



OLYMPIA, WASHINGTON

**REQUEST FOR QUALIFICATIONS
PROJECT #1607**

EXTERIOR PAINTING IMPROVEMENTS

REQUEST FOR QUALIFICATIONS (RFQ) RELEASE DATE:

April 26, 2017

QUESTIONS/CLARIFICATION DEADLINE:

Date: May 8, 2017

Time: 3:00 p.m. (PT)

SUBMITTAL DEADLINE:

Date: May 17, 2017

Time: 3:00 p.m. (PT)

CONTACT PERSON:

Tammy Ferris, Procurement Coordinator

(360) 705-5818

tferris@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR QUALIFICATIONS (RFQ)
EXTERIOR PAINTING IMPROVEMENTS
PROJECT #1607**

INTERCITY TRANSIT

Intercity Transit, the public transportation provider in Thurston County, is seeking Statement of Qualifications for Professional Services to provide the agency with project bid specifications, cost estimates, and project oversight for the painting of the exteriors at each of Transit's facilities (Centennial Station, Lacey Transit Center, Olympia Transit Center, and Pattison Street Facility) in Olympia, Washington.

Solicitation documents for this project are available online through Washington's Electronic Business Solution (WEBS) system at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFQ #1607 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

Submittals are due no later than 3:00 p.m. (PT) on May 17, 2017.

Please contact Tammy Ferris, Procurement Coordinator, by phone at (360) 705-5818 or email at tferris@intercitytransit.com with any questions regarding this solicitation.

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 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 PURPOSE

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington is issuing this Request for Qualifications (RFQ) in order to establish a Contract for Professional Services for its Exterior Painting Improvements project. The selected firm will provide Transit with project bid specifications, cost estimates, and project oversight for the painting of the exteriors at each of Transit's facilities (Centennial Station, Lacey Transit Center, Olympia Transit Center, and Pattison Street Facility) in Olympia.

1.2 BACKGROUND

Transit has four facilities in different locations throughout the Olympia area (Centennial Station, Lacey Transit Center, Olympia Transit Center, and Pattison Street Facility). Each facility is comprised of a variety of substrate surfaces. Transit has painted the facilities at different times over the course of the last 13 years. While much of the painted surfaces are satisfactory, there are areas of the exterior paint where blistering, delamination, and other failures are occurring.

In 2015, Transit retained West Coast Coating Consultants (WCCC) to investigate the cause of the paint failures; take field measurements such as coating thickness; collect paint samples for laboratory testing; and prepare a written report outlining the cause of the paint failures and recommendations for remediation. See [Appendix D](#) for WCCC's report.

Transit intends to procure a Consultant firm to develop the project bid specifications and use WCCC's report to develop the specifications. Transit intends to paint the Centennial Station, Lacey Transit Center, and Olympia Transit Center in late summer of 2017, and paint the Pattison Street Facility in late spring to early summer of 2018. The selected firm must factor in their availability to oversee the contractor's work for the painting of these sites in 2017 and 2018.

1.3 SCOPE OF WORK

The awarded firm will provide professional services, including but not limited to preparing project specifications, cost estimates, and sufficient oversight of the Contractor's work for the painting of Transit's Exterior Painting Improvements project. Work for this project includes, but is not limited to, the following:

A. PROJECT PHASES AND TASKS

The professional services required by this project will proceed in three (3) phases:

- Phase 1 - Project Evaluation and Specification Phase
- Phase 2 - Bid Phase
- Phase 3 - Project Oversight Phase

1. PHASE 1 - PROJECT EVALUATION AND SPECIFICATION PHASE

This phase requires the development of bid specifications for the Request for Bid package. The selected firm shall provide the project specifications to Transit in electronic and hard copy formats. The Consultant will complete the following tasks:

Task 1.2 – Site Evaluation

The Consultant shall accompany the Facilities Manager to each of the facilities to perform an initial site assessment and summarize their findings in a single document. The Consultant will:

- a. Complete an initial review of each of the facilities;
- b. Review the findings and recommendations in WCCC Report in relation to Consultant’s initial review of the facilities;
- c. Identify any additional issues or concerns in addition to WCCC’s findings and provide suggested solutions to resolve those issues; and
- d. Prepare a Site Evaluation Summary and receive the Facilities Manager’s approval for planning for work to proceed.

Task 1.3 – Preparation of Project Specifications

The Consultant will prepare and provide project specifications and an estimate for the painting of each of the facilities to the Facilities Manager for review and approval. Project specifications must:

- a. Incorporate WCCU’s recommendations for remediation of each of the facilities;
- b. Address surface preparation prior to paint application;
- c. Identify the recommended paint product, color, and approved equal for each of the facilities;
- d. Address all State, Federal, and Local Regulations regarding safety equipment, such as scaffolding and ladders, paint handling and storage;
- e. Specify that the contractor must provide material safety data sheets on site for all painting materials used, such as: solvents, sealants, and paint; and
- f. Specify requirements to shut down all rooftop equipment and allowable hours of adhesive application shall be identified in the specifications to prevent fumes from entering the buildings.

2. PHASE 2 – BID PHASE

Transit intends to procure a contractor to paint Transit’s facilities. The work associated with this task includes finalizing the project specifications for the Request for Bids document, and providing technical assistance during the bid and award process. Transit’s Procurement Coordinator will work with the Consultant to coordinate this effort. The Consultant and Procurement will complete the following tasks:

Task 2.1 – Bid Package

- a. The Consultant will finalize and provide a detailed bid package for Transit’s Procurement Division, including but not limited to, bid specifications, and an estimate to paint into a single bid package;
- b. Transit’s Procurement Coordinator will release solicitation documents to the bidding community.

Task 2.2 – Respond to Technical Questions

During the Bid Phase, it is critical to provide accurate responses to prospective bidders' technical questions in a timely manner. The Consultant will:

- a. Provide timely and accurate written response(s) to technical questions received from potential bidders during the Bid Phase; and
- b. Review and respond to Request for Substitutions and Request for Information.

Task 2.3 – Addenda Assistance

If an addendum is required the Consultant will:

- a. Revise specifications, and the bid proposal form, as necessary; and
- b. Coordinate the addendum preparation with the Procurement Coordinator. The Procurement Coordinator will release any addendum to the bidding community.

3. PHASE 3 – PROJECT OVERSIGHT PHASE

This phase assumes the successful completion of Phase 2, ending with the contract award for the painting of the Transit facilities. During Phase 3, the Consultant will oversee the Contractor's work to ensure the facilities are painted according to the specifications. The Consultant will complete the following tasks:

Task 3.1 – Participation in Preconstruction Meeting

The Consultant will:

- a. Participate in the preconstruction meeting with the Contractor;
- b. Review and recommend approval (with input from Facilities Manager) of the project schedule prepared by the Contractor; and
- c. Provide technical assistance and make recommendations to resolve issues.

Task 3.2 – Inspection

The Consultant will:

- a. Conduct field observations of the contractor's work to verify the quality of surface preparation prior to painting and during the contractor's painting, conformance and compliance with the contract documents, and to resolve any project-related issues;
- b. Conduct site inspections of each of the facilities as the contractor is painting; and
- c. Draft the punch list for issuance to the Contractor.

Task 3.3 – Change Order Review

In the event that Change Orders are requested, the Consultant will:

- a. Review each request for a Change Order and make recommendations to Transit to approve, disapprove, or negotiate the Change Order;
- b. Conduct an independent cost estimate for each Change Order and evaluate if the proposed price is reasonable; and
- c. Provide written documentation showing the cost analysis for each Change Order and confirmation that the final cost for each Change Order is fair and reasonable.

1.4 AWARD

Transit intends to award a Contract to the responsive responsible firm whose Submittal meets all RFQ requirements and is determined the most advantageous to Transit.

This Solicitation does not obligate Transit to contract for the services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the Agency.

1.5 CONTRACT TERM

The initial term of the Contract resulting from this RFQ will begin on the date of the final signature of the Contract and continue until no later than December 1, 2018, unless otherwise terminated or extended according to the Contract provisions. Transit reserves the option to extend this Contract in the event that work is not complete by the termination date.

