Request for Proposal (RFP)

For

LOW-SLOPE ROOF REPLACEMENT



JEFFERSON COUNTY

The Jefferson County Library District (District) is issuing a Request for Proposals (RFP) from qualified commercial roof replacement contractors to replace the low-slope roof on the Library building located at 620 Cedar Ave., Port Hadlock, WA 98339.To be considered for this contract, your business must be listed on MRSC Rosters (<u>http://mrscrosters.org</u>) and meet the qualifications and satisfy the requirements set forth in this Request for Proposals. Proposals must be received at the address listed below no later than 12:00pm, local time, on Friday, June 7, 2024.

<u>SCOPE</u>

The District is seeking interested and qualified contractors to submit a proposal to replace the existing low-slope roof on the Library building.

Bidders must include all labor, materials, personnel, and equipment needed. Interested parties must demonstrate qualifications, experience, and abilities associated to accomplish and support all aspects of the prescribed scope of work in a cost-effective manner.

INSTRUCTIONS TO BIDDERS

ESTIMATED TIMELINE

RFP Announcement	May 13, 2024
Final questions due	May 29, 2024, 5:00 PM
RFP question responses due from JCLD	-
RFP due to JCLD	June 7, 2024, 12:00 PM
RFP Bid opening	June 7, 2024, 3:00 PM
Notice of Intent to Award	June 12, 2024

a) Date of Submission: Sealed bids must be submitted no later than 12:00 pm on June 7, 2024. Submissions received late may be deemed not responsive and may not

be considered, at the District's discretion. The District reserves the right to extend the date of submission and will provide due notice of such date extension.

b) **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:

Jefferson County Library District ATTN: Tamara Meredith 620 Cedar Ave. Port Hadlock, WA 98339 Sealed Bid for: Low-slope Roof Replacement

Electronic bids will not be considered.

- c) **Questions about the RFP:** All questions about this RFP should be directed to Tamara Meredith (<u>tmeredith@jclibrary.info</u>) 360-385-6544. Any information given to a prospective bidder concerning this RFP will be furnished to all prospective bidders as an amendment to the solicitation. The District 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 5:00 p.m., May 29, 2024.**
- d) **Withdrawal or Modifications of Bids:** Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened by the District.
- e) **Rejection of Bids:** The District reserves the right to reject any and all bids without penalty. Any and all bids may be rejected for any cause.
- f) **Bid Opening:** All bids will be opened by 3:10 p.m., June 7, 2024. The District will submit a Notice of Intent to Award to the apparent winning bidder on June 12, 2024.
- g) Public Disclosure of Awarded Bid: The District reserves the right to treat all proposals with confidentiality prior to award. After awarding the contract, all submissions will fall under the requirement by Washington State law (Chapter 42.17 RCW) that obligates the District to make the document available for public inspection, if requested.
- h) Prevailing Wages: Workers of all contractors, subcontractors, and lower tier subcontractors on all Jefferson County Library District public work projects, as the term <u>public works</u> 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 JCLD showing the payment of prevailing wage.

PROPOSAL REQUIREMENTS

The specifications outlined in this RFP will be made a part of any agreement entered into between the District and the selected firm. All bidders should follow the format specified below. Applicants should base their submittals on the details of this RFP, specifically the detailed information provided in "Services Requested" section, along with any information provided in any addenda that may be issued.

- 1. **Bid Form/Cover Page (Attachment A):** Shall include the RFP Title, date of submittal, company name, address, email, and telephone number; Bid Amount (lump sum); and authorized signature.
- 2. **Resumés, Qualifications, and Experience:** This section contains an overview of the bidder's background, training, and experience. Provide at least three but not more than five similar projects that you have completed in the last five years.
- 3. **Services Provided:** This section contains the information requested as detailed in "Services Requested" section of this RFP.
- 4. **Pricing:** The proposal shall include a complete scope of services and all associated costs, taxes, and an explanation of how fees are calculated. Work performed by authorized subcontractors should be itemized.
- 5. **Certification:** The bidder will provide a certification that the statements contained in the proposal are true and correct to the best of their knowledge.
- 6. **Additional Attachments:** All other attachments, e.g. required forms, company information, etc. or any additional information to be included with the proposal.

This Request for Proposals is not an offer of contract. Receipt of a proposal does not commit the District to award a contract to any party, even if all requirements stated in this proposal are met.

Expenses incurred in the preparation of proposals in response to this Request for Proposals are the bidder's responsibility. No work performed by the selected contractor that is out of the scope as defined by the contractor's proposal will be reimbursed unless specifically authorized by the District in writing.

All bids are subject to the Washington State Public Records Act, RCW 42.56. Once the bids are opened, the information contained therein becomes available to the public.

SERVICES REQUESTED

The District is seeking a qualified contractor to replace the low-slope roof on the Library building. (The sloped asphalt-shingle roof was replaced in 2017 and does not need any repair or alteration.) The District will rely upon the contractor's expertise and experience to suggest the best roofing solution suited to the building. This Request for Proposals identifies the requirements that are considered to be the minimum by the District. Specific details described within this Request for Proposals notwithstanding, it will be the obligation of the selected contractor to adhere to accepted industry standard methods and practices in completing work and to complete a project that is consistent in terms of appearance and quality of materials and workmanship with other areas of the building.

