REQUEST FOR BID (RFB)

For

PCLS PARKING LOT SEAL COATING 2016

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PART 1: INTRODUCTION

The Pierce County Library System (Library) is a junior taxing district under the laws of the State of Washington established in 1946 as a rural library district under Chapter 27.12 RCW. The Library provides library services for the residents of unincorporated Pierce County, 15 annexed cities and towns (Bonney Lake, Buckley, DuPont, Eatonville, Edgewood, Fife, Gig Harbor, Lakewood, Milton, Orting, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson). The total estimated population served is 555,000.

The purpose of this RFB is for Seal Coating services at Administrative Center & Library and Gig Harbor Library accomplished in a professional manner in accordance with the specifications contained in this RFB.

ESTIMATED TIMELINE

RFB Announcement ..........................................................March 16, 2016
Mandatory Walkthrough at Administrative Center.........March 22, 2016, 7:30 AM
Final questions due ...........................................................March 24, 2016, 2:00 PM
Responses due from PCLS..................................................March 25, 2016
RFB due to PCLS ...............................................................March 30, 2016, 10:00 AM
RFB Opening.......................................................................March 30, 2016, 10:05 AM
Notice of Intent to Award ......................................................March 31, 2016

PART 2: INSTRUCTIONS TO BIDDERS

a) Site Visit: A mandatory site visit is scheduled for **7:30 a.m., March 22, 2016** at the Administrative Center & Library located at 3005 112th St. E., Tacoma WA, 98446. Failure to attend the site visit will deem any subsequent bid as non-responsive.

b) Questions about the RFB: All questions about this RFB should be directed to Lorie Erickson (lerickson@piercecountylibrary.org) 253-548-3454. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning this RFB will be furnished to all prospective bidders as an amendment to the solicitation. The Library reserves the right to share answers with other bidders, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders. **All questions must be submitted by 2:00 p.m. March 24, 2016.**

c) Acknowledgement of Amendments to RFBs: Bidders to the RFB must acknowledge receipt of an amendment by signing and returning the amendment or by a written letter. Such acknowledgment must be received prior to bid opening.
d) **Bid Submission**: To be considered, bidders must submit two complete copies of their bid in a sealed envelope. The bids shall be addressed as follows:

Attention Lorie Erickson  
Pierce County Library System  
3005 112th Street East  
Tacoma, WA 98446-2215  
Sealed Bid for: PCLS Parking Lot Seal Coat 2016  
Telegraphic or electronic bids will not be considered.

e) **Date of Submission**: Sealed bids must be submitted no later than 10:00 a.m. on March 30, 2016. Submissions received late may be deemed not responsive and may not be considered, at the Library’s discretion. The Library reserves the right to extend the date of submission and will provide due notice of such date extension.

f) **Signatures**: A corporate official who has been authorized to make such bid commitments must sign the bid.

g) **Withdrawal or Modifications of Bids**: The bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the bid and any request is received by the Library prior to the date of submission above. Following the withdrawal of its bid, the bidder may submit a new bid provided it is received by the Library at the address and by the Date of Submission.

h) **Rejection of Bids**: The Library reserves the right to reject any and all bids without penalty. Any and all bids may be rejected for any cause.

i) **Bidding Procedures and Forms**: All bidders must comply with the specifications and requirements attached. Bidders may submit additional information with their bids as desired.

j) **Validity of Prices**: Bidders must confirm in writing that prices quoted will be valid and in effect for a minimum of 60 days after bid opening.

k) **Bid Opening**: All bids will be opened by 10:05 a.m., March 30, 2016. The Library will submit a Notice of Intent to Award to the apparent winning bidder on March 31, 2016.

l) **Public Disclosure of Awarded Bid**: The Library reserves the right to treat all proposals with confidentiality prior to award. After award of the contract, all submissions will fall under the requirement by Washington State law (Chapter 42.17 RCW) that obligates the Library to make the document available for public inspection, if requested.

m) **Prevailing Wages**: Workers of all Contractors, Subcontractors, and lower tier Subcontractors on all Pierce County Library System public work projects, as the term public works is defined by RCW 39.040.010, shall be paid the “prevailing rate of wage” including usual benefits, as those terms are defined by Chapter 39.12 of RCW. It is understood that the successful
Contractor is responsible for obtaining and completing all required government forms and submitting them the same to the proper authorities. Contractor is required to provide certified payroll to PCLS showing the payment of prevailing wage.

n) **Non-Discrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and the controlling of workplace safety. The Contractor shall provide personal protective equipment as required by law. Any violations of applicable laws, rules or regulations may result in termination of this Contract.