SECTION 2 - GENERAL INFORMATION

2.1 CONTACT INFORMATION

Until a Contract is awarded, all questions and inquiries must be directed to the Procurement Coordinator listed below. Transit considers all oral communication unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

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

2.2 PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to the Pre-Submittal Meeting date and time or Submittal deadline on Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

RFQ #1607 Schedule	Date and Time (Pacific Time)
RFQ Release	April 26, 2017
Questions and Request for Clarifications Due	May 8, 2017 @ 3:00 p.m.
Submittal Deadline	May 17, 2017 @ 3:00 p.m.
Evaluations Begin	May 18, 2017
Anticipated Award Date	June 7, 2017

2.3 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents for this project are available on-line through Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the solicitation documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov, if you require assistance with the WEBS registration process.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Submittal that is inconsistent with most the current information and may result in disqualification.

2.4 EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFQ, Solicitation Standards, Sample Contract, Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Submittal constitutes acknowledgment that the Proposer has thoroughly examined the Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Submittal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFQ.

2.5 QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Proposer questions and/or requests for clarification regarding this RFQ will be allowed consistent with the respective dates specified in the Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.6 SOLICITATION STANDARDS

The Solicitation Standards document has been included in [Appendix B](#).

The Solicitation Standards document contains important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards document apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Proposers do not need to attach this document with their Submittal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to submitting their Submittal.

2.7 CONTRACT TERMS AND NEGOTIATION

A sample Contract has been included in [Appendix C](#). Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the sample Contract. Proposer's submission of a response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

2.8 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Submittal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's response will be incorporated into the resulting Contract.

SECTION 3 - SUBMITTALS

Respond to the following requirements in this section.

3.1 SUBMITTAL REQUIREMENTS

Proposer must complete and provide the following information (1-8) using the Submittal Document of [Appendix A](#). Failure to complete and submit all items listed in this section may disqualify the Proposer from further participation in this RFQ.

1. Cover Letter

A cover letter signed by the individual capable of committing the resources of the proposing firm and authorized to bind the proposing firm to the offer. The cover letter will include:

- A brief introduction of the proposing firm, key personnel, and qualifications and experience;
- Name, address, and telephone number of the individual who will represent the Proposer(s) during contract negotiations with Intercity Transit; and
- A statement confirming the firm's availability to complete the work on this project.

2. Statement of Qualifications

Proposer must provide the firms' summary of qualifications and submit a response to each of the criteria as requested in Section IV – Evaluation Criteria and Award, 4.2 Evaluation Criteria.

3. Proposer Acknowledgements

The Proposer Acknowledgements must be signed by the Proposer's Authorized Representative. Proposer must complete the acknowledgement of Addenda receipt box(es) by filling the "addenda numbers" fields for each Solicitation Addenda issued, and complete the signature box information on the Proposer Acknowledgements page.

4. Proposer Information

Proposer must complete the Proposer Profile, Proposer Authorized Representative, Proprietary or Confidential Information, Certified DBE and SBE Status, and Statement of Prior Contract Termination sections. Proposer may attach additional sheets if necessary.

5. Subconsultant Information

Proposer is instructed to complete the Subconsultant Information section if the Proposer intends on utilizing Subconsultants. If Proposer does not intend to use Subconsultants, the Proposer is not required to complete this section of the Submittal Document. If no information is entered, Transit will assume that Subconsultants will not be used.

Transit will accept Submittals that include third party involvement only if the Proposer submitting the Submittal agrees to take complete responsibility for all actions of such Subconsultants. Proposer must disclose the use of any Subconsultant(s) in their Submittal.

If applicable, Proposer will identify all Subconsultants who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone, email, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status. Transit reserves the right to approve or reject any and all Subconsultants that

Proposer proposes. Any Subconsultant not listed in the Proposer's Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

6. References

Proposer must submit a minimum of three (3) references for which the Proposer has provided services similar to those described herein.

Through this submission, Proposer grants permission to Transit to independently contact the references. Transit reserves the right to obtain and consider information from other sources concerning a Proposer, such as Proposer's capability and performance under other contracts, Proposer's financial stability, past or pending litigation, and other publicly available information.

7. Certification Regarding Lobbying

Proposer must complete and submit the Certification Regarding Lobbying. This form must be completed and signed by the Proposer's Authorized Official.

8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Proposer must complete and submit the Certification Regarding Debarment, Suspension and Other Responsibility Matters. This form must be completed and signed by the Proposer's Authorized Official.

3.2 SUBMITTAL INSTRUCTIONS

Proposer will submit their complete Submittal in the following manner:

A. SOQ Submittal: Proposer must complete and submit all sections of the Submittal Document, located in [Appendix A](#), as their Submittal. Two (2) hard copies and one (1) electronic copy of the Proposer's complete Submittal must be received by Intercity Transit on or before the **Submittal Deadline** set forth in the Procurement Schedule.

1. *Hard Copy:* The hard copy Submittal is to be typed and submitted on 8.5" x 11" paper and should be stapled or comb-bound.
2. *Electronic Copy:* The electronic copy Submittal is to be submitted on a USB flash drive or CD-RW/CD-ROM, labeled with the RFQ number and Proposer's name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.

B. Delivery of SOQ Submittal: The Submittal must be delivered as follows:

1. Enclose the hard copy and electronic copy of the Submittal together in a single envelope or container and label as follows:

**Intercity Transit
Project #1607 - Exterior Painting Improvements RFQ
Attn: Tammy Ferris, Procurement Coordinator
526 Pattison Street, SE
Olympia, WA 98501**

OR

**PO Box 659
Olympia, WA 98507-0659**

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Submittal deadline. The telephone number for shipping purposes is (360) 786-1881.

C. Time of Receipt: Time of receipt will be determined by the date and time the Submittal is received by Transit's Administrative Office Receptionist. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery.

Submittals are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Submittals or modifications will be accepted or considered. All Submittals and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Submittal, the hard copy will prevail.**

3.3 LATE SUBMITTALS

Any Submittal received after the Submittal deadline will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist.

3.4 PROGRESS AND COMPLETION

Time is strictly of the essence for the Contract resulting from this Solicitation. Progress and completion of the work shall comply with all stated requirements. Proposer's submission of a Submittal shall constitute the Proposer's acknowledgment that such progress and completion requirements are taken into account in formulating the Submittal and negotiating a price for the work.

3.5 PROPOSER RESPONSIVENESS

Proposer must respond to the requirements contained in this RFQ. Failure to demonstrate to Transit that your firm meets RFQ requirements and/or comply with any applicable item may result in the response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Submittals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Submittal.

SECTION 4 - EVALUATION CRITERIA AND AWARD

4.1 OVERVIEW

The responsive responsible Proposer whose Submittal is determined to best meet all RFQ requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Submittals are subject to Transit's final approval as to whether they meet all RFQ requirements.

4.2 EVALUATION CRITERIA

The scores for each Submittal will be assigned a relative importance for each scored section as follows:

PHASE 1 EVALUATION - SOQ SUBMITTAL

No.	Evaluation Criterion	Max Points
1.	Firm's Qualifications and Experience	30 points
2.	Qualifications and Experience of Key Individuals	30 points
3.	Approach to Complete the Work	20 Points
4.	Capacity and Availability	20 Points
	Total Possible Phase 1 Points:	100 Points

PHASE 2 EVALUATION - INTERVIEWS (OPTIONAL)

No.	Criterion	Max Points
1.	Interview	100 points
	Total Possible Phase 2 Points:	100 Points

The Proposer should organize its SOQ so the qualifications are clearly illustrated in each of the categories, using the Submittal Requirements listed below for each Evaluation Criterion.

Evaluation Criterion 1	Firm's Qualifications and Experience	30 pts.
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Recent experience of the firm and successful completion of work of a similar type and complexity as requested in this RFQ.

Submittal Requirements

1. Describe your firm's experience and qualification. Provide a general description of firm's history and services provided and type of clients served.

Evaluation Criterion 2	Qualifications and Experience of Key Individuals	30 pts.
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Specialized experience and technical competence of the key individuals who will provide the requested services.

Submittal Requirements

1. Brief résumés for each of the key individuals who will provide the requested services as described in the RFQ.
2. A list of a minimum of three (3) current or past projects (within 3 years) performed by the key individuals who will provide the requested services.

Evaluation Criterion 3	Approach to Complete the Work	20 pts.
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The Proposer will be required to articulate the firm’s proposed approach to complete all phases of the work as outlined in the RFQ.

Submittal Requirements

1. Describe your firm’s approach to ensure project work and Contract obligations are fulfilled.
2. Describe how you will manage the process and provide the required oversight for this project.

Evaluation Criterion 4	Capacity and Availability	20 pts.
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The Proposer will be required to ensure the firm’s capacity and availability of key personnel to Transit with the required services.

Submittal Requirements

1. Please provide information affirming the firm’s capacity to perform the work within the time parameters as outlined in the RFQ, considering the firm's current and planned workload. Describe how you will ensure Transit’s needs are met while managing multiple clients or in the event unavailable for a lengthy period of time.
2. Please provide a summary describing the current availability of key personnel and resources assigned for the length of the project.

4.3 EVALUATION PROCESS

1. Initial Determination of Responsiveness (Pass/Fail)

Submittals will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFQ. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether Proposer’s Submittal meets the responsiveness criteria as set forth within this document. If all responding Proposers are determined to be deemed non-responsive, Transit will cancel the Solicitation and reject all Submittals.

Only responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. Phase 1 Evaluation - SOQ Submittal (Scored)

Evaluators will score each element of the Submittal according to the evaluation criteria provided above. The Procurement Coordinator will tabulate evaluators' scoring. Transit will calculate a single score for each Submittal. There are a maximum of **100 points** available for the Submittal.

3. Phase 2 Evaluation - Interview (Scored)(Optional)

Transit reserves the right to schedule interviews if determined to be in the best interest of Transit. In the event interviews are required, Transit will contact the top-scoring Proposer(s) from the Phase 1 Evaluation to participate in the Phase 2 Evaluation - Interview. If Phase 2 is required, Phase 1 scoring will only be used to determine which Proposer(s) move to Phase 2. Phase 2 scoring will then be used during the remainder of the RFQ evaluation process to determine the apparent successful Proposer. There are a maximum of **100 points** available for the interview. Commitments made by the Proposer during the interview, if any, will be considered binding.

4. References (Pass/Fail) (Optional)

Transit reserves the right to check references after receipt of Submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Submittal evaluation to determine the responsibility of Proposers.

Transit reserves the right to reject any Submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

5. Evidence of Qualification (Pass/Fail)

After receipt of Submittal, Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Subconsultant's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Submittal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

4.4 OVERVIEW OF THE AWARD PROCESS

The successful Proposer, if any, will be the responsive, responsible, qualified Proposer whose Submittal, in the sole opinion of Transit, best meets the requirements set forth in this RFQ and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer, including but not limited to, final scope, schedule, and compensation.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed

to negotiations with the next highest ranked Proposer. Transit will not share any information about any firm's proposal with other Proposers or anyone outside of the evaluation team until after Contract award.

Transit will make a recommendation of the successful Proposer to the Authority. If the Authority concurs, a Contract will be awarded to the successful Proposer. **This Solicitation does not obligate Transit to contract for the services specified herein.**

4.5 CONTRACT TERMS AND NEGOTIATIONS/COST AND PRICING DATA

The objective of negotiations is to reach agreement on all provisions of the proposed Contract. To assist in the negotiations, a sample Contract is included in [Appendix C](#). The selected firm and subconsultants, if any, must submit hourly rates for each member of their team. These costs, once agreed to by Transit, will form the basis for a billing/payment provision. During negotiations, Transit reserves the right to request additional documentation supporting the proposed cost and pricing data.

4.6 COST PROPOSAL

The selected firm will be required to submit a Cost Proposal. The cost elements must include:

1. Labor Hours - Provide labor hours by task and by labor category.
2. Direct Labor Rates - Identify the proposed direct labor rates by individual and by labor category (i.e., by function or discipline)
3. Overhead Rates - Provide a copy of the most recent independent audit that has been performed within the past two (2) years. If an independent audit is available, then the items below will not be required. If an independent audit report is not available then provide the following:
 - a. Provide an overhead schedule showing a detailed listing of overhead expenses incurred for the most recent year as well as total direct labor costs. This overhead schedule should be based on actual expenses incurred during the previous year.
 - b. Unallowable costs must not be included in the proposed overhead rate. Include a certified statement that the proposal does not include any unallowable costs. Refer to Federal Acquisition Regulations Part 31 for more information on which costs are allowable and which are unallowable.
 - c. Provide a chart of accounts, describing what is included in each overhead account line item.
4. Other Direct Costs (ODCs) - If proposing direct costs other than labor, then provide a description and rationale for the estimate. Any proposed ODCs must be task or job specific costs that are normally charged directly to a Contract and have not been included in the overhead rate. ODCs, if approved, will be reimbursed at cost only, with no markup added.
5. Professional Fee/Profit - Identify the proposed professional fee/profit rate, expressed as a percentage of direct labor and overhead costs.

4.7 EXECUTION OF CONTRACT

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) business days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the awarded firm.

APPENDIX A - SUBMITTAL DOCUMENT

INSTRUCTIONS:

The following documents constitute the Required SOQ Submittal. Failure to submit all the required documents along with their proposal may cause a Submittal to be non-responsive. Proposers are advised to read carefully all portions of the Contract documents and to comply with all requirements therein. The Submittal must include all of the items listed below:

1. **Cover Letter:**

The Cover Letter must be signed by the individual within the organization authorized to bind the proposing firm to the offer. The Cover Letter will address the items as outlined in the RFQ.

2. **SOQ Submittal:**

Summary of qualifications of firm and proposed approach as outlined in the RFQ.

3. **Proposer Acknowledgements:**

Proposer must complete the Proposer Acknowledgements and include with their Submittal.

4. **Proposer Information:**

Proposer must complete the Proposer Information and include with their Submittal.

5. **Subconsultant Information:**

Proposer must complete subconsultant information if Proposer intends to use any subconsultants.

6. **References:**

Proposer must provide a minimum three (3) references for which the Proposer has provided services similar to those described in this solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Proposer.

7. **Certification Regarding Lobbying**

Proposer must complete and submit the Certification Regarding Lobbying. This form must be completed and signed by the Proposer's Authorized Official.

8. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

Proposer must complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters and include with their Submittal.

PROPOSER ACKNOWLEDGEMENTS
Exterior Painting Improvements - RFQ #1607
Issued by Intercity Transit

Having carefully examined all requirements and terms and conditions identified in this Request for Qualifications (RFQ), the undersigned, declares that I/we have examined all of the solicitation documents and that I/we will Contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFQ #1607, Exterior Painting Improvements, and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Proposal, 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 Proposer on the above work, or suppliers to put in a sham Proposal, nor any other person or corporation to refrain from Proposing. I/We have not in any manner sought by collusion to secure advantage over any other Proposers.

I/We agree that our Proposal constitutes an offer to Transit, which shall be binding for sixty (60) Calendar Days from the Proposal due date. If our Proposal is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within ten (10) Business Days after receipt from Transit of written notice of award of Contract.

I/We certify that we are, at the time of submitting this Proposal 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 procurement. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the procurement.

I/We further agree, if our Proposal 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.

I/We acknowledge receipt of addenda numbers _____ through _____ and have been taken into account as part of our Proposal.

The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Proposal "Non-Responsive".

