



NORTHSHORE SCHOOL DISTRICT No. 417

Bothell, Washington

INVITATION FOR BIDS

Classroom Lock Security Upgrades Phase 3

Bids Due: May 11, 2020 at 2:00PM PST

VOLUME 2

ATTACHMENT A

BID FORM

Attachment A: Bid Form is a MS Excel spreadsheet available on the District website at <http://www.nsd.org/business>. This Attachment must be electronically submitted in MS Excel format.

For technical assistance with this form, please use the communication protocol specified in Section 1.5 of the IFB document.

See paragraph 2.6 of Instructions to Bidders for further bid requirements.

ATTACHMENT B

BID CERTIFICATION

Pursuant to and in compliance with this Invitation for Bid and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein. This Bid is made based on a thorough examination of the IFB documents, including standards and drawings, and an examination of the premises and conditions affecting the work.

The Undersigned further declares that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any representative of the District, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Project.

The Undersigned Bidder states that it has the ability and means to complete the Work in a timely manner and proposes to furnish and supervise all work, including labor and materials, and perform all work for the various parts of the construction in accordance with the above referenced IFB Documents for the total amount indicated on Attachment A- Bid Form.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Legal Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Email Address: _____

UBI Number: _____

Contractor License Number: _____

Acknowledge receipt of addendum # _____ **through** _____.

ATTACHMENT C

AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

STATE OF _____

COUNTY OF _____

The undersigned, being first duly sworn, on oath states on behalf of _____, herein after called the Bidder, as follows:

A. Conflict of Interest: That the Bidder, by submitting this Bid to the District to perform or provide work, services or materials, has thereby covenanted, and by this affidavit does again covenant and assure, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Bidder or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the District and shall take action immediately to eliminate the conflict or to withdraw from this Contract, as the District may require.

B. Contingent Fees and Gratuities: That the Bidder, by submitting this Bid to the District to perform or provide work, services or materials, has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Bidder has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of the District or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SIGNED this _____ day of _____, 20 _____

Name of Contractor

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20 _____.

NOTARY PUBLIC in and for the State of Washington
residing at

My Appointment Expires: _____

ATTACHMENT D

NONCOLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on his/her oath says that the Bid herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other bidder or bidders.

SIGNED this _____ day of _____, 20____

Name of Contractor

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
residing at

My Appointment Expires: _____

ATTACHMENT E

BID GUARANTEE BOND

KNOW ALL BY THESE PRESENTS: That we, _____, as Principal, and _____, as Surety, are jointly and severally held and firmly bound unto Northshore School District #417, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the Total Bid Price of the Principal for the work, this sum not to exceed _____ **DOLLARS (\$ _____)** of lawful money of the United States, for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of:

Classroom Lock Security Upgrades Phase 3 IFB

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents which are conditions precedent to the execution of the Agreement, enters into, executes and delivers to the Obligee an agreement on the form provided herein complete with evidences of insurance, and if the Principal, within the time specified, gives to the Obligee the performance and payment bond(s) on the form(s) provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the Bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

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

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____

Principal: _____ By: _____
Title: _____ Address: _____
City/Zip: _____ Telephone: (____) _____

Surety: _____ By: _____
Title: _____ Address: _____
City/Zip: _____ Telephone: (____) _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid Guarantee Bond.

ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name: _____

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

City: _____ State: _____

ATTACHMENT G

DEBARMENT CERTIFICATION

_____ certifies that to the best of their knowledge/belief that neither _____ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Northshore School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Northshore School District should determine at any time that this certification is false, Northshore School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

Individual and/or company agree by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Authorized Signature: _____ Date: _____

Printed Name

Company

ATTACHMENT H

SAMPLE AGREEMENT FORM

THIS AGREEMENT between Northshore School District ("District"), and _____, hereinafter called the "Contractor" agree as follows:

The Contractor, for the consideration specified in the Contract Documents, shall in strict accordance therewith perform all the activities required by the Contract Documents for the following project:

Classroom Lock Security Upgrades Phase 3

District agrees to pay the Contractor for fulfillment of the Work and performance of the covenants set forth in the Contract Documents.

The Contract Documents consist of the documents listed below issued prior to execution of this Contract Agreement, the Agreement Form, and all Change Orders issued subsequent to execution of this Contract Agreement. The following is an enumeration of the documents, not in their order of precedence:

- Change Orders
- This Agreement Form
- Addenda
- General Conditions
- Project Standards
- Contract Drawings
- All other Invitation for Bid Documents, including Bid Forms submitted by Contractor

Such Contract Documents form the Contract and all are as fully a part of the Contract as if attached to this Contract Agreement or repeated herein.

The Contractor agrees to complete the Work, furnish all tools, materials and equipment necessary on the terms and conditions specified in the Contract Documents. The Contractor further agrees to assume and perform all of the covenants and conditions required of the Contractor pursuant to these Contract Documents, for the total Contract Price of \$_____.

Except as expressly provided in the Contract Documents, no liability shall attach to District by reason of entering into this Contract Agreement.

IN WITNESS WHEREOF, the parties have caused this Contract Agreement to be executed as of the dates indicated below.

DISTRICT:

CONTRACTOR:

By: _____
Michelle Reid, Ed.D., Superintendent

By: _____

Date: _____

Print Name and Title
Date: _____

ATTACHMENT I

REQUEST FOR SUBSTITUTION FORM

TO: Ashley Clericus, Contracts and Procurement Manager (aclericus@nsd.org)

We hereby submit for your consideration the following item instead of the specified item for the above solicitation:

SECTION

SPECIFIED ITEM

Proposed Product Option/Substitution: _____

Attach complete technical data, including laboratory tests, and other relevant information to verify statements below.

Fill in Blanks Below:

A. Does the product option/substitution affect dimensions? Circle One

Yes (explain on attachment) No

B. The undersigned agrees to pay for changes to the design, including engineering and detailing costs caused by the requested product option/substitution.

Yes No

C. Manufacturer's guarantees of the proposed and specified items are:

Same Different (explain on attachment)

The undersigned states that the function, appearance and quality of the proposed items are equivalent or superior to the specified item.

Submitted By:

For Use by District:

Signature

Accepted Accepted As Noted

Not Accepted Received Too Late

Company

By _____

Date _____

Address

Remarks _____

Date _____

Telephone _____

ATTACHMENT J

LABOR, MATERIAL, AND TAXES PAYMENT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that, _____ (insert name of Contractor) as Principal, and _____, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto Northshore School District #417 "District", for the use and benefit of claimants as hereinafter defined, in the sum of _____ **Dollars (\$_____)**, lawful money of the United States of America, plus the total amount of any extra orders issued by District, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with District for Classroom Lock Security Upgrades Phase 3 which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person and (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due.

- i. The Principal and Surety hereby jointly and severally agree with District that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. District shall not be liable for the payment of any costs or expenses of any such suit or action.
- ii. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to District by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by District.

Signed this _____ day of _____, 20____

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Telephone _____ Telephone: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney- in-fact to make, execute, seal and deliver this performance bond.

PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____,
(insert name of Contractor) as Principal, and _____,
(insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____, (insert Surety’s state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the Northshore School District “District” in the sum of _____ **Dollars** (\$ _____), lawful money of the United States of America, plus the total amount of extra orders issued by District to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with District for **Classroom Lock Security Upgrades Phase 3** which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

- iii. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
- iv. If the Principal shall indemnify and hold District harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that District may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If District shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed fourteen (14) Days, except for good cause shown, notify Obligee in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall District be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by District.

Signed this _____ day of _____, 20____

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Telephone _____ Telephone: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney- in-fact to make, execute, seal and deliver this performance bond.