

REQUEST FOR PROPOSALS (RFP)

Installation and Commissioning Services for EV Charging Stations

ISSUING AGENCY:
Whatcom County Library System

RELEASED:
03/02/2024
CLOSES:
03/28/2024

Whatcom County Library System
Attn: Ryan Cullup, Facilities Services Manager
5205 Northwest Drive
Bellingham, WA 9826
Ryan.Cullup@wcls.org

WHATCOM COUNTY LIBRARY DISTRICT
Request for Proposals for
Electric Vehicle (EV) Charging Stations

NOTICE

The Whatcom County Library System (WCLS) is inviting bids from qualified firms for the installation of EV Chargers at three locations in the library system.

I. INTRODUCTION AND BACKGROUND

Whatcom County Library System (WCLS), invites bid proposals from qualified contractors that can provide installation services to install Electric Vehicle charging stations. WCLS seeks to install charging stations and stub-outs for future upgrades at 2 locations across the library system. The 2 locations are as follows:

1. Administrative Services – 5205 Northwest Drive, Bellingham WA, 98226
2. North Fork Library – 7506 Kendall Rd, Maple Falls WA, 98266

At each location, the selected contractor will install electrical infrastructure and owner procured EV Charging Stations. The Scope of Services described in section II requires that the Bidder be licensed by the State of Washington as a contractor. The Bidder must also agree to 25% apprenticeship utilization in aggregate throughout the project scope. Additionally, a Project Labor Agreement must be developed between employers (contractors/project owners) and one or more construction unions. Finally, a onetime \$5,000 donation to the Center for Military Recruitment, Assessment and Veterans Employment's Helmets to Hardhats program is required. The engineer's estimated cost for this project is \$126,000 excluding EV chargers.

WCLS is a rural county library district serving Whatcom County, Washington. WCLS served an estimated population of about 139,843 as of 2023, with 10 branch libraries, a bookmobile, homebound services, outreach, and its website.

This project is funded by WCLS internal capital funds and through a grant from Washington State's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

For current information about this project including original construction plan documentation, owner schematics, and scope area map please see the WCLS website under <https://www.wcls.org/rfq/>.

II. SCOPE OF SERVICES

A. Services – Generally

- Assist and promote WCLS' goals for sustainability and continued operations by installing and commissioning owner provided ChargePoint EV chargers.

B. Project Goals

- Install ChargePoint EV Chargers and stub-outs for future upgrades.
- Commission EV Chargers for use.

C. Project Scope Elements:

The selected Contractor will perform the following but not limited to:

- Procure all necessary materials except EV charging stations
- Choose exact EV Charger locations at each branch in collaboration with WCLS and its chosen electrical engineer;
- Apply for necessary permits to upgrade electrical infrastructure;
- Upgrade electrical infrastructure as needed including installing electrical sub-panels, electrical meters, breakers, and electrical wire;
- Coordinate installation work with Project Manager/Owner’s Representative/Utility Provider
- Sawcut and remove existing asphalt and concrete where required;
- Trenching for conduit placement including stub-outs;
- Form, reinforce, and pour concrete pads;
- Backfill trenching, tamp backfilled material, and patch asphalt;
- Install owner procured Electric Vehicle Chargers and commission system.

III. MANDATORY SITE WALKTHROUGH

A mandatory walkthrough of the sites is required. The walkthrough for Administrative Services – 5205 Northwest Drive, Bellingham WA, 98226 shall be held on March 19th, 2025 at 1PM. The walkthrough for North Fork Library – 7506 Kendall Rd, Maple Falls WA, 98266 shall be held on March 19th, 2025 at 3PM.

IV. BID PROPOSAL REQUIREMENTS AND INSTRUCTIONS

1. Bidder Responsibility Criteria

All Bid Proposals must be submitted to Ryan Cullup for this invitation to bid. It is the intent of WCLS to award a contract to the lowest responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by WCLS to submit documentation demonstrating compliance with the criteria. The bidder must:

- (a) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- (b) Have a current Washington Unified Business Identifier (UBI) number;
- (c) If applicable:
 - i. Have Industrial Insurance coverage (workers’ compensation) for the bidder’s employees working in Washington as required in Title 51 RCW;
 - ii. Have an employment security department number as required in Title 50 RCW; and
 - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

2. Bid Security Bond

A bid bond (the "Bid Security") is required with each bid in an amount equal to five percent (5%) of the bid amount. No bid shall be considered unless accompanied by such Bid Security. The Bid Securities of all unsuccessful bidders will be returned as soon as practical after reviewing of the bids. WCLS will retain the Bid Security of the successful bidder until execution of the Agreement pursuant to Section 12. If no contract is awarded, WCLS will promptly return all Bid Securities to the respective bidders.