The signatory below represents that he/she has the authority to bind the company named below to the Proposal submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Proposal. By submitting this Proposal, Proposer hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

Proposer Signature

Company Name

Title

Date

END OF FORM

PROPOSER INFORMATION

1. Proposer Profile:

Proposer must provide the following:

Firm Name _____

DBA Name (if applicable) _____

Street Address _____

City, State, Zip Code _____

Federal Tax ID Number _____

WA State UBI Number _____

DUNS # _____

2. Proposer Authorized Representative:

Proposer must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFQ process. Proposer's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name: _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

3. Proprietary or Confidential Information:

Proposer must indicate any pages and/or sections of their Response that Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW below. Indicate the pages of Proposer's Response that have been marked "Confidential" and the particular exception from disclosure upon which the Proposer is making the claim below. Please see Section 18 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Proposer is instructed to enter "NA" in the box below.*

4. Certified DBE and SBE Status:

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Proposer is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

Not Applicable

DBE Certification #: _____

SBE Certification #: _____

5. Statement of Prior Contract Termination:

Proposer must disclose below if the Proposer's firm and/or any proposed subconsultants have had a Contract terminated for either cause or convenience in the last five (5) years. If a Contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party's contact information (name, address, email address, and telephone number), and the Proposer's position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. *If not applicable, Proposer is instructed to enter "NA" in the box below.*

--

END OF FORM

SUBCONSULTANT INFORMATION

Check the applicable box:

Yes No Proposing firm intends on utilizing subconsultants to fulfill the service requirements outlined in RFQ #1607, Exterior Painting Improvements.

Proposer will be required to perform all work under this Contract using his/her own employees carried on payroll or by using subconsultants. Where subconsultants are used in the performance of the Contract, Proposer will indicate as required with the Response. Service Provider will be held responsible for all work performed or not performed by the subconsultant(s). subconsultant(s) will be required to bill through the Proposer.

If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Proposer will identify below all subconsultants who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

SUBCONSULTANT 1

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

SUBCONSULTANT 2

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

SUBCONSULTANT 3

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

SUBCONSULTANT 4

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

END OF FORM

REFERENCES

Proposer must provide a minimum of three (3) references for which the Proposer has provided services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Proposer.

Reference 1

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference Project Description: _____

Reference 2

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference Project Description: _____

Reference 3

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference Project Description: _____

Reference 4

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference Project Description: _____

*Type of Organization – Municipality, Public Agency, Etc.

END OF FORM

APPENDIX B - SOLICIATION STANDARDS

This document contains important information for Proposers applicable to the solicitation documents administered by Intercity Transit. This information applies directly, and is incorporated by reference, into the solicitation and contracts resulting from this solicitation. As such, Proposers do not need to attach this document with their response to the solicitation. It is the responsibility of the Proposer to read and fully understand the details of all items contained herein prior to submitting their Submittal.

DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Transit.

Agency	Intercity Transit (Transit).
Amendment or Addendum	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
Authorized Representative	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
Bid	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB).
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days will prevail.
Contract	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction
Contractor	Any person having a Contract with Intercity Transit.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
Proposal	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposals (RFP) or Request for Qualifications (RFQ).
Proposer	A Vendor who submits a Proposal in reply to a Solicitation.
RCW	Revised Code of Washington

Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the Contract or services and such other information as may be secured having a bearing on the decision to award the Contract.
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Service Provider	Any person or company having a Contract with Intercity Transit.
Solicitation	The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.
Subconsultant	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the subconsultant.
Submittal	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP) or Request for Qualifications (RFQ).
Vendor	A provider of materials, supplies, services, and/or equipment.

1. AMENDMENTS

Transit reserves the right to amend this Solicitation at any time before the Submittal deadline. 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, statement of work requirements, or selection criteria.

All amendments will be posted on [Washington's Electronic Business Solution \(WEBS\)](#). It is the Proposer's sole responsibility to check periodically for addenda related to this Solicitation.

If there is any conflict between amendments, or between an amendment and the original Solicitation document, whichever document was issued last in time shall be controlling.

2. COLLUSION

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

3. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY PRACTICES

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.

4. ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION

The Successful Proposer will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

5. INSURANCE

The successful Proposer is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Proposer or its Subconsultant(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Proposers will find a complete description of the specific insurance requirements in the sample Contract document located in Appendix C of the Solicitation document.

6. MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

Intercity Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE) whether included in these categories or not. All businesses are encouraged to respond.

All interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subconsultants. 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, 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.

7. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Proposer.

8. NO OBLIGATION TO CONTRACT

This Solicitation does not obligate Transit to Contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

9. POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products can only be used in designated areas. Service Provider is responsible to ensure that all employees and any Subconsultants assigned to work on Transit property are aware of and comply with these policies.

10. PROJECT PERSONNEL

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

Upon Contract award, Proposer shall not change assigned project personnel or subconsultants without prior Transit approval.

11. SUBMITTAL CLARIFICATION

Transit will make the sole determination of clarity and completeness in the Submittals relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response deadline, Transit may require individual Proposers to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

12. COSTS

Proposer is solely liable for any and all costs associated with preparing, submitting or presenting a Submittal in response to this Solicitation. Transit is not liable for any cost incurred by the Proposer in the process of responding to this Solicitation.

13. SUBMITTAL DEADLINE POSPTPONEMENT

Transit reserves the right to postpone the due date and time of Submittals at any time prior to the Submittal deadline.

14. SUBMITTAL OWNERSHIP

All Submittals and materials submitted in response to this Solicitation will become the property of Transit. Information in each Submittal will be shared with Transit employees and other persons involved in Submittal evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Submittal. Selection or rejection of the offer will not affect this right.

15. SUBMITTAL REJECTION

Transit reserves the right to reject any Submittal for any reason including, but not limited to, the following:

- A. Any Submittal which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Submittal which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Submittal from Proposer(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Submittal for which a Proposer fails or neglects to complete and submit any qualification information within the time specified by Transit; and
- E. Any Submittal submitted by a Proposer who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Submittals, to waive any irregularities or informalities in any response to the Solicitation, and to accept any items or combination of

items. In consideration for Transit's review and evaluation of its Submittal, the Proposer waives and releases any claims against Transit arising from rejection of any or all Submittals.

16. SUBMITTAL WITHDRAWAL OR MODIFICATION

A modification of a Submittal already received will be considered only if the modification is received prior to the Submittal deadline. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Submittal. Notwithstanding the above, a late modification of an otherwise successful Submittal that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Proposers may withdraw their Submittal by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Submittal deadline. Submittals may be withdrawn in person by the Proposer or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Submittal before the Submittal deadline.

No Proposer may withdraw a Submittal after the Submittal deadline, or before the award and execution of the Contract, unless the award is delayed for a period exceeding ninety (90) days from the Submittal deadline. Transit reserves the right to request that Proposers grant an extension of such effective period.

No consideration shall be given by Transit to a claim of error in a Submittal unless written notice of such claim and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after the opening of Submittals. Any review by Transit of a Submittal and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Submittal errors rests with the Proposer.

17. PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Submittals or the number of Submittals received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in the Submittal 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 data in their Submittals which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by IT, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Proposer desires to claim as proprietary in the "Proprietary or Confidential Information" portion of the Proposer Information section of the Submittal Document.

18. PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

- A. **Right to Protest.** Any actual or prospective Proposer, including sub-Service Providers and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, shall file a protest with the Intercity Transit General Manager. A protest with respect to a Request for Qualifications and Qualifications shall be submitted in writing prior to the established Submittal deadline unless the aggrieved person did not know the facts giving rise to such protest prior to Submittal 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 1 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 Intercity Transit 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 of Costs.** In addition to any other relief, when a protest is sustained and the protesting Proposer should have been awarded the Contract under the solicitation, but is not, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
 1. The name and address of the aggrieved person;
 2. The project number and title under which the protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting documentation; and
 4. The specific ruling or relief requested.

The written protest will be addressed to Intercity Transit, 526 SE Pattison Street, P.O. Box 659, Olympia, WA 98501, Attention: General Manager Proposal Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit.

The Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1C (as periodically updated).

19. WORK SITE INSPECTION

Proposer must understand and inspect the work location(s). Interested Proposers may visit the location during the scheduled Pre-Submittal Conference. By signing its Submittal, Proposer is accepting the work conditions. The Awarded Service Provider will be responsible to complete all required work in accordance with the Solicitation and Contract documents. If during the course of or as a result of the inspection and examination, a Proposer finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract documents, or with any other data or material made available to the Proposer relating to the work, the Proposer will promptly notify Transit in writing and request additional information and explanation before submitting a Submittal.

20. SUSPENSION AND DEBARMENT

- A. Pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, entities and individuals who are debarred or suspended by the Federal Government are excluded from obtaining Federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on the FTA-financed Contract, each Proposer shall complete and submit, as part of its Submittal, the certification contained in the Contract Documents for itself and its principals. If the Proposer is unable to provide a positive certification, it must submit a complete explanation, attached to the certification form, of why it cannot provide the certification. Failure to submit a certification or explanation may disqualify the Proposer from participation under this Submittal. Transit, in conjunction with FTA, will consider the certification or explanation in determining award of a Contract.
- B. This certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Transit. If it is later determined that the Proposer knowingly rendered an erroneous certification, Transit may terminate the Contract for cause of default, in addition to other remedies available, including FTA suspension and/or debarment.
- C. By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended or has been declared ineligible from obtaining Federal assistance funds. The Proposer, if awarded the Contract, shall require each Subcontractor and all lower tier Subcontractors to complete the certificate.
- D. Each subcontract, regardless of tier, shall contain a provision that the Subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining Federal assistance funds. The Service Provider shall require that each Subcontractor regardless of tier, immediately provide written notice to the Service Provider if at any time the Subcontractor learns that a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Service Provider may rely upon the certifications

of the Subcontractor unless it knows that the certification is erroneous. The Service Provider's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

APPENDIX C - SAMPLE CONTRACT

**INTERCITY TRANSIT
CONTRACT NO. 1607
FOR
EXTERIOR PAINTING IMPROVEMENTS**

THIS CONTRACT is made and entered into in duplicate this _____ day of _____, 2017 by and between INTERCITY TRANSIT, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Service Provider", for the purpose of providing Professional Services.

Service Provider:
Authorized Rep:
Address:
Phone:
Email:
Federal TIN:
WA State UBI No.:

1. RECITALS

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Service Provider represents that Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Service Provider agree as follows:

2. PURPOSE

The purpose of this Contract is to enter into a Contract for Professional Services.

3. SCOPE OF SERVICES

A. Service Provider will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to complete the Exterior Painting Improvements, Project No. 1607, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract #1607, Statement of Work, attached as Exhibit "A"
2. Service Provider's Rate Schedule and Fees, attached as Exhibit "B"

3. Request for Qualifications (RFQ) #1607, Released April 26, 2017, attached as Exhibit "C"
 4. Service Provider's Response to RFQ #1607, dated _____, attached as Exhibit "D"
- B. In the case of any inconsistency between the Service Provider's response to RFQ #1607 and the Scope of Work and Specifications described herein, the latter shall control.

4. ADMINISTRATION AND SUPERVISION

- A. The work and services under this Contract is subject to certain federal laws, regulations, and other requirements in effect on the date of execution of this Contract. Transit and the Service Provider agree that such federal laws, regulations, and other requirements supersede any conflicting provisions of this Contract.
- B. The Service Provider represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract and that such personnel are qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform such services. All services required under this Contract must be performed by the Service Provider, its employees, or by subconsultants whose selection has been authorized by Transit; provided, that Transit's authorization will not relieve the Service Provider or its subconsultants from any duties or obligations under this Contract or at law to perform in a satisfactory and competent manner, pursuant to the standard of care noted I Section 4.C, below. The Service Provider will remove from the Project any of its subconsultants or personnel assigned to the Project if, after the matter has been thoroughly considered by Transit and the Service Provider. Transit considers such removal necessary and in the best interests of the Project and so advises the Service Provider in writing.
- C. Standard of Care. The standard of care applicable to Service Provider's services under this Agreement shall be performed in a manner consistent with that degree of skill and diligence ordinarily exercised by members of the same professional currently practicing under similar circumstances at the time Service Provider's services are being performed. The Service Provider makes no other warranty, expressed or implied.
- D. The Project must be coordinated and integrated with other Transit activities.

5. DURATION OF CONTRACT

- A. The term of this Contract and the performance called for herein shall begin on the effective date of this Contract, and shall terminate on _____, unless otherwise terminated according to the provisions herein. Transit reserves the option to extend this Contract in the event that requirements change or work is not completed by the expected termination date. Extension for any additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

6. COMPENSATION AND METHOD OF PAYMENT

- A. Transit shall reimburse the Service Provider for satisfactory completion of the services and requirements specified in this Contract in a maximum amount not to exceed \$_____, as described in Exhibit "___".

This is a cost reimbursement Contract. Transit will pay Service Provider based on the negotiated Scope of Work identified in Exhibit __. If the Scope of Work or level of effort changes, as determined by Transit, then Transit and Service Provider may negotiate additional costs. Each invoice will document the completed work percentage as shown by hours completed. Service Provider will break down invoices to show the current invoice amount, past invoiced amount, and the remaining budget yet to be invoiced.

- B. The Service Provider may request monthly payments based upon the amount of work completed for each period as required by the Scope of Work and Specifications of Exhibit “__”. Each request for payment will include:
 - 1. The period of time covered by the request for payment.
 - 2. A brief description of the work completed during the period of time including any milestones accomplished.
 - 3. The total percentage of work completed to date.
- C. The Service Provider shall submit its final invoice and such other documents as are required pursuant to this Contract within thirty (30) calendar days of completion of the Scope of Services.
- D. If the Service Provider fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, Transit may withhold payment due the Service Provider for the period of work in question until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to and not in lieu of Transit’s right to terminate this Contract as provided in Section 28 below.

7. BILLING PROCEDURES

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Service Provider except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Service Provider will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to tferris@intercitytransit.com. If Service Provider is unable to submit invoices electronically, invoices may be submitted by mail to:
 - Intercity Transit
 - Attn: Procurement Office
 - 526 Pattison Street, SE
 - Olympia, WA 98501
- C. Transit will submit payment for stated services to Service Provider within thirty (30) days following Transit’s receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

8. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit’s Project Manager or his/her successor is responsible for monitoring Service Provider’s performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit’s Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file, but will not require a formal Contract amendment.

Service Provider’s Project Manager	Transit’s Project Manager
First Last Company Street Address City, State Zip Phone: (###) ###-#### Email address: [Enter email address]	Tammy Ferris Intercity Transit 526 Pattison Street, SE Olympia, WA 98501 Phone: (360) 705-5818 Email address: tferris@intercitytransit.com

9. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Service Provider for acceptance. Contact information for the Contract Administrator is:

Tammy Ferris
 Intercity Transit
 P.O. Box 659
 Olympia, WA 98507-0659
 Phone: (360) 705-5818
 Email address: tferris@intercitytransit.com

10. CHANGES

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

11. PROJECT PERSONNEL

Service Provider represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract. Service Provider agrees that the key personnel identified in its Submittal will be committed by Service Provider to this project for its duration. Substitution or replacement of key personnel will be subject to Transit’s following written request by the Service Provider. All services required under this Contract will be performed by the Service Provider, its employees, agents, representatives, or authorized subcontractors.

12. INDEPENDENT SERVICE PROVIDER RELATIONSHIP

- A. The parties intend that an independent Service Provider relationship between Service Provider and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Service Provider. No agent, employee, servant or representative of Service Provider shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Service Provider are not entitled to any of the benefits Transit provides to its employees. Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.
- B. In the performance of the services herein contemplated, Service Provider is an independent Service Provider with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof.

