in this RFQ and may include documents in Word, PDF, Excel, or equivalent document, and links or attachments to materials which support, validate, or demonstrate the qualifications of the bidder.

Please review the RFQ carefully and respond to each requirement prior to preparing and submitting a quote. Bidders are not required to use a particular format as long as the bid is clear, responsive to the request, and complete.

## 3. SCOPE OF WORK AND GENERAL CONDITIONS

**Project:** Mukilteo Library Meeting Room Water Damage Repair

**Location:** Mukilteo Library, 4675 Harbour Pointe Blvd, Mukilteo, WA 98275

**Reference Document:** Attachment 1, RDH’s Leak Investigation Summary Letter dated November 18, 2024.

**A. General Conditions**

- i. Work must be completed within sixty (60) days after the issuance of the notice to proceed. If unable to meet timeline, bidder must provide an explanation and proposed schedule that best meets requirements of this project.
- ii. The successful bidder will be required to coordinate with the Library District’s Facilities Representative and other professionals as necessary.
- iii. The successful bidder will be required to ensure that any required applicable permits that may be necessary are submitted and approved prior to permitted work commencing.

**B. Scope of Work**

The scope of work for this project includes, at a minimum, all of the following activities and requirements. The contractor will be responsible for performing all necessary tasks related to the removal of damaged materials, repair of the water-damaged areas, and reinstallation of components, as detailed below.

Please ensure your final submitted quote includes all the work described herein.

Activity	Additional Requirements and Deliverables
<b>Site Preparation and Safety</b>	<ul style="list-style-type: none"> <li>• Provide temporary barriers and signage to protect the public and building occupants during construction.</li> <li>• Maintain a clean and safe work environment, including an organized laydown area, adhering to all OSHA safety regulations.</li> </ul>
<b>Removal of Damaged Materials</b>	<p><u>Removal of Poured Slab Concrete</u></p> <ul style="list-style-type: none"> <li>• Saw cut and remove a portion of the poured slab concrete outside the south-facing wall in front of the window area to allow access to the exterior wall base for repairs.</li> <li>• Safely dispose of the removed concrete in accordance with local regulations.</li> </ul> <p><u>Removal of CMU Masonry</u></p>

	<ul style="list-style-type: none"> <li>• Carefully remove the CMU masonry below the window to access the damaged water barrier and framing behind the wall.</li> <li>• Salvage the removed CMU masonry blocks for reinstallation. Ensure the blocks are not damaged during removal.</li> </ul> <p><u>Drywall Removal</u></p> <ul style="list-style-type: none"> <li>• Remove the drywall surrounding the window to inspect the wood framing for any signs of additional water damage.</li> </ul>
<p><b>Structural Engineer’s Assessment</b></p>	<p><u>Framing inspection</u></p> <ul style="list-style-type: none"> <li>• Provide RDH’s Structural Engineer access to inspect the wood framing behind the drywall for water damage.</li> <li>• Based on the information found in Attachment 1, the contractor shall repair any framing or structural damage found, including replacing damaged studs, headers, or other framing elements.</li> </ul>
<p><b>Installation of Waterproofing Systems</b></p>	<p><u>Water Resistive Barrier (WRB) Installation</u></p> <ul style="list-style-type: none"> <li>• Install a new WRB membrane over the window rough opening to prevent further water intrusion. The membrane must be self-adhering and of a type recommended for exterior wall systems.</li> <li>• Install self-adhering strip flashing in accordance with manufacturers’ recommendations, specifications, and best practice, to replace damaged, missing, or insufficient flashing at the window rough-opening.</li> </ul> <p><u>Window Examination and Securing</u></p> <p>Inspect the window for any damage or loose components. Re-secure the window to the rough opening frame as necessary to ensure it is properly sealed and secure.</p>
<p><b>Water Test and Verification</b></p>	<p><u>Waterproofing Test</u></p> <ul style="list-style-type: none"> <li>• Before reinstalling the CMU masonry, conduct a water test to confirm the new waterproofing system creates a watertight seal at the window rough opening.</li> <li>• Ensure that no water penetration occurs during the test, and that the water-resistive barrier functions as intended.</li> </ul>