o) **Environmental Protection:** The Contractor shall abide by all federal, state, and local laws regarding the protection of the environment. The Contractor shall also be responsible for reporting such violations as pertain to this work to PCLS and other applicable agencies upon discovery of such in a timely manner. Any violations of applicable laws, rules or regulations may result in termination of this Contract.

p) **Cancellation:** The Library may cancel this contract or any part thereof by written notice at any time without penalty if the Contractor fails to comply with the terms, instructions, specifications, and delivery completion dates, or perform the work with diligence.

q) **Contract Administrator:** The administrator of this contract will be: Lorie Erickson, PCLS Facilities Director.

r) **References:** List the names and addresses of three (3) customers, for whom the bidder has provided similar services. Include dates, contact persons, and telephone numbers. Should any reference submitted by the bidder be found unsatisfactory, the Library, as its sole option, may reject that bidder’s offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the bid response.
References

1. Company Name __________________________________________
   Company Address __________________________________________
   Company Phone __________________________________________
   Contact Person __________________________________________
   Dates ____________________________________________________

2. Company Name __________________________________________
   Company Address __________________________________________
   Company Phone __________________________________________
   Contact Person __________________________________________
   Dates ____________________________________________________

3. Company Name __________________________________________
   Company Address __________________________________________
   Company Phone __________________________________________
   Contact Person __________________________________________
   Dates ____________________________________________________

Declarations:

The undersigned bidder declares that he/she has read and fully understands the Request for Bid
and agrees to all of the terms, conditions, and provisions contained therein; and he/she proposes
and agrees that if his/her bid as submitted in the proposal be accepted, he/she will contract to
perform in accordance with the specifications and proposals. Said price is to include and cover
all materials, labor, supervision, overhead, profit, and taxes to complete the job to the Library’s
satisfaction.

BID SUBMITTED BY:

__________________________________________
Signature of Authorized Representative        Firm Name

__________________________________________
Printed Name                                Address

__________________________________________
Title                                     City, State, Zip Code

__________________________________________
Date                                      Telephone/ Fax Number
PART 3: CONTRACT TERMS AND CONDITIONS

a) **Non-Assignment**: The contractor may not assign any rights or any duties under this contract without the Library’s prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.

b) **Supervision**: The Contractor shall supervise and direct the work in relation to this contract using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating portions applicable to this contract. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out work in accordance to this contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.

c) **Severability**: The invalidity of unenforceability of any provision if any resultant contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

d) **Indemnification and Hold Harmless**: The contractor shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter “claims” ) brought against the Library arising out of or incident to the execution of, performance of, or failure to perform this contract; PROVIDED, however, that if such claims are caused by or the result from the concurrent negligence of the contractor, its agents, employees, an/ or officers and the Library, its agents, employees, and/ or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the contractor, its agents, employees, and/ or officers; and PROVIDED/FURTHER that nothing in this paragraph shall require the contractor to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/ or officers. The contractor’s obligation under this paragraph shall include indemnification for made by the contractor’s own employees or agents. For this purpose, the contractor, by mutual negotiation, hereby waives, with respect to the Library only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Chapter 51 of the RCW. In the event the Library incurs any judgment, award, and or cost arising there from including attorney’s fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the contractor.

e) **Public Records Act/Confidentiality**: Notwithstanding any other provision herein, Consultant recognizes that Library is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this agreement, Library will promptly notify Consultant of the request and Consultant will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Consultant does elect to seek such protection, Consultant will fully
defend and indemnify Library from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.

f) **Termination for Convenience:** The Pierce County Library System for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The contractor shall be paid its costs, including necessary an reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date if termination as specifies in the Notice. The contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the contractor has any property in its possession belong to the Library, the contractor will account for the same and dispose of it in the manner the Library directs.

g) **Termination for Default:** In addition to termination for convenience, if the contractor does not deliver supplies in accordance with the delivery schedule, or if the contract is for services and the contractor fails to perform in the manner called for in the contract, the Library may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the contractor setting forth the manner in which the contractor is in default and the effective date of termination; provided that the contractor shall have ten (10) calendar days to cure the default. The contractor will be only paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the Library caused by default. The termination of this contract shall in no way relieve the contractor from any of its obligations under this contract not limit the rights and remedies of the Library hereunder in any manner.

h) **Termination for Non-Appropriation:** This contract is cancelable at the end of the fiscal period for non-appropriation of funds by the Pierce County Library System Board of Trustees. Such cancellation shall be upon thirty (30) days written notice to the contractor. The Library’s fiscal period ends December 31 of each year.