13. NON-EXCLUSIVE PROVIDER

Transit reserves the right to obtain services or supplies not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

14. ASSIGNMENT

Service Provider will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Service Provider must seek consent from Transit, in writing, not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

15. HOLD HARMLESS AND INDEMNIFICATION

Service Provider shall indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, which Transit may incur by reason of any negligent act, omission or default on the part of Service Provider; its employees, officers or agents, provided, however, that if such liability is caused by or results from the concurrent negligence of Transit, its officers, employees and/or agents, and Service Provider or Service Provider's employees and agents, this provision shall be valid and enforceable only to the extent of Service Provider's negligence; and provided further, that nothing herein shall require Service Provider to hold harmless or defend Transit, its officers, employees and agents, from any claims arising from the sole negligence of Transit, its officers, employees and/or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and Transit, its employees, officers, or agents, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. Service Provider specifically waives any immunity it may have under Title 51 RCW for purposes of claim, suit or action by Transit under this Section, solely for the purpose of this indemnification. Service Provider and Transit have mutually negotiated this waiver.

16. INSURANCE

- A. Insurance Requirements - Service Provider shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Service Provider under this Contract. The Service Provider shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
 3. *Workers' Compensation Insurance* as required by Washington State law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence.
 4. *Professional Liability Insurance* coverage with limits of not less than \$500,000 per claim/annual aggregate throughout the duration of this Contract and for a period of two (2) years thereafter.
- B. Additional Requirements - Service Provider shall provide to Transit Certificates of Insurance and copies of policies, with the exception of Professional Liability and Workers Compensation for i., ii., and iv., below, shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds.
 - ii. Be on a primary basis and not contributory with any other insurance coverages and/or self-insurance carried by Transit.
 - iii. Include a Waiver of Subrogation clause.
 - iv. Include a Severability of Interest clause (cross liability).
 - v. Not be non-renewed, cancelled, or materially changed or altered unless thirty days prior written notice is provided to Transit.
 - vi. Be provided on forms and by insurance companies satisfactory to Transit.
- No provision in this paragraph shall be construed to limit the liability of the Service Provider for work not done in accordance with the Contract, or express or implied warranties. The Service Provider's liability for the work shall extend as far as the appropriate periods of limitation provided by law.
- C. Worker's Compensation - The Service Provider and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Service Provider shall make all payments arising

from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.

- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Service Provider shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least thirty days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The Service Provider shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Service Provider neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Service Provider's work. Suspension or termination of this Contract shall not relieve the Service Provider from its insurance obligations hereunder.

17. CONSULTANT ACQUISITION AND/OR MERGER

- A. If the Service Provider executing this Contract ceases to exist as an independent business entity by means of acquisition by and/or merger with a successor or otherwise, the Service Provider must notify Transit in writing not less than 30 calendar days prior to the effective date of the circumstance causing the cessation of the independent business status. Transit reserves the right to take steps to ensure it has contractual privity with the successor. The Service Provider must cooperate with this effort by agreeing to an assignment, a novation, or other document required to transfer the rights and responsibilities of the Service Provider to the successor. The successor will be required to be bound to the same degree that the Service Provider was bound to the obligations of this Contract.

18. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit and Transit shall become the owner of the work product and other documents, if any, prepared by Service Provider pursuant to this Contract, unless otherwise expressly provided herein.
- B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Service Provider and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

19. COMPLIANCE WITH LAWS

- A. Service Provider, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.
- B. Service Provider agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Service Provider, and Service Provider shall pay the tax as required by law.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. PROHIBITED INTEREST

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

22. NONDISCRIMINATION

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Applicants employed by Service Provider shall be treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Service Provider shall take such action with respect to this Contract as may be required to be in compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.
- C. Nondiscrimination in Services. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Service Provider shall take such action as may be required to facilitate compliance with the provisions in the immediately preceding

paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

23. GRATUITIES AND KICKBACKS

- A. Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any Transit 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 therefore.
- B. 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 Service Provider or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

24. LIENS, CLAIMS AND ENCUMBRANCES

Service Provider certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

25. MAINTENANCE AND INSPECTION OF RECORDS

- A. Service Provider shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.
- B. Service Provider shall retain all books, records, documents and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Service Provider agrees that Transit or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. Service Provider's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

26. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Service Provider.

27. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Service Provider to fulfill the Contract obligations. Transit shall terminate by delivering to Service Provider a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Service Provider shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Service Provider a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Service Provider for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.
 - ii. If the termination is for failure of Service Provider to fulfill the Contract obligations, the Service Provider shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Service Provider shall be liable for any additional cost incurred by Transit.
 - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Service Provider was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.
- B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Service Provider a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- i. If Service Provider fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Service Provider of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Contract without any further obligation to Service Provider, except that Service Provider shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Service Provider and its sureties for said breach or default.

28. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by Service Provider of any covenant, term or condition of this Contract, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

29. NOTICE

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

30. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

31. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Service Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Service Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Service Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.
- B. The Service Provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Service Provider, to the extent the Federal Government deems appropriate.
- C. The Service Provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32. SUSPENSION AND DEBARMENT

- A. Pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, entities and individuals who are debarred or suspended by the Federal Government are excluded from obtaining Federal assistance funds under this Contract. To assure that such entities

and individuals are not involved as participants on the FTA-financed Contract, each Proposer shall complete and submit, as part of its Submittal, the certification contained in the Contract Documents for itself and its principals. If the Proposer is unable to provide a positive certification, it must submit a complete explanation, attached to the certification form, of why it cannot provide the certification. Failure to submit a certification or explanation may disqualify the Proposer from participation under this Submittal. Transit, in conjunction with FTA, will consider the certification or explanation in determining award of a Contract.

- B. This certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Transit. If it is later determined that the Proposer knowingly rendered an erroneous certification, Transit may terminate the Contract for cause of default, in addition to other remedies available, including FTA suspension and/or debarment.
- C. By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended or has been declared ineligible from obtaining Federal assistance funds. The Proposer, if awarded the Contract, shall require each Subcontractor and all lower tier Subcontractors to complete the certificate.
- D. Each subcontract, regardless of tier, shall contain a provision that the Subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining Federal assistance funds. The Service Provider shall require that each Subcontractor regardless of tier, immediately provide written notice to the Service Provider if at any time the Subcontractor learns that a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Service Provider may rely upon the certifications of the Subcontractor unless it knows that the certification is erroneous. The Service Provider's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

33. PRIVACY ACT

- A. The Service Provider agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Service Provider agrees to obtain the express consent of the Federal Government before the Service Provider or its employees operate a system of records on behalf of the Federal Government. The Service Provider understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- B. The Service Provider also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

34. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Transit nondiscrimination requirements set forth in other Sections in this Contract, the following Federal requirements apply to the Service Provider's performance under this Contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Service Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
- i. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Service Provider agrees to take affirmative action with regard to employment of applicants, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.
 - ii. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.
 - iii. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Service Provider agrees that it will

comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

- C. The Service Provider also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

35. BREACHES AND DISPUTE RESOLUTION

- A. Except as otherwise provided in the Contract, the Service Provider must notify Transit in writing within thirty (30) calendar days of any dispute arising under the Contract which is not disposed of by agreement.
- B. All disputes shall be decided by the General Manager of Transit who shall indicate his/her decision in writing and mail or otherwise furnish a copy thereof to the Service Provider. The decisions of the General Manager shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.
- C. In connection with any appeal proceeding under this clause, the Service Provider shall be afforded an opportunity to be heard within thirty (30) days of the decision, and to offer evidence in support of their appeal. Pending final decisions of a dispute hereunder, the Service Provider shall proceed diligently with the performance of the Contract in accord with the General Manager's decision, and such continued performance does not in any manner imply acceptance of our agreement with that decision by the Service Provider, nor does it infringe upon the Service Provider's right to appeal that decision. This clause does not preclude consideration of law questions in connection with decisions provided for in the above paragraph, provided that nothing in this Contract shall be construed as making final decision of any administrative official, representative, or board on a question of law.