	<p><u>CMU Masonry Reinstallation</u> After a successful water test, reinstall the salvaged CMU masonry blocks, ensuring they are properly aligned and securely placed.</p>
<p><b>Installation of New Drainage and Waterproofing Systems</b></p>	<p><u>Waterproofing at CMU Base</u> Install new waterproofing at the base of the reinstalled CMU masonry to prevent further water intrusion.</p> <p><u>Water Drainage System: ALTERNATE #1</u> Please include as an alternative the installation of a means for water drainage at the base of the CMU block, ensuring water is properly channeled away from the wall and foundation, which has proper slope towards East side of building.</p>
<p><b>Slab Replacement and Grate Installation</b></p>	<p><u>Slab Replacement</u> Pour a new slab to replace the section removed earlier in front of the CMU masonry. Ensure that the slab is level and finished according to industry standards.</p> <p><u>Grate Installation: ALTERNATE #2</u> Install a durable, architectural grate or trench/channel drain in the area where the slab was removed. This grate will allow for future access to the base of the exterior wall for maintenance and inspection.</p>
<p><b>Interior Finish Repairs</b></p>	<p><u>Drywall Repair</u> Replace the drywall removed around the window, ensuring it is properly insulated according to local building code, sealed, and finished.</p> <p><u>Painting and Finishing</u> Refinish the affected areas to match the existing interior finishes, including painting and texturing as needed. The entire room will need to be re-painted.</p> <p><u>Wall Protection</u> Remove, Prep &amp; install new plastic laminate wainscoting throughout the room. Wilson Art plastic laminate <u>Wilsonart -22 Series</u>(Series number to be provided in an addendum to this RFQ). Include metal trim.</p>

## 4. BID CONTENTS

In order to be considered complete and responsive, all bids must include the requested information in this section. Library District reserves the right to request, or not request, clarification of information submitted, and to request additional information from any bidder.

### A. General Information

In order to be considered responsive to this Request for Quotes, the bidder must submit all of the following to [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org) in accordance with Subsection 5. Submitting a Quote, below. Library District is looking for succinct responses with relevant information.

#### i. Cover Letter (on company letterhead)

Please provide a summary of the submitted quote and a brief statement of the bidder's qualifications to meet the needs as described in this Request for Quotes including the following:

1. Business Information, including:
  - a. Name of bidder
  - b. Name of primary point of contact for this RFQ
  - c. Address of office location responsible for performance
  - d. Email address
  - e. Telephone number
2. Licenses and Registrations
  - a. Washington State Department of Licensing Contractors Registration Number
  - b. Washington State Unified Business Identifier (UBI) Number
  - c. Washington State Department of Employment Security Number: Licensing
  - d. Washington State Department of Labor & Industries Workers Compensation Account Number
  - e. Washington State Excise Tax Registration Number
  - f. Employer Identification Number (EIN)
3. Insurance and Bonding
  - a. Name of Insurance Company
  - b. Name of Insurance Agent

c. Insurance Phone Number

4. Name and signature of the person authorized to bind the bidder's firm to the terms of this proposal and any resulting contract.

ii. **General Company Profile and Experience**

Briefly provide pertinent information about the bidder including:

1. years in business,
2. qualifications to provide the services requested,
3. professional affiliations,
4. business philosophy and mission, vision, and values.
5. Please also include information about how the bidder approaches Diversity, Equity, and Inclusion in the delivery of services for library or other public sector customers.

iii. **Staff Experience**

Provide the names and relevant background information of staff who would perform the proposed services and include their experience on projects of similar size and scope, billable rates and estimated time assigned to this project.

iv. **References**

Provide a current list of at least three (3) clients for which similar work is or has been performed within the last three (3) years. Please provide the name, title, and contact information of the persons who may be contacted for reference regarding the services provided.

**B. Description of Proposed Work Plan, Timeline, and Approach**

Provide a high-level overview of your proposed work plan, proposed timeline, and the approach you would take to this project. Please include in your timeline the anticipated final date of completion along with any significant milestones and deliverables.

**C. Cost of Services**

In your quote proposal, please provide a detailed description of the costs associated with this work. Below is a sample breakdown of costs. The bidder may submit their own table and break out information differently from this sample . Please include any anticipated

reasonable and necessary local travel costs in conformity with IRS rules described here:  
<https://www.irs.gov/taxtopics/tc510>.

Detailed Breakdown of Costs		
Item	Cost	Notes
Existing Condition (demolition)		
Labor		
Finishes/Materials		
Other		
General Condition		
OH + Profit		
State B&O Tax		
WA State Sales Tax		
Total		

## 5. AWARD PROCESS

All responsive submitted bids will undergo an administrative review to determine responsiveness of bidder to the terms of this RFQ. In order to determine whether the apparent lowest bidder(s) are responsible, the Library District may check references and/or ask such bidder(s) to participate in an interview process after the initial administrative review process. The lowest responsive and responsible bidder will be awarded a contract.

