



OLYMPIA, WASHINGTON

## REQUEST FOR BIDS

### WATER HEATER REPLACEMENT

### PROJECT #1603

**RFB RELEASE DATE:**

**April 29, 2016**

**PRE-BID MEETING AND SITE VISIT:**

Date: May 5, 2016

Time: 10:00 a.m., Pacific Time (PST)

Location: 526 Pattison Street, SE  
Olympia, WA 98501

**DEADLINE FOR REQUEST FOR CLARIFICATIONS**

**OR APPROVED EQUALS:**

Date: May 9, 2016

Time: 4:00 p.m. (PST)

**BID OPENING:**

Date: May 16, 2016

Time: 10:00 a.m. (PST)

Location: 526 Pattison Street, SE  
Olympia, WA 98501

**CONTACT PERSON:**

Tammy Ferris, Procurement Coordinator

(360) 705-5818 phone

[tferris@intercitytransit.com](mailto:tferris@intercitytransit.com)

## LEGAL ADVERTISEMENT

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### REQUEST FOR BIDS WATER HEATER REPLACEMENT PROJECT #1603

Intercity Transit (Transit), the public transportation provider in Thurston County, is requesting bids for the Water Heater Replacement - Project #1603. This Contract provides for the removal and replacement of a water heater at the Transit Administration Facility located at 526 Pattison Street, SE in Olympia, WA, and all other work in accordance with the Contract documents.

The estimated value of this project is \$10,000 to \$13,000.

Solicitation documents for this project are available online through Builder's Exchange of Washington, Inc. at <http://www.bxwa.com>. Please contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with accessing, downloading, or printing the solicitation documents.

All work performed for this project will be subject to Washington State prevailing wage rates. An optional pre-bid meeting and site visit will be held at 10:00 a.m., on May 5, 2016, in the Board Room at Intercity Transit, 526 Pattison SE, Olympia WA 98501.

Sealed bids are due no later than 10:00 a.m. (PST), on May 16, 2016.

Please contact Tammy Ferris, Procurement Coordinator at [tferris@intercitytransit.com](mailto:tferris@intercitytransit.com) or (360) 705-5818 with any questions regarding this solicitation.

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Builder's Exchange of Washington (BXWA)  
Office of Minority and Women's Business Enterprises (OMWBE)

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## PART I - INFORMATION FOR BIDDERS

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### 1. INTRODUCTION AND SCOPE OF WORK

Intercity Transit (Transit), the public transportation provider in Thurston County, is requesting bids for the Water Heater Replacement – Project #1603. This Contract provides for the removal and replacement of a water heater at the Transit Administration Building located at 526 Pattison Street, SE in Olympia, WA, and all other work in accordance with the Contract documents.

Work will occur at a fully functioning Transit facility and must be well-coordinated with Transit's Facilities Manager to ensure minimal impact on daily operations. Transit shall have final approval of the installation schedule.

The estimated value of this project is \$10,000 to \$13,000.

### 2. PROCUREMENT SCHEDULE

The schedule outlines key action dates and times. All dates after the Bid due date are approximate and may be adjusted as conditions indicate.

Procurement Activity	Date and Time (Pacific Time)
Request for Bids (RFB) Release Date	April 28, 2016
Pre-Bid Meeting and Site Visit	May 5, 2016 – 10:00 a.m. (PST)
Submittal Deadline for Requests for Clarifications or Approved Equals Due	May 9, 2016 – 4:00 p.m. (PST)
Bid Opening	May 16, 2016 – 10:00 a.m. (PST)
Anticipated Contract Award	May 24, 2016
Anticipated Contract Start Date	June 1, 2016

### 3. PROJECT CONTACT

Until a contract is awarded, the Bid submittal documents and any communications regarding the project must be addressed to:

Procurement Coordinator: Tammy Ferris  
Email Address: [tferris@intercitytransit.com](mailto:tferris@intercitytransit.com)  
Address: Intercity Transit  
526 Pattison Street, SE  
Olympia, WA 98501

### 4. OPTIONAL PRE-BID MEETING AND SITE VISIT

An optional pre-bid meeting and site visit will be held at the time and date specified in the Procurement Schedule. Transit will hold the pre-bid meeting and site visit at the Transit Administration Facility, 526 Pattison Street, SE, Olympia, WA 98501. The purpose of the conference is to respond to questions about the project or Request for Bids document.

**5. DOCUMENT AVAILABILITY**

Solicitation documents for this project are available on-line through Builders Exchange of Washington at [www.bxwa.com](http://www.bxwa.com). Please contact Builders Exchange of Washington at (425) 258-1303 if you require further assistance.

**6. INSPECTION OF WORK SITES**

Bidders shall carefully inspect the site of the work and specifications to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the work, the actual physical conditions of the site, and conditions ordinarily to be encountered and generally recognized as inherent in the work. If, during the course, or as a result of such inspection, examination and testing, a Bidder finds facts or conditions which appear to the Bidder to conflict with the letter or spirit of the Contract Documents, or with any other data or materials made available to the Bidder relating to the work, the Bidder shall promptly notify the Procurement Coordinator in writing and apply to the Procurement Coordinator for additional information and explanation before submitting a Bid.