3. Verification of Subcontractor Responsibility Criteria

The Contractor must verify responsibility criteria for each first-tier subcontractor, and the Contractor must contractually require each first-tier subcontractor to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to undertake to verify responsibility criteria for each of its subcontractors. Such verification shall include that each subcontractor, at the time of subcontract execution, meets all of the applicable responsibility criteria listed in Section 4(a) through (d) above and possesses an electrical contractor license (if required by chapter 19.28 RCW) or an elevator contractor license (if required by chapter 70.87 RCW). Upon request of WCLS, the Contractor must promptly provide (or, as applicable, cause all subcontractors of any tier to provide) to WCLS documentation demonstrating such verification.

4. Signature

A bid by a corporation or company shall include the printed name of the corporation or company, the printed name and title and the signature of the President, Secretary, or other officer authorized to bind the corporation or company. An impression of the corporate seal must appear on bids submitted by a corporation. A bid by a firm shall include the printed firm name and member or agent name. Any person signing the proposal as an agent for another or others must also file legal evidence of his authority to do so. The business mailing address and telephone number must be provided.

5. Bid Results

Bidders will be able to attend public bid opening via a Microsoft Teams Meeting invitation. Bid tabulation results shall be emailed to each bidder the day after the RFP deadline. An official Notice of Award will be sent by WCLS to the successful bidder. If in the opinion of WCLS, all bids are unsatisfactory, WCLS may reject all of them and re-advertise. Please note: the successful bidder must procure the appropriate bonds, have a signed and executed contract, as well as a signed and executed Project Labor Agreement (see section 11 and Exhibit E). The contractor will receive a Notice to Proceed from WCLS before work commences.

6. Non-Collusion Affidavit

Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the Whatcom County Library System. The signed and notarized Non-Collusion Affidavit must be submitted with the Bid Proposal described in Section 4.

7. Examination of Site & Conditions

The contractor, by filing a bid, acknowledges that he or she has examined the premises and site so as to compare them with the drawings and specifications, and to have satisfied him or herself as to the facilities and difficulties attending the execution of the proposed contract (including local conditions, uncertainty of weather and all other contingencies) before the delivery of his proposal, and no allowance shall be subsequently made on behalf of the Contractor by reason of any error or neglect on his or her part.

8. Withdrawal of Proposal

Proposals may only be withdrawn by written and signed request and only if such request is received prior to the bid due date. No bid will be received or considered after the due date.

9. Performance Bond and Labor & Material Payment Bonds

Prior to execution of the contract, the successful bidder shall furnish a performance and payment bond (the "Performance and Labor & Material Payment Bond") meeting the requirements of RCW 39.08.010(1)(a), including but not limited to covering the faithful performance of the contract and the payment of all obligations and taxes arising thereunder, in the amount of one hundred percent (100%) of the contract value. The bidder shall require the attorney-of-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power-of attorney indicating the monetary limit of such power.

10. Execution of Contract

The successful bidder must sign and return the Contract and furnish the Performance and Labor & Material Payment Bond, a certificate of insurance coverage required by Section 13, and an Intent to Pay Prevailing Wages within fourteen (14) days from the Notice of Award date. In the event that the successful bidder fails to timely sign and return the Agreement and furnish such other documents required by Section 10, all rights of said bidder with regard to this project will be annulled to the extent allowed by law and the successful bidder's Bid Security will be forfeited to WCLS. The Agreement is executed once all of the documents listed in this Section 12 are furnished within the timeline specified and the WCLS Executive Director or designee then signs and dates the Agreement.

11. Project Labor Agreement

As a function of the grant funds from the Department of Labor, this project requires that the contractor and owner be signatory to a Project Labor Agreement (PLA) between the owner, contractor, and applicable local trades unions. WCLS' PLA is attached as **Exhibit E** for prospective bidder review. The contractor agrees to the stipulations of the PLA by signing the Agreement.

12. Insurance & Liability

The Contractor shall procure and maintain during the life of this contract such insurance as shall protect him and any subcontractor performing work covered by this contract from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations are performed by himself or by any subcontractor or by anyone directly employed by either of them.

Insurance must be placed with commercial insurance companies licensed to do business in the State of Washington and which possess minimum financial standards of A.M. Best Company, A-VI or better. Certificates of Insurance for all insurance shall be filed with WCLS naming WCLS as Additional Insured. The policy amount shall be \$1,000,000 combined single limit.

All insurance policies by the Contractor shall provide (1) that the policies shall not be cancelled or the amount thereof reduced without forty-five (45) days prior written notice to WCLS, and (2) that forty-five (45) days prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.