36. DISADVANTAGED BUSINESS ENTERPRISES

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.95%. A separate Contract goal has not been established for this procurement.
- B. The Service Provider, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Service Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Service Provider to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include, but is not limited to (1) Withholding monthly

progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Service Provider/Contractor from future bidding as non-responsible. Each subcontract the Service Provider signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- C. The Service Provider must promptly notify Transit, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

37. PROMPT PAYMENT

The Service Provider is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from Transit. In addition, is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Transit.

38. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- B. Will not give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

39. ADA ACCESS AND OTHER FEDERAL REQUIREMENTS

The Service Provider is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;

DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

Any implementing requirements that the FTA may issue.

40. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

41. SEVERABILITY

- A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

42. FORCE MAJEURE

- A. Service Provider is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant.
- B. If the Project is delayed by any circumstance beyond the reasonable control of the Service Provider, Service Provider will be entitled to an equitable adjustment of rates and Project schedule. This equitable adjustment will reflect all reasonable costs incurred by the Service Provider.

43. ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments
3. Exhibit A - Statement of Work
4. Exhibit B - Contractor’s Rate Schedule and Fees
5. Exhibit C - Request for Qualifications No. 1607, released April 26, 2107
6. Exhibit D - Contractor’s Response to RFQ No. 1607, dated _____
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

44. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

TRANSIT:

INTERCITY TRANSIT
526 Pattison Street, SE
Olympia, WA 98501

SERVICE PROVIDER:

SERVICE PROVIDER
Address
City, State, Zip

By: Ann Freeman-Manzanares
Its: General Manager

By: Authorized Representative
Its: Title

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COATING INSPECTION
FAILURE ANALYSIS, COATING SURVEYS FAX: 510-528-5416

PHONE: 415-244-6429

ATTACHMENT A - WCCU REPORT AND RECOMMENDATIONS

INTRODUCTION

In accordance with West Coast Coating Consultants (WCCC) proposal dated, December 1, 2014 with the Intercity Transit Authority, WCCC has conducted an investigation into the cause of coating failures that are occurring at four transit facilities (Olympia Transit Center, Lacey Transit Center, Pattison Street Facility and Centennial Station) in Olympia, WA. The investigation was deemed necessary since some of the previous maintenance painting that has been conducted over the last thirteen years has resulted in blistering, delaminations and other failures. Mr. Ray Tombaugh, Senior Consultant was responsible for performing the investigation and preparing this report.

SUMMARY

The primary failure observed at the various Intercity Transit facilities is intercoat delamination. Testing conducted in areas adjacent to existing failures indicated that adhesion is poor over a wide area. Intercoat delamination and poor coating adhesion were observed on (1) the siding, box gutters and fascia at the Administration Building, Maintenance Facility and the two bridges, (2) the steel posts and roof rafters at the Olympia Transit Center, (3) the posts, rafters and roof decking at the Lacey Transit Center and (4) the railings at Centennial Station.

These failures are a result of the application of an acrylic latex paint to an alkyd coating that is smooth, hard and glossy. Acrylic latex paints are often incompatible with alkyds and require that the smooth alkyd be abraded in order to promote adhesion if there is any hope of using an acrylic over the top of an alkyd.

The second most common failure is delamination of the complete coating system from galvanized steel surfaces. This failure was observed on the Olympia Transit Center roof decking and Pattison Street Facility box gutter interiors. The galvanized steel underneath the coating was smooth. Galvanized steel requires surface abrasion prior to painting in order to assure good coating adhesion. Contributing to the failure was the use of an alkyd paint or silicone alkyd applied direct to the galvanized steel. These coatings should not be used on galvanized steel since, in the presence of moisture, they can saponify¹ and loose adhesion. Saponification was identified in the laboratory.

¹ Saponification occurs when the oil in the coating is subjected to an alkaline surface (galvanized steel) and reacts to form a soap. Adhesion is subsequently lost.

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In addition to the above, were a few areas of rust. The rusting that is occurring on the undersides of some of the decking, structural steel, stairway risers, box gutter to glass block joint and the truss work at the Pattison Street Facility and the lamp standards at the Olympia Transit Center is expected and simply a result of aging.

BACKGROUND

The Olympia Transit Center and Pattison Street Facility were painted in 2002 and 2009. The Lacey Transit Center and the Centennial Station were painted in 2009. The Lacey Transit Center was repainted within the past two years.

The technical specifications for the 2002 and 2009 painting work that was conducted at the Pattison Street Facility² and the Olympia Transit Center and the 2009 Lacey Transit Center and the Centennial Station painting were similar in scope. The specifications required that metal surfaces were to be painted in accordance with SSPC-SP 2, Hand Tool Cleaning. Heavy deposits of oil and grease are to be removed in accordance with SSPC-SP1, Solvent Cleaning. Prepared surfaces are to be free of oil, grease, dirt, loose mill scale, loose rust, loose paint, caulk and other foreign materials.

Areas of flaking heavy rust are to be prepared in accordance with SSPC-SP 11, Power Tool Cleaning to Bare Metal or SSPC-SP 10, Near White Blast Cleaning. Should surface be burnished as a result of the surface preparation operations, all such areas should be abraded with sandpaper or in accordance with SSPC-SP 7, Brush-Off Blast Cleaning.

One coat of primer and two coats of finish are to be applied to all metal surfaces at 1.5 to 2.0 mils per coat. For non-galvanized surfaces, the primer is required to be an alkyd primer and the finish coats are required to be a silicone alkyd enamel.

An acrylic primer is to be used on galvanized steel surfaces. Finish coats are to be a silicone alkyd.

CMU surfaces at the Pattison Street Facility and the Lacey Transit Center were to be finished with an acrylic coating.

Wood surfaces at the Centennial Station were to be finished with an acrylic paint.

RESULTS OF THE FIELD INVESTIGATION

² The 2009 specifications for the Pattison Street Facility require that the undersides of the roof decking should be stripped to bare metal.

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The Field Investigation was conducted on March 24, 2015 and consisted of visual assessments, dry film thickness measurements and adhesion tests.

Dry film thickness (DFT) measurements were in general accordance with ASTM³ D 7091, "Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metal". A Positector 6000 F1 Type 2 (ferrous) gage was employed and verification of calibration was periodically performed using coating thickness standards traceable to National Institute of Standards and Technologies (NIST) coating thickness standards. Spot measurements were obtained by taking the average of three gage measurements made within a 12 mm (1/2 in.) diameter circle.

Viewing and measuring the thickness of individual coating layers was performed in the field in general accordance with ASTM D 4138 "Standard Practices for Measurement of Dry Film Thickness of Protective Coating Systems by Destructive, Cross-Sectioning Means" was employed to determine the number and thickness of each coating using a Tooke Gage with 2X cutting tip. Tooke Gage examination entails scribing through the coating system with a beveled cutting tool and then examination of the beveled cut through the eyepiece of the gage. The optics of the gage provides magnification and a calibrated reticle for dry film thickness measurement of each coat. It should be noted that adjacent coating layers of the same or similar color may not be differentiated by Tooke gage examination.

Adhesion tests were conducted in accordance with ASTM D6677, "Standard Test Method for Measuring Adhesion by Knife." ASTM D6677 involves making an X-scribe in the paint film and then lifting the coating with the knife blade at the intersection of the incisions. Adhesion is rated according to the amount and difficulty of coating removal by the knife on an even number scale of 0 to 10, with 10 being best. Selective probing with a knife was also performed in some areas.

Four facilities were visited during the site visit – the Pattison Street Facility which consists of an administrative building, a maintenance facility and two pedestrian bridges, the Olympia Transit Center, the Lacey Transit Center and the Centennial Station. The results of each investigation are discussed separately below. The field data from each of the four facilities (visual observations, dry film thickness measurements and adhesion tests) are included in Tables 1 through 4. Photographs, in addition to the ones included in this section are included in Appendix A, Photo Summary.

³ ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA 19428-2959, United States.

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The Pattison Street Facility

The Pattison Street facility (Photo 1) is comprised of an administration building, a maintenance shop and two pedestrian bridges. The administration building is constructed of siding and concrete panels. There are thin gage box gutters, trim and fascia that runs around the perimeter of the building at the roof line.