The submission of a Bid shall constitute the Bidders acknowledgment that, in preparing and submitting a Bid, the Bidder has relied and is relying solely on the Bidder's own knowledge, examination, and inspection of (1) the site of the work, (2) access to the site, (3) environmental factors, (4) all other data, matters and conditions requisite to the fulfillment of the work, (5) conditions ordinarily to be encountered or generally recognized as inherent in the work, (6) requirements imposed by permits, and (7) existing and available services and utilities at and in the vicinity of the site of the work, and not on any representation or warranty of TRANSIT. No claim for additional compensation will be allowed which is based upon a misunderstanding or lack of knowledge, examination, inspection and/or testing of any of the above items by the Bidder.

**7. SPECIFIED PRODUCTS**

Transit has established a list of acceptable products for use during this Contract. Unless otherwise specified, products of equal or better quality and performance may be considered using the Requests for Approved Equals process identified in Section 8.

**8. SUBMISSION OF REQUESTS FOR APPROVED EQUALS**

A. Bidders shall submit any and all requests for approved equals or deviation from the Specifications in writing through email or regular mail to the Procurement Coordinator no later than the time and date identified in the Procurement Schedule.

B. Bidders shall provide adequate technical information for any request for approved equal. Failure to do so may allow Transit to deny requests.

C. Transit shall review all requests for approved equals or deviations and shall issue addenda to the solicitation which identifies all approved requests. It is Transit's sole discretion to accept or reject any request for approved equals.

D. If Transit receives no requests for approved equals or deviation, Transit shall construe this to mean that the Bidder intends to fully comply with all specifications as listed herein.

**9. EXAMINATION OF CONTRACT DOCUMENTS**

- A. Bidders shall thoroughly examine and be familiar with all the RFB requirements and general conditions, technical specifications and addenda (if any) which constitute the Contract Documents. Submission of a Bid constitutes acknowledgment upon which Transit may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents.
- B. The failure or neglect of a Bidder to receive or examine any of the Contract Documents, statutes, ordinances, regulations and permits shall in no way relieve the Bidder from any obligations with respect to the bid or to the Contract.
- C. Transit will not allow claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

**10. SUBMISSION OF QUESTIONS AND CLARIFICATIONS**

- A. Bidders must submit all questions pertaining to this RFB in writing through email or regular mail to the Procurement Coordinator no later than the date and time identified in the Procurement Schedule.
- B. Transit will respond to all questions in writing.
- C. The person submitting the question or request for interpretation will be responsible for its prompt delivery.
- D. Only interpretations, additions or revisions to the proposed documents, or approval of alternate materials submitted will result in the issue of written addenda. All addenda can be located on Builder's Exchange of Washington's website at [www.bxwa.com](http://www.bxwa.com). Bidders are responsible to check for and obtain any addenda related to this procurement.
- E. Acknowledgement of addenda is required as part of the bid and shall become a part of the Contract Documents. Transit will not be responsible for any other explanation or interpretation of the Contract documents.

**11. AMENDMENTS AND RECEIPT OF ADDENDA**

- A. Transit has sole discretion for any amendments to this RFB and competitive process. The procurement of these services will be in accordance with Transit policy and other applicable federal and state laws, regulations, and procedures.
- B. Transit may amend this RFB at any time before the bid due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, or selection criteria.
- C. Transit posts all amendments/addenda on Builder's Exchange of Washington website at <http://www.bxwa.com/>. It is the Bidder's sole responsibility to check this website periodically for addenda related to this RFB.

- D. Each bidder shall include, on the bid form provided, specific acknowledgment of receipt of all addenda issued during the bidding period.

**12. BID PRICES**

- A. Bid prices shall include everything necessary for the procurement of this Contract, the completion of the work, and fulfillment of the Contract. This includes, but not limited to; all materials, delivery costs, equipment, tools, labor and services, bid preparation costs, contract management and administrative costs except as provided otherwise in the Contract documents.
- B. Retail sales taxes shall include those paid on purchases of materials, equipment, and supplies used or consumed in doing the work. Transit will not adjust a payment amount under this Contract because of any misunderstanding by or lack of knowledge of the Bidder/Contractor as to liability for, or the amount of, any taxes for which the Bidder/Contractor is liable or responsible by law or under this Contract or because of any increases in tax rates imposed by any federal, state or local government.
- C. Bidders shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail.

**13. BID PREPARATION**

- A. For this bid submittal, the following forms must be completed and submitted in order to render a bid responsive:
- BID FORM
  - BID SCHEDULE
  - BIDDER INFORMATION
  - NON-COLLUSION AFFIDAVIT
  - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The awarded Bidder shall submit within 24 hours of Notice of Award, prepared in compliance with Chapter 378 Laws of 1993, a list of subcontractor(s) that are proposed to perform any category of work within this Contract. Each subcontractor will be listed by name and with the subcontractor's UBI number. The work to be performed will be listed below the subcontractor(s) name.

