

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 1

Classroom Lock Security Upgrades Phase 3 IFB

NOTICE TO CONTRACTORS: Notice is hereby given that Northshore School District No. 417 will receive sealed bids for the Classroom Lock Security Upgrades Phase 3 project for work to upgrade classroom locks at 25 elementary and middle school sites. The upgrades will replace or retrofit existing classroom locks with more secure functionality, such as having thumbturns and indicators. Bids shall be submitted by email to the Northshore School District, Ashley Clericus, <u>aclericus@nsd.org</u>. All bids will be opened and publicly read aloud at 2:00PM on May 11, 2020. Each bid shall be in accordance with the Invitation for Bid Documents. Copies of the Invitation for Bid Documents may be examined on the District website at http://www.nsd.org/business. Small Businesses and Minority and Women-Owned businesses are encouraged to apply.

Dates of Advertisement: 04/20/2020 and 04/27/2020

Invitation for Bid

Classroom Lock Security Upgrades Phase 3

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OVERVIEW

Classroom Lock Security Upgrades Phase 3

1.1 Project Background

The Northshore School District No. 417 (District) comprises 32 schools and several buildings serving over 22,000 students in King and Snohomish Counties and the Cities of Kenmore, Bothell, and Woodinville. The District is upgrading classroom locks at all the facilities as part of an overall phased project. Phase 3 is represented in this scope and includes 25 elementary and middle schools within the District in support of the District's security initiatives.

1.2 Project Scope

The District is requesting Bids for work to upgrade classroom locks at 25 elementary and middle schools to increase the security posture within these classrooms. The upgrades will replace or retrofit existing classroom locks with more secure functionality, such as having thumbturns and indicators. All work at schools will need to be completed during the hours/days indicated in the Scope of Work section to avoid interruption of instructional activities.

1.3 Invitation for Bid Overview

The District is requiring firm, fixed prices for this project. The Bidder must bid on the entire project and the total bid prices must include, but not be limited to, all materials, equipment, tools, incidentals, preparation fees, labor, supervision, transportation, storage, profit, bonds, and insurance, and any other applicable costs necessary to perform and complete the work within the specified schedule. In the event there is a discrepancy between the unit prices and the total price, the unit price shall prevail.

All work items and the schedule in this Invitation for Bid are subject to change due to changes in conditions which could not be reasonably anticipated. Any quantities indicated on the Bid Form are actual inventoried quantities. District reserves the right to increase or decrease the amount of any item of Work and to make changes in the Work, as District may deem necessary or appropriate (see Volume 3: General Conditions Article 4). District will make payments based on the actual Work performed in accordance with the Contract.

Procurement Schedule

Date	Activity
5/2/2020	Deadline to Submit Questions or Requests for Substitution
5/11/2020	Bids Due, Public Bid Opening on District website at http://www.nsd.org/business
5/14/2020	Notice of Intent to Award Issued (All Bidders Notified)
5/26/2020	Board Approval for Contract Award
6/10/2020	Project Start Date

A. Non-Discrimination

The District is an equal opportunity employer. The Bidder understands and agrees that its compliance with applicable Federal and State non-discrimination laws is a condition precedent to its right to bid and that violation of said laws may result in rejection of the bid or subsequent cancellation of the resulting contract.

B. Compliance with Laws

The Bidder, or any of its subcontractors, shall not utilize any employee at the District site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime specified under RCW 28A.400.322, as now existing or hereafter amended.

RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

1.4 Pre-Bid Conference

A Pre-Bid Conference will not be conducted for this opportunity.

1.5 Questions and Addenda

Any clarifying questions pertaining to the contract documents or bid preparation should be directed in writing to:

Ashley Clericus, Contracts and Procurement Manager Email: aclericus@nsd.org

The text "Classroom Lock Upgrades Phase 3 IFB" must be in the subject line of all email communications. Communications relating to this Invitation for Bid with District or District-contracted personnel other than Ashley Clericus, Contracts and Procurement Manager, may result in the Bidder being disqualified from further participation in this procurement. Questions must be submitted no later than five (5) business days prior to the bid due date. Verbal responses are not binding. Bidders shall not rely upon any oral statements or conversations they may have with District employees, agents, or representatives regarding the solicitation, whether at the Pre-Bid Conference or otherwise. All questions will be answered in writing and included in formal Clarification or Addenda documents that will be posted to District's website at http://www.nsd.org/business. It is the responsibility of Bidder to review the District website regularly for updates. The Bidder should acknowledge all Addenda on the Certification Form.

1.6 Submittal of Bid

Bids shall be submitted in accordance with the times/date/place stated in the Notice to Contractors on Page 2 of this Invitation for Bid document. Bids should be hand-delivered or sent using certified mail to ensure that they arrive by the due date and time. Late submissions will not be accepted. Bidders accept all risks of late delivery, regardless of fault. Submittal of bid proposals by facsimile or e-mail transmittal shall not be accepted or considered.

Bids must be sealed, completed on the attached forms, and signed by the duly authorized representative of the Bidder. On the envelope in which the completed and signed Bid Document is sealed and submitted, print the Bidder name and title "Classroom Lock Upgrades Phase 3 IFB".

No Bidder may withdraw its bid after the time set for opening thereof, unless the award of contract is delayed for a period exceeding 45 days.

CHECKLIST OF BID DOCUMENTS/FORMS

Attachment A:	Bid Form	
Attachment B:	Bid Certification	
Attachment C:	Affidavit Concerning Conflicts of Interest and	
	Non-Competitive Practices	
Attachment D:	Non-Collusion Affidavit	
Attachment E:	Bid Guarantee Bond Form	
Attachment F:	Certification of Compliance with Wage Payment	
Statutes Attachment G: Debarment Certification		
Section 2.8:	Supplemental Responsible Bidder Criteria	

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or a complete listing of all documents that may be required. Bidders are advised to read carefully all portions of the Contract Documents and to comply with all requirements.

1.7 Conflicts of Interest

No director, employee or agent of the contractor shall give or receive any commission, fee, rebate, gift or entertainment in connection with the work, or enter into any non-consumer business arrangement with any director, employee or representative of Northshore School District No. 417, other than as a representative of the District.

INSTRUCTIONS TO BIDDERS

Classroom Lock Security Upgrades Phase 3

2.1 Responsive and Responsible Bidder

A. Bidder must meet the following responsiveness criteria to be considered a responsive bidder. The Bidder must:

- 1. Submit a complete bid with all required forms and signatures.
- 2. Submit a bid guarantee as required in Section 2.7.
- 3. Bid on 100% of the project. The project will not be divided into sections.

District reserves the right to request additional information from a Bidder before determining the Bid to be non-responsive. District may waive irregularities in the bidding process or bid documents.

B. In accordance with RCW 39.04, a Bidder must meet the following responsibility criteria:

- 1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- 2. Have a current state unified business identifier (UBI) number;
- 3. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) or debarred from contacting by any applicable State entity;
- 5. Not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- Not have a binding judgement of a willful violation of any provision of chapter 49.46, 49.48, or 49.52 RCW, as defined in RCW 49.48.082, from either the Department of Labor and Industries or any Court within three years prior to bid submission;
- 7. Meet all supplemental criteria requirements in Section 2.8.
- C. In accordance with RCW 39.06.020, a Bidder must verify responsibility criteria for

each first tier subcontractor. A subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses required contractor licenses.

D. If District determines a Bidder to be not responsive or responsible, District will provide, in writing, the reasons for the determination.

The Board of Directors of the District reserves the right to reject any or all bids and to waive any informalities or irregularities in the bidding, or to request that additional information be provided after bids are submitted.

2.2 Examination of Invitation for Bid Documents

A. The Bidder shall verify that all documents upon which the Bidder is basing its Bid, are full and complete with no missing pages, sheets, or unintentional blank spaces, and that the Bidder has received all Addenda issued prior to the bid opening date.

B. Each Bidder shall thoroughly examine the Invitation for Bid (IFB) and associated bidding documents and strictly comply with all instructions and provisions contained therein.

C. The failure or neglect of a Bidder to receive, examine, or understand any of the IFB Documents, statutes, ordinances, regulations, or permits shall in no way relieve the Bidder from any obligations with respect to the Bid or to the Contract. The Bidder bears full responsibility for errors or misunderstandings resulting from its estimating and method of preparing the Bid.

D. Each Bidder, by submitting a Bid, represents and certifies the following:

- 1. Bidder has read and understands each of the Bidding Requirements, General Conditions, Scope of Work/Standards and other documents contained in the Invitation for Bid Documents and its Bid is made in accordance with these documents.
- 2. Bidder has reviewed and is familiar with all federal, state and local statutes, ordinances, regulations, environmental assessments or impact statements relating to the work, and all permits that have been applied for or issued pertaining to the Work that may in any way affect cost, program or performance of the Work.
- 3. Bidder has visited the site and has familiarized itself with the local conditions under which the Work is to be performed.
- 4. Bidder has carefully examined and fully understands all the scope of work,

plans and specifications.

- 5. Bidder has read and fully understands the General Conditions and has determined to its satisfaction that the scope of work, plans and specifications are adequate and that it can complete the Work in accordance with the Invitation for Bid Documents.
- 6. Bidder has had a reasonable opportunity to discover any ambiguities in the scope of work or questions with regard to the Contract Documents and such ambiguities have been brought to the attention of the District in writing prior to submitting the Bid.
- 7. Bidder has consulted with all affected Utilities and included in its Bid all labor and materials to meet all requirements which may be imposed by each Utility and has also included in its Bid all costs and fees to be paid to such Utilities, including temporary services and temporary and permanent connections unless specifically excluded in the Contract Documents.
- 8. Bidder agrees to receive the prices set forth in its Bid as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of all work required under the Invitation for Bid Documents, and in all respects to complete the contract work to the satisfaction of the Architect or Project Manager.

2.3 Inspection of Work Site

A. The Bidder warrants and agrees that by submitting a Bid, it has taken steps reasonably necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or the cost and time required to complete the Work, including but not limited to:

- 1. Conditions bearing upon acquisition, transportation, disposal, handling and storage of materials;
- 2. Availability of labor, materials, water, electric power and roads;
- 3. Local weather and physical conditions at the Site;
- 4. Character of equipment and facilities needed preliminary to and during work performance; and
- 5. Biological hazards and associated physical hazards at the Site.

B. The Bidder further warrants and agrees that it is relying solely on the Bidder's own knowledge, examination, inspection and verification of:

- 1. Site of the Work;
- 2. Access to the Site;
- 3. Environmental factors and mitigation requirements;

- 4. All other data, matters and conditions requisite to the fulfillment of the Work;
- 5. Conditions ordinarily encountered or generally recognized as inherent to
- 6. the Work;
- 7. Requirements imposed by easements or permits;
- Existing and available services and utilities at and in the vicinity of the Work; and
- 9. Conditions bearing upon utilities as relates to temporary or permanent relocation or installation thereof.

2.4 Wages

This Contract is subject to Chapters 39.12 and 49.28 RCW relating to Washington Department of Labor & Industries ("L&I") prevailing wage requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor. The most recent schedules for state prevailing wages can be found here: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/. The selected Bidder will be required to file a Statement of Intent to Pay Prevailing Wages with L&I upon notification of contract award.

No less than 15% of the labor hours must be performed by apprentices in compliance with RCW 39.04.320.

Overtime hours will not be permitted unless expressly authorized in writing by the District in advance. In Section 3, Scope of Work, hours of work performed during school weeks are limited to after-hours/before school hours.

2.5 Substitution Requests

Requests for substitutions shall be submitted by email and received no less than five (5) business days prior to the bid opening date (See Section 1.3 for dates). Late requests will not be considered. Request format shall be as specified.