The Library District will notify all responsive bidders of the final selection.

## 6. TERMS AND CONDITIONS

All answers and statements made in the bid documents must be true and correct.

Submission of the attached proposal constitutes acceptance of the solicitation contents and general terms and conditions as a required element of this RFQ. If there are any exceptions to these terms, please include those exceptions in detail on a page attached to your submission.

The truthfulness of the facts and statements in submitted bids and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

### A. RFQ Terms

i. Bidders' Responsibilities

1. It is the sole responsibility of the respondent to ensure they received the most current RFQ and pertinent addenda, which will be posted to the Library District's website
2. It shall be the responsibility of each bidder to call to the attention of Library District any apparent discrepancy in the RFQ or any question of fairness or interpretation before the Inquiry Period deadline as detailed in the Timeline above. Failure to do so by the stated deadline constitutes acceptance as written.

ii. Revisions to the RFQ

Library District reserves the right to "revise" or "amend" the RFQ prior to the due date by "written addenda," which will be posted at <https://www.sno-isle.org/vendors/>

All questions and answers and any other additional pertinent information will also be provided as an addendum to the RFQ and posted to the website.

iii. Cost to Propose

Library District is not responsible for any costs incurred by the bidder in preparing, submitting, or presenting its response to this RFQ.

iv. Right to Contact References

Library District reserves the right to contact references and other customers, who may have pertinent information regarding the ability of the bidder and the lead staff to perform the services contemplated by this Request.

v. Right to be Own Reference

To serve the best interests of Library District, we reserve the right to be our own reference with any potential bidder as deemed necessary in its sole discretion.

vi. Right to Request Additional Information

Library District reserves the right to obtain from one or more of the bidders, supplementary information as may be necessary for Library District to analyze the bids pursuant to the selection criteria contained herein

vii. No Unfair Bidding Practices

1. The bidders' prices and/or cost data must have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, bidders may freely join with other persons or organizations for the purpose of presenting a single proposal.
  2. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  3. Unless otherwise required by law, the prices and/or cost data which have been submitted must not have been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the RFQ deadline, directly or indirectly, to any other bidder or to any competitor.
  4. In preparing submissions, bidders must not be assisted by any current or former employee of Library District whose duties relate (or did relate) to this RFQ or a prospective contract, and who was assisting in other than their official, public capacity.
- viii. No Obligation to Contract  
This RFQ does not obligate Library District to enter into any contract for services specified herein.
- ix. Rejection of Bids  
The Library District reserves the right to reject any bid without penalty for any reason including, but not limited to the following:
1. any bid which is incomplete, obscure, irregular, ambiguous, or lacking necessary detail and specificity;
  2. any bid for which a bidder fails or neglects to complete and submit qualifications information; and
  3. any bid which is received after the deadline date and time.
- x. Acceptance Period  
By submitting a bid in response to this RFQ, the bidder provides one hundred eighty (180) calendar days for acceptance by Library District without further negotiation (except where obviously required by lack of certainty in key terms) from the due date for receipt of bids.
- xi. Protest Procedures  
Protests may be made only by bidders who submitted a response to this RFQ. The

Bidder must submit a written protest as directed in this paragraph within two (2) business days of the bidder's receipt of award notification. Protests received after this deadline will not be considered.

Library District will not execute a contract with any party other than the protesting bidder until the full two (2) business day protest period has expired.

Bidders submitting a protest 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 Bidders under this procurement.

1. Protests must be in the following format:
  - a. in writing
  - b. addressed to the procurement coordinator named in this solicitation document; and
  - c. signed by the protesting party or an authorized agent.
2. Protests must contain the following information:
  - a. bid solicitation name and number
  - b. grounds for the protest with specific facts and complete statements of the action(s) being protested; and
  - c. description of the relief or corrective action being requested.
3. Only protests stipulating an issue of fact concerning the following subjects shall be considered:
  - a. A matter of bias, discrimination or conflict of interest on the part of an evaluator;
  - b. Errors in computing the score; and/or
  - c. Non-compliance with procedures listed in the bid solicitation documents or Library District's policy.
4. Protests will be rejected as without merit if it addresses the following issues:
  - a. An evaluator's professional judgment on the quality of a proposal; or
  - b. Library District's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, the Library District's Executive Director or designee who was not involved in the procurement will hold a protest review. In the protest review, the Executive Director or designee 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 lead.

The final determination of the protest as rendered by Library District's Executive Director or designee shall choose one of three courses of action: (1) find the protest lacking in merit and uphold the Library District's actions, (2) find only technical or harmless error in Library District's acquisition process and determine Library District to be in substantial compliance and reject the protest; or (3) find merit in the protest and provide Library District options to address the issue, which may include but is not limited to correcting the identified errors and re-evaluate all bids, re-issue the solicitation and begin a new process, and/or make other findings and determine other courses of action as appropriate.

If all protests are found to be without merit, Library District may enter into a contract with the apparent successful bidder.

xii. Public Disclosure

All bids received shall become the property of the Library District and remain confidential until a contract, if any, resulting from this request is signed by the Executive Director (or designee) of Library District.

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 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.

xiii. Proprietary Rights

All bids become the property of Library District, and bidders may claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the responsive bid.

xiv. Certifications and Assurances

By submitting a quote in response to this RFQ, bidders make the following certifications and assurances as a required element of the submitted quote, and affirm continuing compliance with these requirements as conditions precedent to the award or continuation of the related contract:

1. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting completion. However, bidder may freely join with other persons or organizations for the purpose of presenting a single bid.
2. The submitted quote is a firm offer for a period of 180 days following receipt, and it may be accepted by Library District without further negotiation except where obviously required by lack of certainty in key terms at any time within the 180 day period.
3. In preparing this quote, the bidder has not been assisted by any current or former employee of Library District whose duties relate (or did relate) to the subject of this RFQ and who was assisting in other than their official public capacity. If there are exceptions to these assurances, the bidder must describe them in full detail on a separate page attached to the submitted bid. Exceptions not submitted concurrently with the bid will not be considered.
4. Library District will not reimburse bidders for any costs incurred in the preparation of the submitted bid. All submitted bids become the property of Library District and bidders claim no proprietary right to the ideas, writings, items, or samples submitted in response to this RFQ, unless so stated in the submitted materials.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by bidder prior to opening, directly or indirectly, to any other bidder, to any competitor nor to the awarding agency.
6. The submission of a bid constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, the bidder must describe those exceptions in detail on a page appended to the submitted bid.
7. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
8. Bidder grants Library District the right to contact references and others who may have pertinent information regarding the ability of the bidder and the lead staff person(s) to perform the services contemplated by this solicitation.
9. Bidder acknowledges that Library District reserves the right to be its own reference in making final award decisions.

10. Bidder meets all licensing, insurance, accreditation, and registration requirements necessary for the performance of work proposed in this RFQ.
11. The bidder has not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
12. Bidder has either 1) received training provided by or approved by the Department of Labor & Industries on requirements related to public works & prevailing wage under chapter 39.04 RCW or chapter 39.12 RCW; or 2) bidder has completed three or more public works projects and have the valid business license in Washington for three or more years.
13. Until December 31, 2013, bidder has not violated RCW 39.04.370 more than one time as determined by the Department of Labor & Industries.
14. In the three-year period immediately preceding the date of solicitation, the bidder is not a “willful” violator as defined in RCW 49.48.082, or any provisions of chapters 49.49, 49.48, or 49.52 RCW as determined by a final and binding citation and notice of assessment issued by the Department of Labor & Industries or through a civil judgment entered by a court of limited or general jurisdiction.
15. There have been no lawsuits or liens filed against bidder’s insurance or bonding agencies within the previous 5 years. If there have been lawsuits or liens filed against bidder’s insurance or binding agencies, the bidder must attach them to the submitted bid.
16. If contract exceptions are being requested, bidder must have attached them to the submitted bids.

## **B. Contract Terms**

### **i. Library District Contract**

The successful bidder will be asked to sign a contract with Library District on its own boilerplate agreement. Library District will not sign any company’s service agreement, contract, or any other form of agreement.

Library District reserves the right to extract certain language from the successful bidder’s agreement and incorporate it into Library District’ contract, if agreeable to both parties.

Awarded bidders will be required to meet baseline requirements, including but not limited to insurance, record-keeping, and more.

The contents of the awarded bid(s) shall become contractual obligations if a contract ensues. A contract between the awarded bidder(s) and Library District shall include the following:

1. Standard Terms and Conditions
  2. Scope of Work
  3. The original RFQ, as issued by Library District
  4. The bidder's response to the RFQ; and
  5. Any other documents mutually agreed upon.
- ii. Compliance with All Relevant Laws  
The successful bidder must comply with all Federal, State, and local statutes and codes as may be applicable to the scope of work detailed herein, including all labor laws.