- B. Bidders may separate and remove appropriate documents for preparing and submitting bids.
- C. Bids shall be enclosed in a sealed envelope labeled as follows:

<p><b>SEALED BID - DO NOT OPEN</b> <b>PROJECT #1603</b> <b>WATER HEATER REPLACEMENT</b></p>
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- D. The bidder must sign the bid form in ink with his/her usual signature. Bids by partnerships must sign with the partnership name by one of the partners followed by the signature and designation of the partner signing. Bids by corporations must sign with the legal name of the corporation followed by the name of the state of incorporation and the signature of the President, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.
- E. Bidders are warned against making erasures or alterations of any kind. Transit may reject bids containing omissions, erasures, or irregularities of any kind. Any qualification, addition, limitation, or provision attached to a bid may render the bid non-responsive.

**14. BID SUBMITTAL**

- A. Submit bid by the submittal deadline as specified in the Procurement Schedule to Intercity Transit at 526 Pattison Street, SE, Olympia, WA 98501. The telephone number for shipping purposes is (360) 705-8585. No oral, electronic (e-mail/fax), or telephone bids or modifications will be considered. The bidder accepts all risks of late delivery of mailed bids regardless of fault.
- B. Transit accepts no responsibility for bids that reach Transit after the stated date and time. Bids received after the stated date and time will not be considered and returned unopened to the bidder. The exact time (also referred to as official time) is the date and time the Bid is actually received by Transit's Administrative Office Receptionist.

**15. BID OPENING**

Transit will open bids publicly at the Intercity Transit Administrative Building as specified in the Procurement Schedule.

**16. POSTPONEMENT OF BID DEADLINE**

Transit reserves the right to postpone the due date and time of delivery for sealed Bids at any time prior to the date and time established herein.

**17. REJECTION OF BIDS**

- A. Transit reserves the right to reject any bid for any reason including, but not limited to, the following:
- any bid which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - any bid which contains figures (price, percentage, or others) that are not legible or subject to more than one interpretation;
  - any bid from bidders who (in the sole judgment of Transit) lack the qualifications and/or responsibility necessary to perform the work properly; and
  - any bid for which a bidder fails or neglects to complete and submit any qualification information within the time specified by Transit.
- B. Transit further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for Transit's review and evaluation of its bid, the bidder waives and releases any claims against Transit arising from any rejection of any or all bids.

**18. MODIFICATION AND WITHDRAWAL OF BID AND CLAIM OF ERROR**

- A. A modification of a bid already received will be considered only if the modification is received prior to the time announced for the submittal of bids. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.
- B. Bidders may not withdraw a bid after the established time and date for submitting bids, or before the award and execution of the Contract, unless the award is delayed for a period exceeding 60 days from the date of opening of bids. Transit reserves the right to request a bidder to grant an extension of such effective period.
- C. No consideration will be given by Transit to a claim of error in a bid unless written notice of such claim and supporting evidence of such claim including cost breakdown sheets are delivered to Transit within 48 hours after the opening of bids. Any review by Transit of a bid and/or any review of such a claim of bid error (including supporting evidence) create no duty or liability on Transit to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the bidder/contractor.

**19. SINGLE BID**

If Transit receives a single responsive, responsible bid, Transit shall have the right, in its sole discretion, to extend to the bid acceptance period for an additional 15 days and to conduct a price or cost analysis on such bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single bid. Transit reserves the right to reject such bid or any portion thereof.

**20. BIDDER RESPONSIBILITY CRITERIA**

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works project. The Bidder must:

- At the time of Bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW; and
- Have a current State unified business identifier (UBI) number; and
- If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; and
- If applicable, have an employment security department number as required in Title 50 RCW; and
- If applicable, have a State excise tax registration number as required in Title 82 RCW; and
- Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3); and

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and 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. This verification requirement, as well as the responsibility criteria, must be included in every Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract Documents. The Contractor shall be fully responsible to Transit for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

## **21. PERFORMANCE AND PAYMENT BOND**

In accordance with RCW 39.08.010, the Contractor, prior to commencing work, shall furnish a Performance Bond and a Payment Bond, both for the full contract sum including any applicable sales tax. This Performance Bond and Payment Bond shall serve as security for the faithful performance of the work including the payment of all persons furnishing materials and performing labor on the work and all payments arising from the performance of the work due the state of Washington pursuant to Titles 50 and 51 RCW.

Unless stipulated otherwise in the Request for Bids, if the contract sum does not exceed \$35,000, the Contractor may, in lieu of providing bonds, request Transit retain 50 percent of the Contract amount earned for a period of 30 days following acceptance of the work or until receipt of all certified Affidavit of Wages Paid, necessary releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later, at which time Transit in ordinary course of business will make final payment.

The Bidder to whom Transit awards this Contract shall furnish a Performance and Payment Bond on the form provided in the Bidding Documents. Such bond must be executed by a duly licensed surety company which is registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. The scope of the performance bond prescribed herein, shall in no way affect or alter the liabilities of the Contractor to Transit.

## **22. PREVAILING WAGES AND LABOR PROVISIONS**

This Contract is subject to Chapter 39.12 RCW, and amendments thereto and regulations issued thereunder, relating to State of Washington prevailing wages, benefits and other requirements.