A. In order to establish a basis of quality and comparable cost to District, certain materials, processes or types of machinery and equipment may be specified in the IFB Documents by describing the process, by designating a manufacturer by name, brand, or product number, or by specifying a kind of material. It is not the intent of these Documents to exclude other processes, equipment or materials of equal value, utility or merit, which are approved by District. However, if material or equipment is specified as a sole source in the Documents, District will not consider substitutions for the sole source material or equipment.

B. During the bidding period, District will consider written requests for approval of Substitutions submitted by potential prime Bidders for material that is not specified as sole source in the Documents. District will not consider such requests from subcontractors, material or equipment vendors or representatives.

C. Written requests for substitution must be received no later than five (5) business days prior to the date of Bid Opening. Such requests shall be submitted on a Request for Substitution Form (See Attachment I). Each request shall include complete descriptions, technical data, and documentary evidence that the proposed substitution is equal to or better than those articles or materials specified. All requests for "approved equals" shall clearly and completely specify how the request meets or exceeds the required function of District's specification, and how the substitution is equal to or superior to District's specification.

D. Any test requirement in the specification that pertains to an item under consideration for "approved equal" must be submitted with the Request for Substitution. District reserves the right to request that samples be submitted and satisfactory demonstrations made for the proposed substitutions prior to approval. Freight, insurance, on-site storage and display, security, claims, and all other costs for consideration of samples of "approved equals" shall be entirely borne by the Bidder and its suppliers, both shipping to and from District.

E. If District's decision results in a change to the IFB Documents all Bidders shall be advised by Addendum.

F. District is the sole judge as to the comparative quality and suitability of alternative equipment, articles, materials or processes, and its decision is final.

2.6 Form of Bid

A. Bids shall be made on the forms provided in the Attachments.

B. The Bid Form shall be completed in its entirety and prices entered for each Bid item.

C. Bids that contain omissions, erasures or irregularities of any kind may be deemed non-responsive and rejected. Any qualification, addition, limitation or provision attached to or contained in a Bid may render the Bid non-responsive. District reserves the right to request additional information from the Bidder, reject the Bid, or take no action.

D. The Bid shall be signed by a person authorized to legally bind the Bidder.

E. Bidder shall submit an electronic copy of its Bid with signatures. Bidder shall submit an electronic copy of the Bid form spreadsheet in MS Excel format on a USB drive.

F. Bids must be submitted by email to the recipient indicated in the notice above. Bids will remain sealed until the time of the public Bid opening.

G. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of this Bid.

2.7 Bid Guarantee

The Bidder must submit a Bid Bond in the amount of 5% of the Total Bid amount, including taxes. The Bond shall be written by a surety firm licensed to do business in the State of Washington with an A.M. Best rating of not less than A-/VII or, alternatively, by a certified or cashiers check drawn upon a bank in Washington state, payable to the order of NORTHSHORE SCHOOL DISTRICT NO. 417. The Bidder shall require the Attorney-in-Fact who executed the required Bond on behalf of the surety to affix thereto a certified and current copy of Power of Attorney. The amount payable to the District under the bid guarantee bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the District in case of a failure or neglect of the Bidder to furnish, execute and deliver to the District the required performance bond and evidence of insurance and to enter into, execute and deliver to the District the Agreement on the form provided herewith.

2.8 Supplemental Responsible Bidder Criteria

- A. General Requirements
 - The Bidder must submit a response to the Supplemental Responsible Bidder Criteria below, including any required accompanying documentation as part of its Bid. Failure to timely submit the information may result in District basing the determination of responsibility upon any available information related to the supplemental criteria or District may find the Bidder not responsible.
 - 2. The documentation shall sufficiently demonstrate, in the sole judgment of District, that the Bidder meets the supplemental responsible Bidder criteria. At its sole discretion, District may allow the apparent low Bidder an opportunity to provide additional information or substitute proposed personnel or equipment in order to meet the criteria.
 - 3. It is the Bidder's responsibility to provide accurate information. If District is unable to contact references or verify information submitted by the Bidder, information related to that project might not be considered in the evaluation.
 - 4. The basis for evaluation of the Bidder's responsibility under the supplemental

criteria shall be the Bidder's responses and any documents or facts obtained by District whether from Bidder, third parties, or District's own records which any reasonable Owner would rely on for determining responsibility, including but not limited to: (a) financial, historical, or operational data; (b) information obtained directly by District from owners for whom the Bidder has worked, or other public agencies or private entities; and (c) any additional information obtained by District which is believed to be relevant to the matter. In addition to contacting bonding companies, District reserves the right to request financial statements from the Bidder to ensure that the Bidder has sufficient financial capacity for the project.

- 5. If District determines that a Bidder does not meet the supplemental responsible Bidder criteria, District will provide notice to the Bidder. The Bidder may appeal the determination by presenting additional information to District within 24 hours of such notice.
- 6. District reserves the right to evaluate the responsibility of Bidders other than the apparent low Bidder.
- 7. Failure to disclose information requested in this section or the submission of false or misleading information may result in District taking the following actions:
 - a. Rejection of the Bidder's bid;
 - b. Revocation of the contract Award; or
 - c. Termination of the contract.
- B. Bidder's Experience
 - Past Experience on Similar Projects. Identify 2 contracts (whether completed or in progress) performed by Bidder within the past 5 years that included elements of work similar in scope and complexity to the Work called for under this Contract. Explain how these projects were of similar scope and complexity. Submit the following information:
 - a. Reference name, title, phone number, and email address;
 - b. Project name and brief description;
 - c. Success meeting project schedule; and
 - d. In what ways it was similar to this project.

C. Bidder's Key Personnel - Upon request, bidder shall be able to submit documentation of project experience for proposed key personnel to document the experience required for each individual, including the project manager and any installers. Documentation would include resumes, statements of qualification and copies of related licenses/certifications.

 Designated Project Manager: The designated Project Manager must have a minimum of 3 years of experience as a project manager and have managed multiple installation projects in the last two years, documented by a minimum of 2 projects in the last 5 years that were successfully managed by this individual and that are similar in scope and complexity as the Work of this Contract.

2. General Personnel Qualifications: The personnel proposed for installation must be able to demonstrate proper training and proficiency in installing locks and associated hardware.

D. Bidder's Equipment and Training - Upon request, bidder shall be able to submit a description of the training the staff who will be involved in the work have received in lock installations. The personnel proposed for installation must be able to demonstrate proper training and proficiency in installing locks and associated hardware.

E. Subcontractors - To the extent that Contractor relies upon Subcontractors to meet any specific qualifications listed in Sections (B), (C) or (D) above, bidder shall be able to submit information specified for these Subcontractors and personnel, as applicable. In addition, bidder must be able to confirm that these Subcontractors are committed to the project for the specific elements of work for which their qualifications are being submitted.

F. Financial Resources - Certification by the principal financial officer of or an independent accountant for the Bidder stating that the Bidder has adequate financial resources for the prosecution and completion of the work called for hereunder.

G. Timeline- Bidder shall commit to meeting the timeline for the project.

2.9 Evaluation of Bids

A. District reserves the right to correct mathematical errors that are obvious on the face of the Bid.

B. After Bids are opened, Bids will be checked for correctness of unit price extensions and the total Bid Price.

C. The summation extensions for each school site, including all costs stated in Paragraph 1.3, and applicable taxes contained on the bid form, will be used to determine the Awarded Contract Price. The District intends to award the contract to the lowest bidder that is deemed to be both responsive and responsible.

D. At District's request, a Bidder shall attend a Bid Evaluation Conference. The Bidder shall bring to the conference any documents required by District for review. District reserves the right to conduct concurrent evaluations of multiple Bids, including holding Bid Evaluation Conferences with multiple Bidders. By conducting a Bid Evaluation Conference, District does not waive its right to make determinations regarding

responsiveness of Bids and responsibility of the apparent low Bidder(s) or to reject any or all Bids.

E. If District receives a single responsive, responsible Bid, District may conduct a price and/or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation, and explanation requested by District to assist in such analysis. By conducting such analysis, District is not obligated to accept the single Bid and, among its other options, reserves the right to reject such Bid.

F. District may reject any Bid, or all Bids for any reason, including, but not limited to the following:

- 1. Any omission, erasure, or irregularity of the Bid Form;
- 2. Any qualification, addition, limitation, or provision attached to or contained in the Bid;
- 3. Any Bid that omits a price on any item on the Bid Form;
- 4. Any of the Bid item prices are excessively unbalanced, either above or below the amount of a reasonable Bid, to the potential detriment of District;
- 5. Any Bid accompanied by insufficient or irregular Bid Guarantee; or
- 6. Any Bid determined to be non-responsive by District.

G. District reserves the right to waive informalities and irregularities related to the bidding process.

- H. A Bidder may be deemed not responsible and be disqualified from Award if:
 - 1. The Bidder does not meet the bidder responsibility criteria in RCW 39.04.350(1);
 - 2. The Bidder is debarred or suspended;
 - 3. The Bidder does not meet the Supplemental Bidder Responsibility Criteria in Section 2.8, did not provide the required documentation to evaluate the Bidder qualifications, or fails to disclose or submits false or misleading information on the Form or in the attached documentation;
 - 4. More than one Bid is submitted for the same project from a Bidder under the same or different names;
 - 5. Evidence of collusion exists with any other Bidder or potential Bidder;
 - 6. An unsatisfactory performance record exists as shown by past or current Work for District, or for others, as judged from the standpoint of conduct of the Work, environmental or safety compliance records, workmanship, progress, or equal employment opportunity practices;
 - 7. The Bidder failed to settle bills for labor or Materials on past or current contracts;
 - 8. The Bidder has failed to complete a public Contract or has had a public Contract terminated for cause;
 - 9. The Bidder has been convicted of a crime arising from a previous public

Contract;

- 10. The Bidder is unable, financially or otherwise, to perform the Work; or
- 11. For any other reason deemed proper by District.

I. District reserves the right to require a Bidder to submit a statement of experience with references for any proposed subcontractor(s). District may reject any subcontractor that is determined not to be responsible and require the Bidder substitute that firm for a qualified firm.

2.10 Public Disclosure

A. Pursuant to RCW 42.56, et seq., Bids submitted under this IFB shall be considered public records and with limited exceptions will be available for inspection and copying by the public.

B. Bidders shall specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Bidder shall provide the legal basis for the exemption to District upon request. The District will not be bound by any blanket confidentiality agreements, and the District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.

2.11 Protest Procedures

A. District's Protest Procedure can be found on the District Website at: http://www.nsd.org/business.

2.12 Award and Execution of Contract

A. District intends to award a contract to the lowest responsive and responsible Bidder.

B. District will issue a written Notice of Award to the Bidder that is being awarded the Contract.

C. Bidder will execute and return the signed Agreement Form and return together with the Payment and Performance Bonds and Certificates of Insurance within five (5) business days of the written Notice of Award. If the Bidder to whom the Award was made fails to execute the Contract, District may cancel the Award. Successful Bidder shall secure and pay for Performance and Labor and Materials Payment Bond issued by approved surety duly licensed and authorized to transact business in the State of Washington. Liability under each bond shall be 100 percent of applicable Contract Sum. Performance bond shall cover correction of Work as required during warranty period.

D. District will execute the Contract and return one executed copy to the Bidder. District will then issue a Notice to Proceed stating the effective date on which the successful Bidder shall commence the work.

2.13 Insurance Requirements

Bidder shall maintain the following insurance issued by insurance companies admitted in the State of Washington and acceptable to the District, with a Best Rating of no less than "B+VII", providing no less than the following coverage and limits. Such insurance shall protect against claims arising from any act or omission of the Bidder or the Subcontractors or by anyone employed directly or indirectly by either of them. Certificates of Insurance shall state that the coverage cannot be cancelled or materially changed without 30 days prior notice to the District:

A. Commercial General Liability with a limit of \$1,000,000 bodily injury, personal injury and property damage combined per occurrence, with \$2,000,000 aggregate is required. Such insurance shall include contractual, broad form property damage, and fire and water damage legal liability.

B. Endorsements, naming the District and its officials, employees, agents, and agencies having jurisdiction as additional insured, are required.

C. Automobile Liability covering all autos with a limit of \$1,000,000 bodily injury and property damage combined per accident.

D. Evidence of Worker's Compensation.

The District carries builder's risk insurance on its property for the interest of the District only. The Bidder is responsible for any damage, which it may cause. The Bidder may choose to purchase builders risk or other insurance to cover this risk.

2.14 Implied Warranties Preserved

The District will not accept any exclusion or modification of the implied warranties of merchantability or fitness for particular purpose by the seller. All merchandise delivered is subject to inspection and acceptance or rejection to the satisfaction of the District. The Bidder shall also assume all responsibility in making any necessary adjustments with freight companies or replacing any materials damaged in transit to the satisfaction of the District.

2.15 Advertising

Award of this contract does not grant the right to the contractor to utilize the award in any advertising media nor may any District employee endorse a product or service covered by this contract.

2.16 Non-Discrimination

The District is an equal opportunity and affirmative action employer under state and federal laws and regulations including Title IX, 1972, Education Amendments. By making a Bid, the Bidder represents and certifies to the District that the Bidder complies with all federal, state, and local laws pertaining to discrimination on the basis of race, creed, color, national origin, sex, age, or physical or mental disability.

Scope of Work

Classroom Lock Security Upgrades Phase 3

3.1 Project Description and Scope

The purpose of this project is to make safety and security improvements to classroom entry/egress locks in Northshore School District, either through full replacement of a door and its lock, full replacement of a lock or a retrofit of the existing lock in accordance with the enclosed door/lock summary inventory and hardware list, and the below paragraphs. The cost estimate range for this project is \$1,200,000-\$1,800,000. This scope is intended for doors that are used for classroom operations, and may include the gym, library, theater, music or other spaces such as vestibule areas that are used for classroom instruction. Doors used as primary entries to or exits and secondary access points from classrooms/ portables are considered to be a part of this scope. The scope will only include the replacement of the manual hardware. Electrical work will not be included in the scope and will need to be coordinated with the Northshore School District Project Manager and maintenance staff.

All Hardware Groups below listed with a **"Full Replace"** will require full replacement of all the associated hardware (mortise casing, armor plate, latch strikes, push bar, rods, escutcheons, handles, levers, cylinders, cores etc) as applicable to the particular type of lock) on both sides of the door.

A. Mortise Lock: L9050 - Full Replace: Classroom locks with handle/mortise set ups noted in the summary inventory as "**Mortise Lock: L9050 - Full Replace**" shall be replaced with a Schlage L9050 mortise lock, N full face escutcheon, or approved equal. For primary classroom entries, on the interior of the classroom, locks shall have ADA thumbturn capability for quick locking of the door, as well as indicators displaying whether the door is locked or unlocked. This lock will also be used for certain points of refuge from within the classroom. For these instances, the thumbturn and indicator will be on the inside of the point of refuge, always allowing egress. "**Mortise Lock: L9050 - Full Replace**" in the enclosed hardware list meets these requirements.

B. Mortise Lock: Other Function - Full Replace: Classroom locks with handle/ mortise set ups noted in the inventory as "**Mortise Lock: Other Function - Full Replace**" shall be replaced with a Schlage L series mortise lock, as applicable, with L or N full face (as noted in the inventory) escutcheons or approved equal. Locks shall have the function as noted in the Hardware Set Needed description. For the majority, no indicator is required for these locks, unless noted in the inventory. "**Mortise Lock: Other Function - Full Replace**" and the appropriate subset of hardware in the enclosed hardware list meets these requirements.

C. Push Bar: CDSI - Full Replace AND Push Bar: CDSI - Retrofit : Classroom locks with push bar set ups noted in the inventory as "Push Bar: CDSI - Full Replace" or "Push Bar: CDSI - Retrofit" shall be replaced or retrofitted, as applicable, matching the existing latch type (Rim, Mortise, Vertical Rod) with the Von Duprin 98 Series located in the enclosed hardware list, or approved equal. On the interior of the classroom/protected space, the lock shall have ADA thumbturn capability on the dogging mechanism for quick locking of the door, and a color-coded indicator displaying whether the door is locked or unlocked (Cylinder Dogging Security Indicator – CDSI). When the exterior lock is keyed, it shall allow the door to be opened with a key, but not unlock the door. The thumbturn mechanism shall be fixed (non-removable) from the lock hardware. The indicator will be integral to the complete push bar set up. "Push Bar: CDSI - Full Replace" and "Push Bar: CDSI - Retrofit", as applicable, and the appropriate subset of hardware in the enclosed hardware list meets these requirements. Note: Assume all push bars specified as 4' will need to be cut to size.

D. Push Bar: "-2SI" - Full Replace AND Push Bar: "-2" - Full Replace: Classroom locks with push bar set ups noted in the inventory as "Push Bar: "-2SI" - Full Replace" or "Push Bar: "-2" - Full Replace" shall be replaced matching the existing latch type (Rim, Mortise, Vertical Rod) with the Von Duprin 98 Series located in the enclosed hardware list, or approved equal. On the interior of the classroom/protected space, the lock shall have thumbturn capability for quick locking/unlocking of the door. The exterior lock shall allow the door to be opened with a key, but not unlock the door. For "Push Bar: "-2SI" - Full Replace", the lock shall have an indicator displaying whether the door is locked or unlocked. The indicator will be integral to the complete push bar set up. The thumbturn mechanism shall be fixed (non-removable) within the cylinder. "Push Bar: "-2SI" - Full Replace" and "Push Bar: "-2" - Full Replace", as applicable, and the appropriate subset of hardware in the enclosed hardware list meets these requirements. Note: Assume all push bars specified as 4' will need to be cut to size.

E. Push Bar: Night Latch - Full Replace: Classroom locks with push bar set ups noted in the inventory as "Push Bar: Night Latch - Full Replace" shall be replaced matching the existing latch type (Rim, Mortise, Vertical Rod) with the Von Duprin 98 Series located in the enclosed hardware list, or approved equal. The lock shall only have the ability to be opened with a key. It shall not be able to be left in an unlocked position and shall not have dogging capability. "Push Bar: Night Latch - Full Replace" in the enclosed hardware list meets these requirements. Note: Assume all push bars specified as 4' will need to be cut to size.

F. Push Bar: Exit Only - Full Replace: Locks with push bar set ups noted in the

inventory as "**Push Bar: Exit Only - Full Replace**" shall be replaced matching the existing latch type (Rim, Mortise, Vertical Rod) with the Von Duprin 98 Series located in the enclosed hardware list, or approved equal. The lock shall not have the ability to be opened with a key or left in an unlocked position and shall not have dogging capability. The lock shall always allow egress. "**Push Bar: Exit Only - Full Replace**" in the enclosed hardware list meets these requirements. Note: Assume all push bars specified as 4' will need to be cut to size.

G. Door and Classroom Security Lock: Full Replace: Classroom doors with knob/cylindrical lock set ups noted in the inventory as "Door and Classroom Security Lock: Full Replace" will require full replacement of the door and associated hardware with metal doors to match existing doors in appearance and shall meet the requirements in Specification Section 081113 Steel Doors and Frames. The new doors shall be installed with a Classroom Security Securing Device, meeting the requirements in the Mortise Lock: L9050 - Full Replace paragraph above. Assume all doors being replaced are NOT fire rated, except for 1 noted in the inventory. Existing door number placards will be reinstalled on the door through mechanical or adhesive means. Any existing door that has a security alarm sensor on it, shall have the sensor reinstalled on the new door. For pricing, assume all exterior doors have one and interior doors do not. Exterior doors being replaced shall have a latch guard installed to prevent tampering with the latch in an attempt to gain unauthorized access. Portable doors shall have an eve viewer as part of the door. New door closers shall be installed as noted in the hardware list. For those requiring a hold open function, the closers shall have a hold open arc of 90 degrees. "Door and Classroom Security Lock: Full Replace" in the enclosed hardware list meets these requirements. Assume all frames will need to be modified from a cylindrical latch strike to a mortise latch strike. Industry standards for hot work must be followed.

H. Cylindrical Lock/Deadbolt: Full Replace: Classroom locks with set ups noted in the inventory as "**Cylindrical Lock/Deadbolt: Full Replace**" shall be replaced with a Schlage B or ND series lock, as applicable, or their approved equals. Locks shall have the function noted in the Hardware List description. No indicator is required for these locks. "**Cylindrical Lock/Deadbolt: Full Replace**" and the appropriate subset of hardware in the enclosed hardware list meets these requirements.

I. Cores AND Cylinders: Keyed, Thumbturn, Dummy: Classroom locks noted in the summary inventory as "**Cylinders: Keyed, Thumbturn, Dummy**" will only require a change out of the cylinder(s) and core(s) or will have dummy cylinders installed, as applicable. The intent of the dummy cylinders is to always allow egress from the affected door, but to leave the door in the always locked position from the exterior. For the locks that are noted as Cylinder Change/Rekey (Single): Mortise - Storeroom Function, the lock shall have a storeroom function (allows egress from interior, key openable from exterior, but always locked) after the hardware is replaced. Cores and cylinders shall be

ordered as noted in the enclosed summary inventory and hardware list. All cores shall be Full Size Interchangeable Cores (FSIC) and cylinders shall be compatible with the Northshore School District Grand Master Key system FSIC. All cores shall be furnished with visual key control and stamped with the key code symbol. "**Cylinders: Keyed**, **Thumbturn, Dummy**" and the appropriate subset of hardware in the enclosed hardware list meet these requirements. Where noted, part numbers are for pricing purposes and field verification is required prior to ordering.

J. Keys/Keying: All keys and cores shall be subject to the existing Northshore School District Grand Master Key system and further keyed as directed by the District Project Manager (PM). Keying shall include:

- 1. Everest 29 Primus FSIC restricted interior keying, Primus level 9G on all cores, Restricted 6-pin solid brass construction.
- 2. E-validation will be required; District to provide authorization facesheets.
- 3. All locking doors shall be individually keyed as instructed by District.
- 4. Key coding meetings for each school will be coordinated internally with District personnel and results will be provided to the contractor prior to hardware ordering for that particular school.
- 5. Cores shall be factory pinned and shall be sent from the factory to District via traceable carrier. All cores shall be factory stamped with the individual key blind code symbol.
- 6. Assume the following quantities for keys that contractor will need to provide:
 - a. 90 TOTAL site master keys
 - b. 120 change keys per school;
 - c. 500 total extra key blanks for the requested keyway/Everest 29 system.
- 7. After hardware has been ordered for each Grouping of schools (4 Groupings), provide complete District keying transcript for bittings via CSV and PDF file to District via email to District locksmith, John Ingram, and the District project manager. Email addresses to be provided after contract award.
- 8. All keys (excluding blank keys) shall be furnished with visual key control and shall be stamped with key code symbol and a unique identifier for that code.
- 9. All keys shall be sent directly from the factory to District, attention John Ingram.
- District will provide one (1) District master key to the contractor. A second one may be requested if contractor plans on working at multiple schools simultaneously. See notification requirements under paragraph 3.9 - "Work on School Property/ Notification/Site Access/ Hours of Work Completion".
- 11. District will provide one (1) control key for the installation of the new cores. A second one may be requested if contractor plans on working at multiple schools simultaneously.

K. **Summary Inventory and Hardware List:** See enclosed Summary Inventory with quantity of each hardware set that needs to be replaced/ retrofitted/ changed and school location of each. The hardware list contains part numbers meeting the requirements in

the above paragraphs. Where noted, part numbers are for pricing purposes and field verification is required prior to ordering.

L. Additional Hardware: For the contract, provide additional hardware sets as follows:

- 1. Ten (10) L9050J classroom locks with thumbturn/indicator (no core).
- 2. Two (2) L9025J exit only locks (no core).
- 3. Two (2) L9066J locks (no core)
- 4. Two (2) L9080J storeroom function locks (no core)
- 5. Two (2) 3' Rim CDSI w/ Thumbturn and Fixed Keyed Handle and exterior cylinder (no core)
- 6. One (1) 4' Rim CDSI w/ Thumbturn and Fixed Keyed Handle and exterior cylinder (no core)
- 7. Two (2) 3' Rim Push Bar w/ "-2SI" Thumbturn and Indicator and Exterior fixed keyed handle and cylinder (no core)
- 8. Two (2) 3' Mortise Push Bar w/ "-2" Thumbturn and Fixed Keyed Handle and exterior cylinder (no core)
- 9. One hundred fifty (150) 0-bitted cores (20-740-XP); keyway to be specified during submittals
- 10. Twenty-five (25) Mortise lock cylinders (20-798-XP) (No Core)
- 11. Ten (10) Mortise Storeroom cylinders (20-782-XP) (No Core)
- 12. Ten (10) Rim cylinders (20-757-XP) (No Core)
- 13. Ten (10) Mortise Push bar cylinders (20-763-XP) (No core)
- 14. Ten (10) CDSI Thumbturn cylinders (09-900 XB11-720)
- 15. Ten (10) "-2SI" thumbturn cylinders (XB11-979)
- 16. One hundred (100) Lock/Unlock stickers

For pricing purposes, include under the totals for Kokanee El.

M. Door thicknesses: Assume all doors are 1-3/4" thick, unless otherwise noted. Fernwood and Westhill each have 1 door listed as 1-3%. Additional shims (2 per door) will be required for these two doors.

N. Required Door Modifications: For each lock replacement and retrofit, assume the doors will need to be modified for installation of the locks using the factory install template on both sides of the doors.

3.2 Project Schedule:

The Bidder shall perform all work items beginning on or after the anticipated contract award date of Jun 10th, 2020, with final completion and acceptance scheduled for no later than April 2nd, 2021.

A. Site Verifications: Exact configuration of doors and classroom locations at each school shall be site verified by the contractor after award of the contract, prior to ordering of the new hardware. Part #s shall be verified with the lock manufacturer prior to placing the order. Site specific verifications for the first 7 schools (Group 1 Schools) and second 5 schools (Group 2 Schools) shall be completed within the timeframes noted under Phasing of Schools and Deadlines. Subsequent site specific verifications will be scheduled between NSD and the contractor to meet deadlines as outlined further below, however, they shall all be completed by 3 months after contract award.

B. Submittals: Following site verifications, approved submittals of the order will be required prior to ordering the hardware. Hardware ordering information for each site shall be submitted within 7 calendar days of the completed specific school site verification for NSD PM review. NSD will have 7 calendar days to review and provide comments on the ordering information. An additional 7 days may be added for the contractor and school district to clarify or confirm any part numbers for the specific items prior to submittal approval. The order for hardware shall be placed within 2 work days of approval of the order submittal. See Phasing of Schools and Deadlines paragraph(s) below for timeframes of the site verifications.

C. Phasing of Schools and Deadlines:

- Group 1 Schools include: Kokanee El (KO), Lockwood El (LW), Shelton View El (SV), Woodin El (WO), Kenmore Middle School (KMS), Northshore Middle School (NMS), Timbercrest Middle School (TMS).
 - a. Site verifications for Kokanee EI, Shelton View EI, Woodin EI, and Timbercrest Middle School shall be scheduled and occur by 1 week after contract award date.
 - b. Site verifications for Lockwood El, Kenmore Middle School and Northshore Middle School shall be scheduled and occur by 3 weeks after contract award date.
 - c. Installations at Kokanee El and Shelton View El shall be completed by the start of the 2020-2021 school year.
 - d. Installations at Woodin El and Timbercrest Middle School shall be completed by Friday Oct 2nd, 2020.
 - e. Installations at Lockwood EI, Kenmore Middle School, and Northshore Middle School shall be completed by Friday, Oct 16th, 2020.
 Installations at Lockwood EI may NOT start until after the beginning of the 2020-2021 school year due to a separate construction project at that school site.
- 2. Group 2 Schools include: Canyon Creek El (CC), Crystal Springs El (CS), Moorlands El (MO), Sunrise El (SR) and Skyview Middle School (SMS).
 - a. Site verifications for all Group 2 schools shall be scheduled and occur by

6 weeks after contract award date.

- Installations at all Group 2 schools shall be completed by Friday, December 4th, 2020. The order of completion will be confirmed between the NSD PM and contractor after contract award.
- 3. Group 3 Schools include: Bear Creek El (BC), Cottage Lake El (CL), East Ridge El (ER), Hollywood Hills El (HH), Wellington El (WE) and Leota Middle School (LMS).
 - a. Site verifications for all Group 3 schools shall be scheduled and occur by 3 months after contract award date.
 - Installations at all Group 3 schools shall be completed by Friday, January 29th, 2021. The order of completion will be confirmed between the NSD PM and contractor after contract award.
 - c. 4. Group 4 Schools include: Frank Love El (FL), Fernwood El (FW), Maywood Hills El (MH), Westhill El (WH), Woodmoor El (WM) and Canyon Park Middle School (CPMS).
 - d. Site verifications for all Group 4 schools shall be scheduled and occur by 3 months after contract award date.
 - e. Installations at all Group 4 schools shall be completed by Friday, April 2nd, 2021. The order of completion will be confirmed between the NSD PM and contractor after contract award.

Within seven (7) days of contract award, Contractor shall supply District project manager with a schedule displaying how they will plan on meeting the above phasing schedule. Monthly updates to the schedule will be required the first full calendar week of the month, beginning in July 2020.