13. Prevailing Wage

All laborers, workers or mechanics employed in the performance of this contract, whether by the Contractor, subcontractor or other person, shall be paid no less than the prevailing wage. It is the sole responsibility of the Contractor to assign the appropriate classifications to such laborers, workers or mechanics and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Prevailing Wage Section, P.O. Box 44540, Olympia, Washington 98504-4540, (360) 902-5335, or on their website at <http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

Before any payment is made by WCLS for work performed by a Contractor or subcontractor, such Contractor or subcontractor must submit to WCLS a statement of intent to pay prevailing wages in accordance with RCW 39.12.040. Prior to acceptance of such work by WCLS, such Contractor or subcontractor shall submit to WCLS an affidavit of wages paid in accordance with RCW 39.12.040.

14. Retainage

Funds representing five percent of the value of the contract (excluding amounts representing retail sales taxes due from the Contractor to the Department of Revenue) shall be retained and held in trust for the protection and payment of (i) the claims of any person arising under the contract and (ii) the State of Washington with respect to taxes, increases and penalties imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor; provided that, upon the request of the Contractor, the amount of funds so retained and held shall be reduced to 100 percent of the value of the work remaining on the project. Such funds shall be, at the option of the Contractor, (a) retained by WCLS in a fund, (b) deposited by WCLS in an interest-bearing account in a bank, mutual savings bank, or savings and loan association (with interest payable to the Contractor), or (c) placed by WCLS in escrow with a bank or trust company. After completion of all contract work, the Contractor may request WCLS to release and pay in full the amounts retained and held during performance of this Contract, and, no more than 60 days after such request, WCLS shall release and pay such amounts subject to the provisions of chapters 39.12 and 60.28 RCW.

15. Rejection of Bids

WCLS will have the right to reject any and all bids and in particular to reject a bid received after the deadline for bids due or bids that are not accompanied by the required Bid Security or Non-Collusion Affidavit or a bid in any way incomplete or nonresponsive to the bid package. These bids will be deemed non-responsive. WCLS further reserves the right to accept that proposal which is in the best interest of WCLS.

16. Appeal Process

If WCLS determines that the apparent low bidder does not meet bidder responsibility criteria in Section 4 above and is therefore not a responsible bidder, WCLS shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of WCLS's determination by presenting additional information to WCLS. WCLS will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, WCLS will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

V. ESTIMATED REQUEST FOR BID TIMELINE

The following schedule has been established for submitting and evaluating the bids and selecting the contractor. Except for the RFP due date, the remaining dates are tentative only, and WCLS reserves the right to adjust them at its sole discretion.

<u>Activity</u>	<u>Due Date</u>
Issue Request For Proposal (RFP)	03/02/2024
Voluntary Intent to Apply notice	open
Mandatory Site visit w/ prospective Contractors	03/19/2025
RFP questions submission deadline	03/21/2025
Bid submission deadline	03/28/2025
Bid Opening	03/31/2025
Notice of Award sent to successful bidder	04/01/2025
Board of Trustees Contract Approval	04/15/2025
Project Labor Agreement Execution	04/16/2025
Contract Execution	04/16/2025
Notice to Proceed	04/19/2025
Project Kickoff Meeting	04/21/2025

VI. SUBMISSION INSTRUCTIONS

Submit bid, bid bond, and anti-collusion certification electronically to Ryan Cullup, Facilities Services Manager at ryan.cullup@wcls.org . Alternatively, bids may be mailed via United States Postal Service to:

Ryan Cullup, Facilities Services Manager
Whatcom County Library System
5205 Northwest Drive
Bellingham WA, 98226

All submissions must be submitted by the dated submission deadline above by 5PM. Late submissions or submissions lacking the appropriate documentation will not be considered.

VII. GENERAL TERMS AND CONDITIONS

These general terms and conditions shall be made a part of and govern any purchase order/contract resulting from this Invitation to Bid.

CONFLICT OF INTEREST: The selected company must agree to disclose all potential, current conflicts of interest, as well as potential conflicts as they might occur.

CERTIFICATION: Bidder shall furnish certification of authority demonstrating authority to conduct business in the State of Washington. Registration is obtained from the Washington Secretary of State, who will also provide certification thereof.

TITLE AND RISK OF LOSS: The title and risk of loss for goods delivered under this contract, if any, shall not pass to WCLS until it actually receives, takes possession and accepts the goods at the point or points of delivery.

ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and/or services performed under this Contract shall be to the satisfaction of WCLS and in accordance with the specifications, terms, and conditions of the Contract.