The Contractor, each Subcontractor and other person doing any work under this Contract shall pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the locality within the State of Washington where such labor is performed. Washington prevailing wage rates may be viewed at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Alternatively, Bidders may obtain a copy of the current Prevailing Wage Rate Publication by written request to the Project Contact or may review the Publication located at the Intercity Transit Procurement Office.

Wages and benefits higher than the minimums required by law may be paid. In the event rates of wages and benefits change while this Contract is in force, the Contractor shall bear the cost of such changes and shall have no claim against TRANSIT on account of such changes. The Contractor MUST comply with State determinations as well as Federal determinations. In the event of a difference between Federal and State rates and

requirements, the Contractor shall comply with the higher rates and more stringent requirements and the cost of such compliance shall be deemed included in the Contract Price. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder/Contractor, or a failure to include in the Bidder's Bid price adequate increases in such wages over the term of this Contract.

It is the Contractors responsibility to ensure that the proper wages are paid and the appropriate documentation submitted to TRANSIT.

### **23. TAXES**

All applicable taxes which the Contractor is required to pay, including retail sales or use taxes, shall be included in the Bidders proposed price(s) for the work under this Contract. No adjustments will be made in the amount to be paid by TRANSIT under this Contract because of any misunderstanding by or lack of knowledge of the Bidder/Contractor as to liability for, or the amount of, any taxes for which the Bidder/Contractor is liable or responsible by law or under this Contract or because of any increases in tax rates imposed by any Federal, State or local government.

The tax rate for work and products delivered to the Transit Administration Building is 8.8%.

It is the responsibility of the Contractor to distribute the taxes appropriately. The amounts collected will be documented on the Notice of Completion of Public Works Contract form submitted to the Department of Revenue following completion of the project.

### **24. PERMITS AND LICENSES**

In order to perform work on this site, the Contractor must comply with the requirements of the permit application process through the City of Olympia. It is the responsibility of the Contractor to know what permits are required, obtain the permits, and post at the construction site appropriately. Contractor must obtain the Department of Labor and Industries Boiler/Pressure Vessel Water Heater Installation or Reinstallation Permit.

### **25. PAYMENT**

Payment shall be made upon completion of the work, subject to approval by Transit. The certified Statement of Intent to Pay Prevailing Wages for the Contractor and each subcontractor must be on file with Transit before payment can be made.

### **26. RETAINAGE**

In accordance with RCW 60.28.010, Transit will retain five (5) percent of the total contract amount. Retained amounts will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases, and after any other requirements are met.

## 27. COLLUSION

If Transit determines that collusion has occurred among bidders, none of the bids of the participants in such collusion will be considered. Transit's determination shall be conclusive.

## 28. GRATUITIES AND KICKBACKS

Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any Specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a Contract to the Prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 29. PROJECT PERSONNEL

A. Bidder represents that it has, or will obtain, all personnel necessary to perform the services required under this RFB. All services required under this RFB shall be performed by the Bidder, its employees, agents, representatives, or authorized subcontractors.

B. Transit will accept Bids that include third party involvement provided the Bidder agrees to take complete responsibility for all actions of such subcontractors.

## 30. BASIS OF AWARD AND AWARD OF CONTRACT

A. Transit, in its sole discretion reserves the right, but without obligation, to waive informalities and irregularities.

B. Transit will evaluate Bids to determine the lowest-price responsive bid by a responsible bidder, as described below:

- **Responsiveness.** Transit will consider all the material submitted by the bidder to determine whether the bidder's offering is in compliance with the bid documents.
- **Responsibility.** Transit will consider all material submitted by the bidder, and evidence it may obtain otherwise, to determine whether the bidder, its key personnel, and proposed subcontractors have the qualifications and experience to successfully complete projects of this type.
- **Price.** The lowest bid price(s) offered for the goods and services listed. Within 60 calendar days after the opening of bids, Transit will either accept a bid, reject all bids, or take such other action as may be in its best interest. Transit reserves the

right to request extension of the bid acceptance period. Bid acceptance will be followed by a written Notice of Award of Contract letter.

- C. Award shall be contingent on substantial acceptance of the terms and conditions as identified in the Sample Contract, and compliance with all required assurances.

**31. ACCEPTANCE**

The Contractor shall verify that all product, materials and their installation, provided as a result of this Contract Award, complies with the Scope of Work and Technical Specifications defined herein. Further, the Contractor shall demonstrate the same to the satisfaction of Transit before Transit shall grant Final Acceptance.

**32. GUARANTEE OF WORK**

The Contractor warrants and guarantees to Transit that all work for this project shall be in accordance with the Contract Documents and will not be defective. Notice of all defects shall be given by Transit to the Contractor for correction. The Contractor shall remedy any defects in the work performed in execution of the Contract. The Contractor shall guarantee against failure due to defective materials or workmanship for a period of 90 day from the date of final acceptance of the work completed for this project unless a longer period is specified. The water heater manufacturer warranty shall be provided to Intercity Transit. This may require registering the water heater and/or providing proof of purchase.

**33. INSURANCE**

The Successful Proposer must comply with the insurance requirements identified in the [Sample Contract](#).