Time shall be of the essence in the completion of the work under this contract. The successful Bidder shall comply with all requirements for progress and completion of the Work. The submission of a Bid shall constitute the Bidder's representation that such progress and completion requirements have been taken into account in formulating a price for the Work.

3.3 Project Kick-off Meeting

The Bidder's Project Manager will be required to attend a project kick-off meeting. The kick off meeting will be held in conjunction with the first site verification walk-through. Bidder may optionally have other staff attend, if desired. During this meeting, details will be discussed regarding the scope and provide and clarify any other details critical to success of the work for both parties.

3.4 Construction Management Meetings

The Bidder's Project Manager shall be available for weekly project meetings via phone with the District to review progress on construction to date, planned work for the upcoming weeks, and to review any outstanding issues. On site meetings may be held at the active construction sites as work progresses.

3.5 Invoices

The Bidder will use the Location List enclosure and Tax Rates on the bid sheet to identify the appropriate tax for each school location. Each location must be invoiced separately or separated on invoices where payments may be due on multiple sites. Invoices shall be submitted on the form provided by the District. The Contractor may submit invoices no more frequently than once a month for work completed, which shall be defined as materials on site and installed. Invoices must be sent electronically via email to District Accounts Payable. Email to be supplied.

3.6 Construction Permits

Permits are not anticipated for this project. If any are needed, a change directive will be provided to the contractor, who will coordinate obtaining all necessary permits with the appropriate jurisdiction. District will pay the appropriate jurisdiction directly for any permits.

3.7 Reports and Drawings

A. Reports on Progress

The on-site Supervisor or bidder's project manager shall, at the end of each work day where/when installations are occurring, provide the District with an update via email on that day's activities. The report will include specific doors/locations on each campus where work occurred and what was completed there, any issues encountered during the work, any potential delays due to delays in materials, permits, or staff, and what the expected work is for the following two work days.

The on-site Supervisor or bidder's project manager shall, each week on the last work day for that week, provide the District with a report via email that includes the expected work days, with start and stop times, for the following week and the remaining schedule for that specific site. If the work has fallen behind the previously provided schedule, the Contractor will include a description of what will be done to get back on schedule the following week. The Contractor will also include in the update any items pending from the District, any jurisdictions or permitting agencies, vendors, or any other known event that will affect the construction schedule.

B. Drawings/Inventories

Site specific drawings showing campus layouts and room/door locations, as well as excel inventories will be provided after the contract award, but prior to the specific site walk-throughs at each site. These drawings are intended to show door locations. Handing of the door will be completed and recorded during the site verification walk-throughs. The District PM will update the inventory after each site visit has been completed and after each site has been completed The contractor shall confirm the inventory as compared to what was discussed on the site visits and what was actually installed.

3.8 Materials

A. Material Inventory and Storage Capacity

Bidder is responsible for storage, including capacity for large hardware orders, and protection of all Bidder-provided materials during construction, including cores, once received by District and transferred over to the contractor. Bidder shall have all Bidder-purchased materials delivered to Bidder's own facility. All hardware shall be sent by traceable means. Restricted hardware (cores/keys) shall be sent to the District, and non-restricted hardware shall be sent to the contractor. Materials that were not used at a specific site, but were charged to District, will be delivered by Bidder to the District on a date arranged with the District. Bidder will be responsible for the inventory until the extra materials have been delivered to the District.

B. Disposal of Material

Bidder is responsible for the proper and safe disposal of any material requiring disposal. District reserves the right to request parts be salvaged in bulk per site, if it is determined by the locksmith that the parts could be of use for future maintenance needs elsewhere.

3.9 Work on School Property/ Notification/ Site Access/ Hours of Work Completion

The contractor shall provide at least seven (7) business days notice for each location and requested installation start date to the District PM. This will be used to allow the PM time to get the contractor a site master key, as well as notify the school. In addition to the initial start date, notice shall include names and company of installation personnel, and also include subsequent dates/times installers are expected to be at a site. The District PM will coordinate with the affected school and contractor to confirm start and subsequent dates. Prior to any work being completed at a site, the new keys ordered shall have to be received and approved by the

District and distributed to the school. No access is permitted without prior District PM approval.

In order to not affect classroom operations, work will need to be completed when students are not attending class. Any visits or work that is not completed during a holiday/ break/ weekend will be permitted from 1/2 hour after school ends until 1 hour prior to school starting. Any visits or work scheduled to be completed during a holiday/ break/ weekend will be permitted from 1/2 hour after the particular holiday/ break/ weekend starts until 1 hour prior to school beginning after the holiday/ break/ weekend. District PM will coordinate with contractor and District security department on specific site access requirements outside of normal operating hours. A 2019-2020 document with school start times has been provided in the attachments. The 2020-2021 school start times are not available yet and are subject to change, but not significantly (+/- 15 minutes in either direction), with the exception of Bear Creek which may have a new program starting there in Fall 2020. Once available, start times will be provided to the contractor. A 2020-2021 calendar is provided in the attachments.

All workers will be required to wear company identification so that it can be easily seen when working on a school campus. The contractor will be asked to follow a protocol when checking in or out of a campus to ensure District personnel awareness of having a contractor on site.

Worker vehicles and other Bidder vehicles must be parked safely in marked parking areas unless previously agreed with District staff. Work sites must be cleaned and left in a safe and secure condition (doors affected must be able to close and be locked) whenever workers are not present. Any issues with cleaning or safety of a work area must be addressed as soon as Bidder is made aware of them by the school or other District staff.

Scope Enclosures

Classroom Lock Security Upgrades Phase 3

4.1 Documents

The following documents are available on the District website at http://www.nsd.org/business:

A. Hardware Sets Needed: Inventory (Summary/Full) & Part Numbers

B. Phase 3 School Information: List of Schools, Address, School Times, District Map, School Year Calendar 2020-2021.

C. Specification Section 081113 Steel Doors and Frames

D. Tax Rates - are included in the Bid Form in Volume 2.