INDEMNIFICATION: To the fullest extent permitted by law, the Bidder agrees to indemnify and hold harmless WCLS, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the Respondent.

COMPLIANCE WITH LAW: Bidder is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, Affordable Care Act of 2010, and all other applicable laws and regulations.

APPRENTICESHIP REQUIREMENTS: Grants received by WCLS through the Washington State Department of Commerce and the Washington Electric Vehicle Charging Program (WAEVCP) require that 25% of all electrical crews be an apprentice. Additional apprentice utilization is required via a Project Labor Agreement. Contractors will be required to submit evidence to show apprentice participation.

MWBE CONTRACTOR: WCLS is committed to providing opportunities to MWBE contractors.

PROJECT LABOR AGREEMENT (PLA): Grants received by WCLS through the Washington State Department of Commerce and the Washington Electric Vehicle Charging Program (WAEVCP) require a Project Labor Agreement to be developed between participating unions and the employer/project owner. WCLS is committed to developing a PLA.

COMPLIANCE WITH WCLS POLICIES: Bidders must abide by all applicable WCLS policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required to undergo a criminal background check.

PAYMENTS: Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with applicable WCLS policies and procedures.

CONTRACT AMENDMENTS: The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by the parties.

INDEPENDENT RESPONDENT STATUS: Respondent agrees that it is engaged as an independent Respondent and acknowledges that WCLS will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of WCLS, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

NON-DISCLOSURE: Respondent and WCLS acknowledge that they or their employees may, in the performance of this contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Respondent or WCLS, unless required by law.

PUBLICITY: Respondent agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of WCLS name in connection with any sales promotion or publicity event without the prior express written approval of WCLS.

SEVERABILITY: If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

FORCE MAJEURE: If either WCLS or Respondent is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder or give rise to any claim for damages.

GOVERNING LAW: This contract will be governed and construed according to the laws of the State of Washington. Both parties agree that venue for any litigation arising from this contract shall lie in Whatcom County, Washington.

ASSIGNMENT: The Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of WCLS.

RIGHT TO A JURY TRIAL: Neither WCLS nor Respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

INSURANCE: Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Respondent shall furnish to WCLS certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE LIMITS A. Worker's Compensation Statutory B. Comprehensive General Liability \$1,000,000 Ea. occurrence \$2,000,000 aggregate C. Automobile Liability (owned/leased, non-owned, and hired) (1) Bodily Injury \$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence (2) Property Damage \$1,000,000 Ea. Occurrence

MINIMUM WAGE: WCLS requires that all employees of prime contractor and respondents who submit proposals or statements of qualifications for and perform contractual work for WCLS receive a prevailing wage. Washington State law requires prevailing wages for public works. This project is identified as a public work.

VIII. PROJECT SPECIFICATIONS

- All work to existing municipal, state, and national code
- See Exhibit C and Exhibit D for additional specifications

IX. LIST OF ATTACHMENTS

Exhibit A – Acknowledgement of Addenda

Exhibit B – Anti-collusion Certification

Exhibit C – Electrical Engineering Design

Exhibit D – Project Labor Agreement Template

Exhibit A
ACKNOWLEDGEMENT OF ADDENDA

The Proposer acknowledges receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the statement of qualification. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your statement of qualification. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____
Addendum No. _____, Date _____
Addendum No. _____, Date _____
Addendum No. _____, Date _____
Addendum No. _____, Date _____
Addendum No. _____, Date _____
Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The respondent represents that the following principals are authorized to sign statements of qualifications, proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

_____	Name (print)
_____	Title
_____	Signature
_____	Date
_____	Address
_____	City
_____	State
_____	Phone Number
_____	Email address

Exhibit B
NON-COLLUSION DECLARATION

This form must be submitted by all respondents with their statement of qualifications. WCLS will not accept any statement of qualification that is not accompanied by a completed Non-Collusion Declaration.

STATE OF WASHINGTON }

} ss

COUNTY OF _____ }

, being first duly sworn, on her/his oath says that the statement of qualifications above submitted is a genuine and not a sham or collusive statement of qualifications, or made in the interest or on behalf of any person not therein named; and he/she further says that the said respondent has not directly or indirectly induced or solicited any proposal or statement of qualification on the above Work or supplies for the Work to put in a sham bid, statement of qualifications, or any other person or entity to refrain from bidding or responding to the above work; and that said respondent has not in any manner sought by collusion to secure itself an advantage over any other respondents.

Signature

Print Name

Print Title and Company Name

Subscribed and Sworn before me this ____ day of _____, 20____.

Signature

Print Name

Notary Public in and for the State of Washington,
 Residing at:
 Appointment expires: