

**INVITATION TO BID (ITB)**

**Birch Bay Vogt Library Express Renovation**

ISSUING AGENCY:  
Whatcom County Library System

RELEASED:  
04/15/2026

CLOSES:  
05/13/2026

**Whatcom County Library System**  
**Attn: Ryan Cullup, Facilities Services Manager**  
**5205 Northwest Drive**  
**Bellingham, WA 98226**  
**Ryan.Cullup@wcls.org**

**WHATCOM COUNTY LIBRARY SYSTEM**  
**Request for Proposals for**  
**Birch Bay Vogt Library Express Renovation**

**NOTICE**

Whatcom County Library System (WCLS) is inviting bids from qualified firms for the renovation and upgrade of the Birch Bay Vogt Library Express branch.

**I. INTRODUCTION AND BACKGROUND**

Whatcom County Library System (WCLS) invites bid proposals from qualified contractors that can provide building renovation and site upgrades to convert an existing single-family residence into a Library Express branch. The scope generally includes substantial alterations to the existing structure, miscellaneous site improvements, accessibility upgrades, and flood mitigation measures. Additional work includes structural upgrades and the replacement of existing mechanical, electrical, and plumbing systems.

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, Washington State Department of Commerce grant funds, Federal ARPA grant funds provided by Whatcom County, and private donations.

**Estimated Bid Range (Excluding WSST):** \$1,265,000 - \$1,395,000.

**Bid Submittal Due Date:** No later than **5:00PM on Wednesday, May 13, 2026**. Refer to Section VII for bid submission instructions.

**Last Day for Questions and Substitution Requests:** No later than 5:00PM on Wednesday, May 6, 2026. Refer to Section IV for submission instructions.

**Project Documents:**

For current information about this project including current bid documents, addendum, and other project information, please see the WCLS website under <https://www.wcls.org/rfq/>.

**II. SCOPE OF SERVICES**

**A. Project Goals:**

- WCLS goal is for the facility to be operational and open to the public before December 31, 20226.
- Work in close collaboration with WCLS and the Architect to convert an existing single-family residence into a new Library Express branch.
- Provide regular project updates to WCLS and the public.
- Minimize the disturbance of archaeological deposits and cultural artifacts.
- Complete the work in a timely, focused manner to open the facility to the public.

**B. Project Scope Elements:**

The selected Contractor shall perform the work as described in the Project Documents, which generally includes, but is not limited to:

- Site improvements include the demolition of two existing pole buildings, new paved parking areas, site drainage infrastructure, lighting, signage, and landscaping.

- Right of way improvements including widening of the driveway, fire apparatus turnaround, and paved apron at the connection to Birch Bay Drive.
- Implementation of new flood mitigation measures including filling of the crawlspace, installation of flood vents, sump pumps, and anchorage of the building structure.
- Structural improvements including new concrete footings, joist framing, shear walls, support beams and columns.
- Exterior envelope upgrades including the installation of new siding, weather barriers, thermal insulation, and energy efficient doors and windows.
- Accessibility upgrades including a new exterior access ramp, accessible toilet rooms, and accessible parking stalls.
- Interior renovations including new interior partition walls and replacement finishes.
- Mechanical and plumbing upgrades including new split-system heat pumps, continuous ventilation, plumbing fixtures, and distribution systems.
- Electrical improvements including electrical service upgrades, new LED light fixtures, and data/communication systems.
- Security and life safety improvements including a new fire alarm system, creation of conduit pathways for video monitoring, and access control systems.

### III. **NON-MANDATORY SITE WALKTHROUGH**

Interested bidders, contractors, subcontractors, suppliers and the like are highly encouraged to attend the pre-bid site visit:

**Date and Time:** Thursday, April 23, 2026, at 2:00PM.

**Location:** 7948 Birch Bay Drive, Blaine, WA 98230.

### IV. **BIDDER QUESTIONS & SUBSTITUTION REQUESTS**

Bidders are requested to review the Bid Documents carefully, without delay, for defects and questionable or objectionable matter. Substitution requests and questions regarding the Bid Documents or bid process should be made in writing and received by WCLS **no later than 5:00PM on Wednesday, May 6, 2026**. The anticipated last date for issuance of Addenda is Thursday, May 7, 2026. Addenda will be posted to the WCLS website under <https://www.wcls.org/rfq/>.

Submit all questions and substitution requests via email to WCLS and the Architect listed below:

Ryan Cullup (WCLS): [Ryan.Cullup@wcls.org](mailto:Ryan.Cullup@wcls.org)

Joe Muller (OAI): [jmuller@oaips.com](mailto:jmuller@oaips.com)

Clark Yoder (OAI): [cyoder@oaips.com](mailto:cyoder@oaips.com)

### V. **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:

- 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;
- Have a current Washington Unified Business Identifier (UBI) number;
- If applicable:
  - 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 11. If no contract is awarded, WCLS will promptly return all Bid Securities to the respective bidders.

## **3. Verification of Subcontractor Responsibility Criteria**

In accordance with RCW 39.30.060, 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 1(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).

## **4. Apprenticeship Requirements**

Mandatory 15% apprentice labor hours of the total labor hours are a requirement of the construction contract. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions to Bidders and the General Conditions for Washington State Facility Construction. Bidders may contact the Department of Labor & Industries, Apprenticeship Section, to obtain information on available apprenticeship programs.

## **5. 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’s 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.

## **6. Bid Results**

Bidders will be able to attend public bid opening via a Microsoft Teams Meeting invitation scheduled for the date under section VI – Estimated Request for Bid Timeline at 11:00AM. The public bid opening invitation will be emailed to attendees of the optional site walkthrough and posted to WCLS’ website approximately 1 week before the bid opening. Bid tabulation results shall be emailed to each bidder the day after the bid opening. 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 and provide the appropriate bonds and insurance documents to WCLS. The contractor must receive a Notice to Proceed from WCLS after a contract has been executed before work commences.

## **7. 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 5.

#### **8. 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.

#### **9. 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.

#### **10. Performance Bond and Labor & Material Payment Bonds**

Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312.

#### **11. Execution of Contract**

The successful bidder must sign and return the Contract and furnish the Performance and Labor & Material Payment Bond (if required), a certificate of insurance coverage as required by Section 12, 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.

#### **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 1 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.

#### **17. Time for Completion**

**Contract Time:** Contractor agrees to achieve Substantial Completion within **180 calendar days** following the date of the Notice to Proceed.

**Final Completion:** All the Work shall be fully and finally completed in accordance with the contract documents within **30 calendar days** after the date of Substantial Completion.

**Liquidated Damages:** Contractor agrees to pay the Owner as liquidated damages the sum of **\$500.00** for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice after taxes and retainage.

**VI. ESTIMATED REQUEST FOR BID TIMELINE**

The following schedule has been established for submitting and evaluating the bids and selecting the contractor. Except for the ITB 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 Invitation To Bid (ITB)	04/15/2026
Voluntary Intent to Apply notice	Open
Optional Site visit w/ Prospective Contractors	04/23/2026
ITB questions submission deadline	05/06/2026
<b>Bid submission deadline</b>	<b>05/13/2026</b>
Bid Opening	05/18/2026
Notice of Award sent to successful bidder	05/19/2026
Board of Trustees Contract Approval (if required)	05/19/2026
Contract Execution	05/26/2026
Notice to Proceed	06/09/2026
Project Kickoff Meeting	06/16/2026
Substantial Completion	11/05/2026
Final Completion	12/04/2026

**VII. 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 5:00 PM. Late submissions or submissions lacking the appropriate documentation will not be considered.

A Virtual Public Bid Opening will be held at approximately 11:00 AM on Monday, May 18, 2026 via Microsoft Teams. See the Advertisement for Bids for additional information

## **VIII. 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.

**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.

**IX. PROJECT SPECIFICATIONS**

- All work shall conform to applicable codes and local building requirements.
- Refer to Exhibit G for project specifications and Exhibit H for project drawings.

**X. LIST OF ATTACHMENTS**

**Exhibit A – Acknowledgement of Addenda**

**Exhibit B – Non-collusion Declaration**

**Exhibit C – Bid Proposal Form**

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

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

**Exhibit F – Bidders Qualification Certification**

**Exhibit G – Bid Set Specifications dated 04/15/2026**

**Exhibit H – Bid Set Drawings dated 04/15/2026**

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

Bid To: WHATCOM COUNTY LIBRARY SYSTEM Date: \_\_\_\_\_

Job Name: BIRCH BAY VOGT LIBRARY EXPRESS RENOVATION

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 \_\_\_\_\_ issued by WHATCOM COUNTY LIBRARY SYSTEM ("WCLS") for a public works project described therein (the "Work") and known by the name Birch Bay Vogt Library Express Renovation. 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 if so required, retainage selection if so required, 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 as above the Bidder agrees to accept in full payment therefore 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 \_\_\_\_\_ issued by WHATCOM COUNTY LIBRARY SYSTEM ("WCLS") for a public works project described therein (the "Work") and known by the name "Birch Bay Vogt Library Express Renovation" 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 and retainage selection if so required, 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 \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, issued by Whatcom County Library System ("WCLS") for a public works project described therein and known by the name Birch Bay Vogt Library Express Renovation, 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 public works contract under RCW 39.06.010 or 39.12.065(3).

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

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