

# **REQUEST FOR PROPOSALS (RFP)**

## **Administrative Services Lighting Project**

ISSUING AGENCY:  
Whatcom County Library System

RELEASED:  
08/11/2025  
CLOSES:  
09/09/2025

**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**  
**Administrative Services Lighting Project**

**NOTICE**

The Whatcom County Library System (WCLS) is inviting bids from qualified firms to retrofit existing lighting fixtures from florescent lamps to LEDs.

**I. INTRODUCTION AND BACKGROUND**

Whatcom County Library System (WCLS), invites bid proposals from qualified contractors that can provide installation services to retrofit approximately 344 existing light fixtures to accommodate either line voltage (ballast bypass UL Type B) Tubular Light Emitting Diode lamps (TLED's) or TLED lamps with LED dimmable drivers (UL Type C) in its Administrative Services (AS) facility located at 5205 Northwest Dr. Bellingham WA, 98226. WCLS is receiving a lighting incentive from Puget Sound Energy to partially offset the costs of this project.

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.

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 removing and properly disposing of existing light ballasts. The contractor shall then rewire existing light fixtures to accommodate UL Type B or Type C lighting systems. The contractor shall also replace selected existing light switches to accommodate Type C lamps and LED drivers. Finally, in selected locations the contractor shall replace existing florescent light fixtures with new light fixtures. See associated exhibits for locations and estimated counts of materials and equipment.

**B. Project Goals**

- Remove and replace existing florescent bulbs with TLEDs;
- Remove existing select light fixtures and replace with selected LED light fixtures (see attached exhibits showing locations, fixture and lamp counts)
- Safely and properly dispose of existing lamps, electronic ballasts, fixtures, and all other materials removed during project
- Communicate initial and ongoing schedule to project manager; communicate with building occupants in a professional manner

C. Project Scope Elements:

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

- Procure all necessary materials
- Coordinate work with owner's project manager to reduce occupant disturbance
- Select a schedule that minimizes building occupant disturbance at minimum cost
- Prepare preliminary schedule and hours of work for owner review
- Update project manager on completion of work
- Apply for necessary permits
- Remove and safely dispose of approximately 594 existing florescent lamps and an estimated 344 electronic ballasts
- Rewire 344 existing light fixtures to accommodate either Type B or Type C lamps
- Install LED lamps and fixtures (see exhibits for cutsheets)
- Replace 3 vanity lights with new light fixtures in select locations
- Replace 2 recessed can lights with new LED light fixtures in one selected location
- Replace select existing light switches in select locations with 0 – 10V dimming vacancy / occupancy sensor switches (see exhibits for cutsheets and locations)
- Verify new lights are working properly
- Verify existing light switches are compatible with new LED lights
- Replace light switches that are not compatible with ballast bypass TLEDs as needed.

**III. MANDATORY SITE WALKTHROUGH**

A mandatory walkthrough of the sites is required. The walkthrough for the facility, located at 5205 Northwest Drive, Bellingham WA, 98226, shall be held on August 25<sup>th</sup>, 2025 at 1PM. Signs shall be posted by the owner directing interested parties to the appropriate entrance at the rear of the facility. Visiting contractors are required to sign in and wear a visitor badge.

**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 scheduled for the date under section V – Estimated Request for Bid Timeline at 1PM. Bid tabulation results shall be emailed to each bidder the day after bids are opened and reviewed. 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 and 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. 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.

## **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

<b><u>Activity</u></b>	<b><u>Due Date</u></b>
Issue Request For Proposal (RFP)	08/11/2025
Voluntary Intent to Apply notice	Open
Mandatory Site visit w/ prospective Contractors	08/25/2025
RFP questions submission deadline	09/01/2025
Bid submission deadline	09/09/2025
Bid Opening	09/10/2025
Notice of Award sent to successful bidder	09/17/2025
Board of Trustees Contract Approval (if needed)	09/16/2025
Contract Execution	09/18/2025
Notice to Proceed	09/22/2025
Project Kickoff Meeting	09/23/2025

#### **VI. SUBMISSION INSTRUCTIONS**

Submit bid, bid bond, and anti-collusion certification electronically to Ryan Cullup, Facilities Services Manager at [ryan.cullup@wcls.org](mailto: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.

**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 attached cut sheets for product specifications

**IX. LIST OF ATTACHMENTS**

**Exhibit A – Acknowledgement of Addenda**

**Exhibit B – Anti-collusion Certification**

**Exhibit C – Bid Proposal Form**

**Exhibit D – Bid Security Form (Bond)**

**Exhibit E – Bid Security Form (Check)**

**Exhibit F – Bidders Qualification Form**

**Exhibit G – PSE Lighting Rebate Application**

**Exhibit H – 1990 Administrative Services Construction Design**

**Exhibit I – Administrative Services Lighting System Materials by Selected Location**

**Exhibit J – Lamp Fixture and Switch Count**

**Exhibit K – Selected Material Cut Sheets**

**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:

**Exhibit C**  
**Bid Proposal Form**

Bid To: WHATCOM COUNTY LIBRARY SYSTEM

Date: \_\_\_\_\_

Job Name: Administrative Services Lighting Project

Bidder Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

1. This Bid Proposal (this "Bid") is made in connection with the Invitation to Bid (the "Invitation to Bid"), dated \_\_\_\_\_, 2025 issued by WHATCOM COUNTY LIBRARY SYSTEM ("WCLS") for a public works project described therein (the "Work") and known by the name Administrative Services Building Remodel. Capitalized terms used but not defined herein shall have the meanings given in the Invitation to Bid.
2. The undersigned, as or on behalf of the bidder (the "Bidder"), proposes and agrees, if this Bid is accepted, to enter into an Agreement with WCLS in accordance with the terms set forth in the Invitation to Bid to perform the Work.
3. Bidder hereby accepts all of the terms and conditions of the Invitation to Bid governing the procedures for bidding on the Work including, without limitation, requirements pertaining to the provision, retention and return of the Bid Security. Bidder acknowledges that this Bid will not be accepted if it is not accompanied by the Bid Security and Non-Collusion Affidavit described in the Invitation to Bid.
4. This Bid will remain open until it is withdrawn by the Bidder pursuant to Section 10 of the Invitation to Bid or until the Bidder has received bid results disclosing that this Bid was not successful. If this Bid is successful, the Bidder will sign and return the Agreement and furnish the Performance and Labor & Material Payment Bond, a certificate of insurance coverage and a statement of intent to pay prevailing wages within fourteen (14) days of the Notice of Award date. The Bidder's failure to timely sign and return the Agreement or furnish such other documents will result in the annulment of all rights of the Bidder with regard to the Work and the forfeiture of the Bidder's Bid Security to WCLS.
5. Bidder has examined the Invitation to Bid including the bid specifications, terms, conditions and deadlines for commencement and completion set forth therein.
6. Bidder has attended the Pre-Bid Showing and has examined the premises and site so as to compare them with the drawings and specifications provided by WCLS, and to have satisfied itself as to the facilities and difficulties attending the performance of the Agreement. Bidder has

familiarized itself with the nature and extent of the Work, the site and locality where the Work is to be performed, the legal requirements (including applicable federal, state and local laws, ordinances, rules, regulations and taxes), and the other conditions (including uncertainty of weather and all other contingencies) which may affect cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. Bidder hereby acknowledges that no allowance shall be subsequently made on behalf of Bidder by reason of any error or neglect on the part of the Bidder in the submission of this Bid.

7. If the Bidder is a corporation or company, this Bid 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 with this Bid. If the Bidder is a corporation, this Bid includes an impression of the Bidder's corporate seal. If the Bidder is a firm, this Bid includes the printed firm name and member or agent name. If the undersigned is an agent for another or others, the undersigned has filed a certificate or other legal evidence of his authority to submit this Bid.