**34. EVIDENCE OF QUALIFICATION**

Upon request of Transit, a bidder whose bid is under consideration for award shall submit, within 48 hours of request, satisfactory evidence of financial resources, experience, and references for similar products and services provided to other organizations.

**35. EXECUTION OF CONTRACT**

The Contract shall be executed in duplicate and returned to Transit, together with the evidences of insurance within ten (10) days after the Bidder receives written notice of the contract award. Upon execution of the contract, Transit will return one signed original to the Contractor.

Transit reserves the right to issue a Notice to Proceed at any time up to sixty (60) days following execution of the Contract by Transit.

**36. SUSTAINABILITY COMMITMENT**

Intercity Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Intercity Transit's Environmental & Sustainability Policy directs us to protect the environment and incorporate sustainability practices in all our operations. Intercity Transit has committed to putting core processes in place that set the basis for environmental, social and economic sustainability. Depending on the subject of a procurement and its relationship to Intercity

Transit's commitment, bidders or proposers may be required to provide relevant information about the goods and services being procured or may be required to demonstrate their ability to comply with Intercity Transit's environmental management and sustainability practices.

**37. MINORITY OWNED, DISADVANTAGED BUSINESS ENTERPRISES (DBE), OR SMALL BUSINESS**

Intercity Transit maintains strong commitment to maximum utilization of minority, women, and disadvantaged businesses, and small businesses whether included in these categories or not. All such businesses are encouraged to apply.

All interested firms are reminded to afford all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Intercity Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination provisions in federal and state laws.

For more information on how to become certified as a disadvantaged business enterprise (DBE) or small business enterprise (SBE), please contact the Office of Minority and Women's Business Enterprises (OMWBE) at [www.omwbe.wa.gov](http://www.omwbe.wa.gov), or call (360) 753-9693 or mail an inquiry to OMWBE at PO Box 41160, Olympia, WA 98504-1160. Intercity Transit does not set contract specific DBE or SBE participation goals.

**38. PUBLIC DISCLOSURE**

All the information contained in the proposal is subject to the State of Washington Public Records Act, RCW Chapter 42.56 and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include in their proposals data which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for evaluation purposes, shall:

A. Mark the title page with the following legend:

"This proposal includes data that shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, Intercity Transit shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit Intercity Transit's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in these sheets [insert page numbers or other identification of sheets]."

Mark each sheet of data they wish to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subjected to the restriction on the title page of this proposal.”

### 39. PROTEST PROCEDURES

- A. Right to Protest. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a Contract shall file a protest with the Intercity Transit General Manager. A protest with respect to this solicitation shall be submitted in writing prior to the Bid due date unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening date. The protest shall be submitted within seven calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven calendar days following the receipt of the General Manager’s written determination will not be accepted.
- B. Stay of Procurements During Protests. In the event of a timely protest under Subsection A of this section, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. Entitlement to Costs. In addition to any other relief, when a protest is sustained and the protesting bidder should have been awarded the Contract under the solicitation, but is not, then the protesting bidder shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs, other than attorney’s fees.
- D. Process. In order to be considered, a protest shall be in writing and shall include:
- the name and address of the aggrieved person;
  - the project number and title under which the protest is submitted;
  - a detailed description of the specific grounds for protest and any supporting documentation; and
  - the specific ruling or relief requested

Address written protest to Intercity Transit, 526 Pattison Street, SE, Olympia, WA 98501, Attention: General Manager, Bid Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit.



## PART II - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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### 1. SCOPE OF WORK

The successful bidder for this project shall provide all materials, equipment, and labor necessary for the removal and replacement of a water heater at the Transit Administration Building located at 526 Pattison Street, SE in Olympia, WA. Work includes isolating, draining and removing existing water heater and all associated connections and controls; furnish and install a new commercial A.O. Smith water heater at the facility to include drain pan, 2" Styrofoam insulation under water heater, mixing valve, expansion tank, pressure relief valve, thermometers, circulation pump, thermostat, earthquake strapping, all associated copper piping, fitting and valves to connect to existing copper piping; fill, drain, refill and flush the system; test for leaks; test pressure relief valve, ensure new system meets current code; L&I pressure vessel reinstallation permit and all other work in accordance with the Contract documents.

Work will occur at a fully functioning Transit facility and must be well-coordinated with Transit's Facilities Manager to ensure minimal impact on daily operations. Transit shall have final approval of the installation schedule.

**Existing Conditions:** The existing water heater is an A.O. Smith Commercial unit: DSE-120-15, 480 volts, 3 phase, 18 amps, 3 each 5,000 watt elements for a total of 15,000 watts. Working and test pressure is 160 psi. This unit was installed in 1984. It does not currently have a mixing valve, expansion tank, earthquake strapping, thermometers, drain pan or insulation under heater. The water heater and circulation pump are located in a mechanical room with concrete floors. There are 14 steps leading up to the mechanical room.

**Water Heater:** The new water heater shall be Gold Xi Commercial Electric Model Number DVE-120-15 as manufactured by A. O. Smith Water Products Company or approved equivalent. Heater shall be rated at 15kW 480V three phase, 60 cycle AC listed by Underwriters' Laboratories and approved to the NSF Standard 5 by UL. Water heater shall have LCD display with built-in diagnostic and troubleshooting information. Tank shall be 119-gallon capacity with 150 psi working pressure and equipped with dual extruded high density anodes. All internal surfaces of the heater exposed to water shall be glass-lined with an alkaline borosilicate composition that has been fused to steel by firing at a temperature range of 1400°F to 1600°F. Electric heating elements shall be 24K Goldenrod medium watt density screw-in type with Incoloy sheath and ceramic terminal block. Internal power circuit fusing shall be provided. Element operation shall be linear sequencing through individual magnetic contactors. Control circuit shall be factory fused and include an immersion thermistor temperature probe with built in ECO control. Control cabinet and jacket shall be of baked enamel finish and shall provide full size control and element compartment for complete service and maintenance performance through front hinged compartment door, and enclose tank with foam insulation. 1 1/4" inlet and outlet connection shall be provided. The heater tank shall have a three (3) year limited warranty and controls and accessories shall have a one (1) year limited warranty as outlined in the written warranty. A fully illustrated instruction manual shall to be included. Meets or exceeds the thermal efficiency and standby loss requirements of the U.S. Department of Energy and current edition of ASHRAE/IESNA 90.1. Water heater

should have the capability to incorporate the iCOMM™ system or equivalent for remote monitoring, leak detection and fault alert in the future. The iCOMM system is not part of this installation.

**Power:** Power for the new water heater shall utilize the existing electrical components. The power shall be supplied from panel L2, breaker #2, which is a 30 Amp 3 pole, 480V breaker. The electrical panel is located within 20 feet of the water heater in the same mechanical room. Power isolation for the circulator pump is also found in the same mechanical room on Panel C Breaker #4, which is a 20 Amp single pole, 120V breaker. A new switch and thermostat control along with the well will be needed to control the circulator pump.

**Circulator Pump:** The new circulation pump shall be a Bell & Gossett Hot water Circulator Pump, ¼ HP Model number B601S or approved equivalent. The circulator pump shall be a 3-piece Maintenance Free, 115/230V Single Phase, thermally protected, 2.8/1.5-1.4 Amps. It shall operate at 1750 RPM and have permanently lubricated ball bearings and flexible couple direct drive. Bronze housing and pump mount with a back pullout feature that permits easy servicing. Inlet and outlet size is 1" which will need to be reduced to tie into existing ¾" lines.

**Drains:** The water heater drain pan shall be made of metal and sit on top of 2" of Styrofoam insulation pad. The drain pan drain shall be tied into an existing ¾" copper drain line from the old water heater pressure relief valve. The Pressure Relief Valve will require a new 1" copper drain line to be run approximately 50' to an existing mop sink in the janitor closet. This will need to be secured and sloped to facilitate proper drainage and will penetrate through one wall.

**Water Lines:** The existing water supply and hot water lines are 1 ½" copper lines and hot water return circulation lines is a ¾" copper line. New lead free ball valves shall be installed to allow for isolation of cold water, hot water, circular pump and mixing valve. New check valves and unions shall be installed where needed. Wells with thermometers shall be installed on both the hot water line and the hot water return circulation lines. New copper piping configuration will be required to install a mixing valve and expansion tank according to manufacture recommendations and code.

**Insulation:** In addition to the 2" Styrofoam pad under the water heater, all piping shall be covered with a minimum of 1" white fiberglass insulation. Care shall be taken not to cover any valves, check valves or unions. Water type and direction of flow vinyl markers shall be placed on top of the insulation to clearly define the pipe contents.

**Bracing/Securing:** The water heater shall be strapped to the wall in two places using water heater strapping kits that can be adjusted and tightened. All pipe clamps shall be cushioned clamps with a rubber cushion preventing metal to metal contact. The cushioned clamps shall be secured using strut channels or similar product. The expansion tank must be secured and mounted according to manufacture recommendations and code.

**2. PRECONSTRUCTION CONFERENCE**

Prior to the Contractor beginning work, Transit will schedule a preconstruction conference between the Contractor and Transit. The purpose of the preconstruction conference will be to review the initial schedule; establish a working understanding among the parties affected by the work; establish normal working hours; safety standards; and related items as may be pertinent to the work.

**3. HOURS OF WORK**

Except in the case of emergency or unless otherwise approved by the Facilities Manager, the normal working hours for the contract shall be any consecutive 8-hour period between 8:00 a.m. and 6:00 p.m., Monday through Friday, exclusive a lunch break. Hours of work to be established at the preconstruction conference or prior to the Contractor commencing work. If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to Intercity Transit's Facilities Manager for consideration.

**4. NOTICE TO PROCEED**

Transit will issue Notice to Proceed upon execution of the Contract. The Contractor shall not commence with the work until Transit has issued the Notice to Proceed. The Contractor shall commence construction activities on the project site within 10 days of the Notice to Proceed Date, unless otherwise approved in writing.

**5. TIME FOR COMPLETION**

All work shall be physically completed within seven (7) working days from the "Notice to Proceed Date (Contract Start Date)".