The proposed services must include, but need not be limited to, the following:

- 1. Complete turnkey project to remove and replace entire low-slope roof of Library building located at 620 Cedar Ave., Port Hadlock, WA 98339.
- 2. The general work to be performed in replacing the roof will be the following:
 - a. Any necessary safety measures installed;
 - b. Complete removal of existing roof and flashing;
 - c. Installation of the roofing, flashing, and other necessary items;
 - d. Removal and proper disposal of project debris and complete site restoration.
- 3. Contractor proposal must provide total cost of project.
- 4. Contractor proposal must provide a detailed description of work to be performed.
- 5. Contractor proposal must provide a detailed description of material(s) to be used.
- 6. Contractor proposal must provide a detailed description of warranty coverage, including specific manufacturer and installer warranties.
- 7. Contractor is responsible for securing all required permits and inspections.
- 8. On-site space requirements must be made known for contractor and equipment parking.
- 9. Contractor must work with on-site project coordinator on timelines for project start and end. This includes working with District staff for access inside the building when necessary.

TIME OF WORK AND COMPLETION

The contractor shall complete all work by October 31, 2024. The work to be completed pursuant to this Request for Proposals will be scheduled between the hours of 7:00am and 7:00pm, Monday through Saturday, unless the contractor obtains written permission from the Library Director.

MAINTENANCE OF PROJECT SITE

The contractor shall not work, store, or operate equipment outside designated work areas without the permission of the Library Director.

The contractor's operations shall not interfere with District operations.

The contractor shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, and shall provide safety staff as required by local conditions, all at no additional cost to the District.

The contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from conditions and from all other causes whatsoever not directly due to the acts or neglect of the District, including fire, vandalism, and

malicious mischief, and shall complete the work in accordance with this request for proposals within the time provided in this Request for Proposals.

CONTRACTOR REQUIREMENTS

- a) **Non-Assignment:** The contractor may not assign any rights or any duties under this contract without the District'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 with 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 District, its agents, employees, and 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 District 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 result from the concurrent negligence of the contractor, its agents, employees, and/ or officials, and the District, its agents, employees, and/ or officials, this paragraph shall be valid and enforceable only to the extent of negligence of the contractor, its agents, employees, and/ or officials; and PROVIDED/FURTHER that nothing in this paragraph shall require the contractor to indemnify, hold harmless, or defend the District, its agents, employees, and/ or other officials from any claims caused by or resulting from the sole negligence of the District, its agents, employees, and/ or officials. The contractor's obligation under this paragraph shall include indemnification for claims made by the contractor's own employees or agents. For this purpose, the contractor, by mutual negotiation, hereby waives, with respect to the District 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 District incurs any judgment, award, expenses, and or cost including attorney's fees to enforce the provisions of this paragraph, any such judgment, award, fees, expenses, and costs shall be recoverable from the contractor.
- e) **Public Records Act/Confidentiality:** Notwithstanding any other provision herein, the contractor recognizes that District is a public agency subject to 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, District will promptly notify contractor of the request and contractor will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If the contractor does elect to seek such protection, the contractor will fully defend and indemnify District 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 Jefferson County Library District 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 and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified 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 belonging to the District, the contractor will account for the same and dispose of it in the manner the District 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 District 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 only be 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 District caused by default. The termination of this contract shall in no way relieve the contractor of any of its obligations under this contract nor limit the rights and remedies of the District 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 Jefferson County Library District Board of Trustees. Such cancellation shall be upon thirty (30) days written notice to the contractor. The District's fiscal period ends December 31 of each year.

If the contract is terminated as provided in this subsection: The District 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 Jefferson County Library District 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:** This project is using a Small Works Roster process. Retainage is waived per <u>RCW 39.04.155(2)(f)</u>.
- j) **Insurance:** The awarded bidders shall furnish to the District at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<u>Coverage</u>	Limits of Liability
General Liability Insurance	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automotive Liability Insurance	\$1,000,000 Umbrella/Excess
Liability Insurance	\$5,000,000

All insurance policies shall be endorsed with the following declaration, "Jefferson County Library District, its officials and employees are covered as additional insured."

k) **Payment:** The contractor will submit an invoice at the completion of work. The District will make payments upon delivery and acceptance of the services by the District and upon receipt of an acceptable invoice.

Attachment A: BID FORM/COVER SHEET



Low-slope Roof Replacement – May 2024:

The undersigned bidder declares that they have read and fully understand the Request for Proposal and agrees to all the terms, conditions, and provisions contained therein; and proposes and agrees that if the bid as submitted in the proposal be accepted, bidder 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 District's satisfaction.

BID SUBMITTED BY:

Signature of Authorized Representative	Firm Name
Printed Name	Address
Title	City, State, Zip Code
Date	Telephone
Email	

BID AMOUNT (Lump sum, including taxes and fees):

_____ dollars (\$_____)