**For the complete and timely performance of all Work described in the Invitation to Bid for that project entitled "Administrative Services Lighting Project," the Bidder agrees to accept in full payment therefor the bid amount stated below.**

Bid amount (including all applicable sales tax): \_\_\_\_\_

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**Exhibit D**  
**Bid Security**

(BID GUARANTY BOND)

KNOW ALL PERSONS BY THESE PRESENTS THAT: \_\_\_\_\_,  
hereinafter called "Principal", and \_\_\_\_\_, a corporation organized under  
the laws of the State of \_\_\_\_\_ and authorized to transact surety business in the State of Washington,  
hereinafter called the "Surety," are jointly and severally held and firmly bound unto the Whatcom  
County Library System, hereinafter called "Owner", in the sum of \$\_\_\_\_\_ (which amount equals  
five percent (5%) of the aggregate of the Bid proposal of Principal for the Work) lawful money of the  
United States. The Principal binds itself, its heirs, executors, administrators successors and assigns, and  
the Surety binds itself, its heirs, executors, administrators successors and assigns, all jointly and  
severally.

WHEREAS, this Bid Security is submitted in connection with the Invitation to Bid (the "Invitation to Bid"),  
dated February 23, 2016, issued by WHATCOM COUNTY LIBRARY SYSTEM ("WCLS") for a public works  
project described therein (the "Work") and known by the name Administrative Services Building  
Remodel. Capitalized terms used but not defined herein shall have the meanings given in the Invitation  
to Bid.

NOW, THEREFORE, the condition of this obligation is such that if Principal is notified that it is the lowest  
responsible bidder for the Work, and if Principal within fourteen (14) days from the Notice of Award  
date enters into, executes, and delivers to Owner a signed Agreement, certificate of insurance coverage,  
intent to pay prevailing wages and the Performance and Labor & Material Payment Bond, then this  
obligation shall be void. If, however, the Principal fails or refuses to furnish, execute and deliver to  
Owner all such documents within the time required, then Principal and Surety shall forfeit to Owner the  
sum hereof, and Surety shall pay such sum to the Owner within ten (10) days following written demand  
by the Owner.

AND IT IS HEREBY DECLARED AND AGREED the Surety shall be liable under this obligation as Principal,  
and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a  
discharge or a release of liability of Surety.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Seal

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Seal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**[Power of Attorney Must be Attached]**

Surety's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety's Phone and Fax Number:

\_\_\_\_\_



**Exhibit E**  
**Bid Security**  
**(CASHIER'S CHECK)**

Herewith find the deposit in the form of a certified check in the amount of \$\_\_\_\_\_, which amount is equal to five percent (5%) of the total Bid submitted by or on behalf of the undersigned Principal. This amount is submitted as Bid Security in connection with the Invitation to Bid (the "Invitation to Bid"), dated February\_\_\_\_, 2016, issued by Whatcom County Library System ("WCLS") for a public works project described therein and known by the name Administrative Services Building Remodel, and may be forfeited to WCLS as provided in the Invitation to Bid.

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Exhibit F**  
**Bidder's Qualification Certificate**

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. State of Washington Contractor Registration Number: \_\_\_\_\_  
Expires: \_\_\_\_\_

3. Washington Unified Business Identifier (UBI): \_\_\_\_\_

4. Bidder must meet additional criteria listed in the Invitation to Bid, if applicable:

a. Does the Bidder have Industrial Insurance coverage (worker's compensation) for the bidder's employees working in Washington as required in Title 51 RCW?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not applicable \_\_\_\_\_

b. Does the Bidder have an employment security department number as required in Title 50 RCW?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not applicable \_\_\_\_\_

c. Does the Bidder have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not applicable \_\_\_\_\_

5. The undersigned certifies that the Bidder has not been disqualified from bidding on any publicworks contract under RCW 39.06.010 or 39.12.065(3).

6. Did the Bidder attend the mandatory Pre-Bid Showing?

Yes \_\_\_\_\_ No \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Signature)