**6. SUBSTANTIAL COMPLETION**

Before the Facilities Manager will determine the project is substantially complete, the following items of work (at a minimum) shall be completed:

- A. Water Heater and associated connections, pipes, controls, and debris removed and hauled away from the project sites.
- B. Furnish and install Gold Xi Commercial Electric Model Number DVE-120-15 as manufactured by A. O. Smith Water Products Company; flush systems and refill; and test for leaks.
- C. Furnish warranty paperwork from manufacturer to Intercity Transit.
- D. Permits must be signed off by applicable jurisdictions.

**7. FINAL ACCEPTANCE**

Before Transit will grant Final Acceptance, Contractor must:

- A. Correct any deficiencies or non-conformances.
- B. Verify that all products, materials and their installation, provided as a result of this Contract Award, comply with the Scope of Work and Technical Specifications defined herein.
- C. Verify, to the satisfaction of Transit, that all products, materials and their installation comply with the Scope of Work and Technical Specifications defined herein.

**8. MATERIALS**

The commercial electric water heater shall be Gold Xi Commercial Electric Model Number DVE-120-15 as manufactured by A. O. Smith Water Products Company and associated Bell and Gossett Circulator Pump, mixing valve, and all associated piping, valves, insulation and components, or approved equivalent. The Contractor shall follow the Request for Approved Equals process required by the Contracting Agency.

**9. PERMITS, CODES, RULES AND REGULATIONS**

It is the Contractors responsibility to obtain, or retain in good standing, all required trade and business licenses and documentation required to perform work on this project. In order to perform work on these sites, the Contractor must comply with the requirements of the permit application process through the City of Olympia. It is the responsibility of the Contractor to know what permits are required, obtain the permits, and post at the construction site appropriately.

**10. SAFETY REQUIREMENTS**

Contractor shall comply, and ensure that all employees comply, with all current OSHA and WISHA regulations while on Transit property.

**11. DISPOSAL OF EQUIPMENT, MATERIAL, AND DEBRIS**

Contractor shall promptly remove all equipment and waste materials generated by this project in a method consistent with applicable laws and regulations. Recycling or disposal of said materials shall be part of the unit contract price at no expense to Transit.

## **PART III - REQUIRED SUBMITTALS**

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### **BID SUBMITTAL FORM**

#### **ACKNOWLEDGEMENTS**

The undersigned, as Bidder, declares that we have examined all of the Bidding Documents herein contained and that we will contract with Intercity Transit on the Contract form provided herewith and at the prices and on the terms contained herein to do everything necessary for fulfillment of the **WATER HEATER REPLACEMENT, PROJECT #1603**.

In addition to the Bid Form, we agree that the Bid Schedule, Non-Collusion Affidavit, and Bidder Information provided at the direction of Transit shall form a part of this Bid.

I/We certify, under penalty of perjury, that this is not a sham or collusive bid, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any bidder on the above work, or suppliers to put in a sham bid, nor any other person or corporation to refrain from bidding. I/We have not in any manner sought by collusion to secure advantage over any other bidder or bidders.

I/We agree that our Bid constitutes an offer to Transit which shall be binding for sixty (60) days from the date of opening of bids. If our Bid is accepted, we agree to sign the Contract form and to furnish the payment and performance bond only on the form contained herein and evidences of insurance required herein within ten days after receipt from Transit of written notice of award of contract.

I/We certify that we are, at the time of submitting this Bid and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Bidding Documents. We further certify that we are skilled and regularly engaged in the general class and type of work call for in the Bidding Documents. I/We further agree, if our Bid is accepted and a contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth in the Contract Documents.

#### **ACKNOWLEDGEMENT OF ADDENDA**

I/We acknowledge receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_ (Initial) \_\_\_\_\_

#### **BIDDER CERTIFICATION**

The Bidder certifies:

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;
- They will observe the national, Washington State, and local codes;
- They have a valid Washington State Contractor's license and a current registration with the Washington State Department of Labor & Industries; and
- They have the insurance coverage required for this Contract
- They are current in payment of industrial insurance premiums.

## BIDDER INFORMATION

**Providing the following information is MANDATORY in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your bid as being "Non-Responsive".**  
*If your business is not required to have one of the following numbers, provide an explanation.*

<b>Contact Information</b>	
Contractor/Firm Name	Business Address
Primary Contact	Secondary Contact
Job Title	Job Title
Business Number ( )	Business Number ( )
Cellular Number ( )	Cellular Number ( )
Email	Email
<b>Contractor Registration</b> - <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
<b>Current UBI Number</b> - <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b> - <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number</b> - <a href="https://fortress.wa.gov/esd/twt/pwcineternet/">https://fortress.wa.gov/esd/twt/pwcineternet/</a>	
Employment Security Department Number:	
A Certificate of Coverage Letter from <a href="https://fortress.wa.gov/esd/twt/pwcineternet/">https://fortress.wa.gov/esd/twt/pwcineternet/</a> can be provided prior to award: Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>State Excise Tax Registration Number</b> - <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Disqualified from Bidding</b> - <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Contractor on the "Contractors Not Allowed to Bid" list of the Department of L&I? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016

Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

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

Print name: \_\_\_\_\_

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

**BID SCHEDULE**

Intercity Transit has the right to contract based on the total Bid or a portion thereof. Intercity Transit has the right to correct obvious mathematical errors. The price shall be shown clearly in figures. The Bid amount shall include all applicable permits, fees, and taxes. Bidders are warned against making erasures or alterations of any kind, and Bids which contain omissions, erasures or irregularities of any kind may be rejected.