If the contract is terminated as provided in this subsection: The Library will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination. Funding under this contract beyond the current appropriation is conditional upon the appropriation by the Pierce County Library System Board of Trustees of sufficient funds to support the activities described in the contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

i) **Retainage:** All laws related to retainage shall apply. RCW 60.28.11 requires public entities to retain a portion of payments on a maintenance contract. This contract requires retainage in the amount of 5.00% of all payments. The Contractor may choose to have it:
1. Retained in fund managed by the Library; or

2. Deposited by the Library into an interest bearing account in a back, mutual saving bank, or savings and loan association. Interest on moneys reserved by the Library under the provision of this contract shall be paid to the Contractor; or

3. Placed in escrow with the bank or trust company by the Library. When the money reserved is placed in escrow, the Library shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

In lieu of retainage, the Contractor may submit a retainage bond. If elected, retainage bond must be submitted within 30 days of contract signing; any retainage withheld shall then be paid immediately to Contractor.

j) **Insurance:** The awarded bidders shall furnish to the Library at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Insurance</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automotive Liability Insurance</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella/Excess Liability Insurance</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

*All insurance policies shall be endorsed with the following declaration, “Pierce County Library System, its officials and employees are covered as additional insured.”*

k) **Payment:** The Contractor will submit an invoice at the completion of work for each property. Contractor must be able to accept Credit Cards for payment of invoices. The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.

**PART 4: STATEMENT OF PIERCE COUNTY LIBRARY SYSTEM RESPONSIBILITIES**

The Contractor must provide a comprehensive statement identifying the exact tasks, and other needs that are the responsibility of the Library as a part of this project. Any items not included in this statement will become the responsibility of the Contractor. This includes cost, coordination, and labor required to complete all work associated with the project as defined in this RFB.
PART 5: SPECIFICATIONS

The Contractor shall provide Parking Lot Seal Coating and Striping as described herein for the below listed areas of the Pierce County Library System in accordance with accepted standards of Seal Coating maintenance.

All work to be coordinated through Lorie Erickson. The Contractor will submit a work flow plan prior to commencement for seal coating and painting the parking lot(s) that require work to be done in multiple phases to accommodate the library’s hours.

The Contractor is responsible to provide (and remove) all cones, signs, barriers, caution tape and other traffic control items as well as any staff needed to assist in directing traffic within and at the entrance to the parking lot(s) as needed.

- **Administrative Center & Library: 3005 112th St. E., Tacoma WA, 98446**
  Work to be performed on Saturday and Sunday.
  - Seal Coat (2 coats) Parking Lot, ADA In-laid Thermo-Plastic ADA Markings, Fire Lane Stencils (12” Yellow), No Parking Stencils (12” White), 4” White Line Striping, Crosswalk to match existing, cross hatched in back parking areas to match existing.
  - Crack fill as required.
  - Remove and replace damaged Wheel Stops as required.
  - Replaced damaged Curb in Parking Lot with Extruded Curb as required.
  - Paint yellow curb throughout parking lot, 2- No Skateboarding stencils (12” White).

- **Gig Harbor Library: 4424 Point Fosdick Drive NW, Gig Harbor WA 98335**
  (Normal Business Hours: Mon – Thur 10 am to 9 pm, Fri 10 am to 6 pm, Sat 10 am to 5 pm, Sun 1 pm to 5 pm).
  - Seal Coat (2 coats) Parking Lot, 4” White Line Striping, Curb Painting (white or yellow as required), Grind and Replace ADA Stencil with In-Laid Thermo-Plastic ADA Markings, Staff Stencils, Arrow Stencils, Do Not Enter Stencils, 4” Yellow Line striping.
  - Crack fill as required.
  - Asphalt Patching, throughout parking lot, Remove and Replace down to 2” depth as required.
  - Remove and replace damaged Wheel Stops as required.
  - Replaced damaged Curb in Parking Lot with Extruded Curb as required.
PART 6: PERIOD OF PERFORMANCE

The period of performance of this work is April 1, 2016 through June 1, 2016. This work must be scheduled and coordinated through Lorie Erickson, Facilities Director of the Pierce County Library System.

PART 7: PRICING SCHEDULE

The bidders states that all item prices shown below are based on complying with all the requirements set forth in Part 5, Specifications and do not include any state sales tax.

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Bid Total Per Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Center Library</td>
<td>3005 112th St. E., Tacoma WA 98446</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-total</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tax</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Gig Harbor Branch</td>
<td>4424 Point Fosdick Dr. NW, Gig Harbor WA 98335</td>
<td>Sub-total</td>
</tr>
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<td></td>
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<td>Tax</td>
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<tr>
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<td>Total</td>
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Grand Total