**Transit Administration Building - Water Heater Removal and Replacement**

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>	<b>Approx. Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Minor Change	EST	1	\$300.00	\$300.00
2	Remove and Dispose of Water Heater	LS	1		
3	Furnish and Install Water Heater Manufacturer: A.O. Smith Make/Model: DVE-120-15 and associated Bell & Gossett Circulator Pump, Mixing valve and all associated piping, valves, insulation and components	LS	1		
Sales Tax @ 8.8%					
<b>TOTAL BID PRICE</b>					

Bid prices shall include everything necessary for the prosecution and completion of the work and fulfillment of the Contract.

We, the Bidder, propose to perform the work under the terms and conditions contained herein for the Contract Total price set forth above.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Firm

=====

**BID EVALUATION AND CONTRACT AWARD**

In accordance with the provisions of these bidding documents, Transit will evaluate bids to determine the lowest total bid offered by a responsive, responsible bidder. Transit will award a contract based on the lowest total bid proposed by a responsive, responsible Bidder.

Transit reserves the right to reject any portion of any Bid and/or to reject all Bids. Transit further reserves the right, but without obligation, to waive informalities and irregularities.

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ }  
 }ss.  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, on oath says that ( )he certifies that the bid above submitted is a genuine and not a sham or collusive bid, nor made in the interest or on behalf of any person not therein named; and ( )he further says that the said bid has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self-advantage over any other bidder or bidders.

SIGN HERE: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public for the State of \_\_\_\_\_

residing in \_\_\_\_\_



**PART IV - SAMPLE CONTRACT**

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**INTERCITY TRANSIT  
CONTRACT #1603**

THIS CONTRACT is entered into between Intercity Transit ("TRANSIT") and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, (the "Contractor"), for the project known as Water Heater Replacement ("Project") Project #1603.

**PROJECT DESCRIPTION:** The Contractor will provide all materials, equipment, and labor necessary for the removal and replacement of a water heater at the Transit Administration Building located at 526 Pattison Street, SE in Olympia, WA. Work includes draining and removing existing water heater and all associated connections and controls; furnish and install a new commercial A.O. Smith water heater, Model # DVE-120-15, at the facility; fill, drain, refill and flush the system; test for leaks; ensure new system is up to current code; and all other work in accordance with the Contract documents.

**TRANSIT RESPONSIBILITIES:** Transit agrees to engage the Contractor to perform all work necessary to complete the Project according to the scope of work under the terms and conditions contained in this contract. Transit agrees to pay the Contractor according to the scope of work and as outlined in the Contractor's bid Exhibit "A." This is a lump sum contract for \$\_\_\_\_\_. This includes any applicable sales or use tax.

**CONTRACTOR RESPONSIBILITIES:** The Contractor shall perform all work and furnish and bear the expense of all tools, materials, equipment and labor as required for the completion of the Project. The Contractor shall complete the Project in accordance with and as described in the attached Exhibit "B" - Request for Bids.

**CONTRACT START AND END DATE:** Work shall begin on \_\_\_\_\_, 2016 and shall be completed in seven (7) working days. The contract ends on/be completed \_\_\_\_\_, 2016.

**INDEMNIFICATION:** Contractor agrees to defend, protect, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, resulting from bodily injury to persons or damage to property arising out of the Contractor's fault in performance of the contractual services; provided, however, that if such liability is caused by the concurrent fault of Transit and Contractor, Transit's right to indemnification shall be valid and enforceable only to the extent of Contractor's fault.

**INSURANCE REQUIREMENTS.** Insurance requirements are in the attached Exhibit "C".

NAME OF COMPANY  
Address  
City, State, Zip Code

INTERCITY TRANSIT  
526 Pattison Street, SE  
Olympia, WA 98501

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

\_\_\_\_\_  
By: Ann Freeman-Manzanares Date  
Its: General Manager

**Exhibit "C"**  
**INSURANCE**

SERVICE PROVIDER shall obtain and keep in force during the full term of this Contract at a minimum the following insurance coverages:

A. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all SERVICE PROVIDER's employees who perform under this Agreement.

B. Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired; with limits for bodily injury or death of not less than \$250,000.00 per person and \$500,000.00 per occurrence, and property damage limits of not less than \$100,000.00; or in the alternative, not less than \$500,000.00 combined single limit coverage.

C. Commercial General Liability Insurance with limits for bodily injury and property damage of not less than \$250,000.00 per incident and \$500,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT. SERVICE PROVIDER's insurer shall agree to give TRANSIT forty-five (45) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve SERVICE PROVIDER from liability in excess of such coverage. TRANSIT shall be specifically named as an additional insured in the insurance coverage required in this section. Notwithstanding, TRANSIT reserves all claims or rights of action against SERVICE PROVIDER as if TRANSIT were not named in the subject policy or policies.