Photo 1 shows a general view of the administration building at the Pattison Street Facility (south and west facades).

The maintenance facility is of similar construction and has a number of standard galvanized entry doors and steel roll-up doors (Photo 2).



Photo 2 shows a general view of the south façade of the maintenance facility.



Photo 3 shows a general view of the east bridge.

The bridges (Photo 3) are constructed of vertical steel posts and diagonals, galvanized steel railings and galvanized decking overhead and below the floor. Thin gage fascia is also included in the design.

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Administration Building

Most of the siding and box gutter surfaces have existing blisters and coating delaminations. Separation occurs between a color coat (white, green or gray) and the coat that is applied directly to the substrate. The worst conditions were observed on the canopy that is constructed over the main entrance to the building (Photo 4).



Photo 4 shows some of the delaminations that were found on the entrance canopy surfaces.

With the exception of the white siding on the south side of the building and the underside of the decking at the main entrance, the field applied topcoats (Photo 5) are poorly adhered (ASTM D6677: 0). In some cases, the coating could be removed in large sheets.

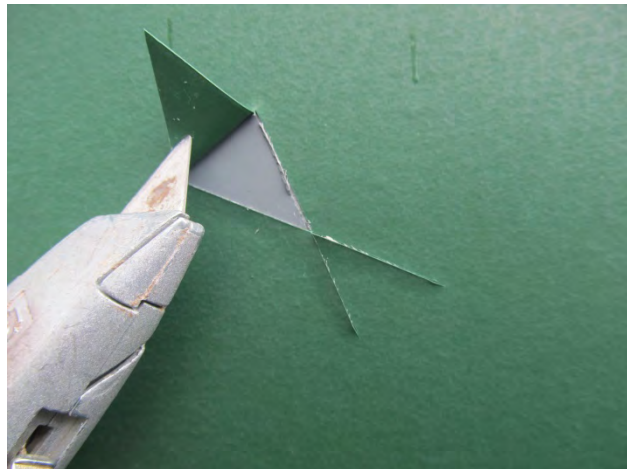


Photo 5 shows the results of an adhesion test conducted on the siding at the east end of the building. Adhesion was poor (ASTM D6677: 0).



The underside of the decking at the main entrance is experiencing the start of edge rusting (Photo 6). Rusting was also observed on the truss work that supports the decking.

Photo 6 shows a view of the underside of the canopy. Note the rusting on the exposed edge.

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The hand rails that are located at the east and west ends of the building are showing mild pinpoint rusting. The coatings are well adhered (Photo 7).



Photo 7 shows the typical condition of the railings at the east end of the administration building.

There is some galvanized and steel fire protection system piping (Photo 8) located around the building that has poorly adhered coatings (galvanized steel) and pinpoint rusting (steel).



Photo 8 (left) shows a coating delamination on galvanized steel piping. The right photo shows a steel pipe with some delaminations. Rust was also present.



Photo 9 shows the condition of the gutter interior surfaces. Note the delamination from the galvanized steel surfaces.

The interior surfaces of the galvanized gutters were coated with an aluminum paint that is in the process of delaminating (Photo 9). The galvanized surfaces, however, are free of rust.

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Maintenance Facility

The coating on the Maintenance Facility siding, box gutters and fascia is in somewhat better condition than at the Administration Building. There are fewer blisters and delaminations and coating adhesion is moderate in most areas. When present, the delaminations are located along the joints of the box gutters and trim. Some mild rust staining is also present (Photo 10).



Photo 10 shows an example of the delaminations that were observed on the Maintenance Facility fascia and gutters

There is also rusting along the joint between the fascia and the glass block windows (Photo 11).



Photo 11 shows an example of the rusting that is occurring along the joint between the fascia and glass block windows.



Photo 12 shows an example of the blisters that were found on the siding.

A few blisters were observed on the green siding at the east end of the structure. Again separation occurs between a color coat and a smooth glossy gray primer (Photo 12).

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The parapet caps and interior flashing have only a few delaminations (Photo 13). However, in non-failed areas the coating is poorly adhered (ASTM D6677: 0).



Photo 13 shows an example of the delaminated coatings on the parapet cap.

The interior of the gutters appears to be coated with an elastomeric coating with the presence of some rust (Photo 14).



Photo 14 shows the condition of the box gutter interiors. Note the cracked thick elastomeric coating and the rust spots.



Photo 15 shows an example of the condition of the coating on the doors.

The coatings applied to the doors appear to be in good condition (Photo 15). There are only a few failures that have resulted from impact damage. Adhesion varies on the entryway doors from poor (ASTM D6677: 0 to excellent (ASTM D6677: 10). The roll-up doors have impact damage as well. However, coating adhesion is excellent (ASTM D6677: 10).

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The storage facility canopy, located on the north side of the building is in similar condition to the administration building. There are significant delaminations on the fascia surrounding the roof and on the posts (Photo 16).



Photo 16 shows the delaminations on the fascia of the storage facility canopy.

East Bridge

The walkway portion of the bridge is generally free of rust except for at the base of the posts (Photo 17). When the coating was removed to examine the substrate, rust and mill scale were found on the surface of the steel.



Photo 17 shows a general view of the bridge surfaces. The inset photo shows an example of the rust that was observed at the base of one of the posts.

A few dealminaitons were observed on the underside of the thin gage fascia (Photo 18).

Photo 18 shows a few delaminations on the underside of the bridge.



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The decking underneath the structure is free of coating delaminations and tightly adhered to the substrate but is experiencing spot rusting (Photo 19).



Photo 19 shows the spot rust that is present on the underside of the decking.

West Bridge and Stairway

As on the other structures at the Pattison Street Facility, blistering and delaminations were observed on the thin gage box trim (Photo 20). Adhesion tests on these surfaces indicated poor coating adhesion.



Photo 20 shows an example of one of the delaminations on the West Bridge fascia.



Photo 21 shows a general view of the bridge located at the western end of the Maintenance Facility.

The post and diagonal coatings are in good condition and are free of rust and delamination. The siding and decking above and below the walkway are also free of coating defects (Photo 21). Coating adhesion is good at these locations.

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The roof support truss work has some minor edge and pinpoint rusting (Photo 22).



Photo 22 shows the rust that is present on the roof support truss work.

The stair risers are also rusted (Photo 23).



Photo 23 shows the rust that has formed on the edge of the steel.



Photo 24 shows an adhesion test conducted on one of the railings. Adhesion is excellent on the railings.

The handrails are in good condition with only minor impact damage (Photo 24). Coating adhesion is excellent (ASTM D6677: 10).

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Olympia Transit Center

The Olympia Transit Center is constructed with a cantilevered canopy with galvanized steel decking on the underside of the roof. The canopy is held up by steel columns and rafters. There are also some steel light standards and a transformer that is coated (Photo 25).



Photo 25 shows a general view of the Olympia Transit Center.

The steel posts and joists are generally free of rust. A few areas of impact damage were observed on the posts. Coating adhesion is moderate (ASTM D6677: 4 to 6). Separation usually occurs between a top white coat and an off white coat. In some cases, delaminations occur within a gray coat (Photo 26).



Photo 27 shows an example of the impact damage that is present on the posts at the transit center.



Photo 26 shows an example of one of the coating delaminations that are present on the roof decking.

The galvanized decking is experiencing delaminations in a few areas. The exposed substrate is smooth and shiny (Photo 27).

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A few small coating delaminations as a result of impacts were observed on each standard. And there is rust in some areas (Photo 28).



Photo 28 shows an example of one of the light standards. The impact damage at the lower portion of the standard is visible as well as the rust on the arm located at the top of the structure.

The transformers are undergoing significant delaminations with greater than 60% of the surface delaminated (Photo 29).



Photo 29 shows an example of the coatings on the transformers.

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Lacey Transit Center



Photo 30 shows a general view of the Lacey Transit Center.

Intercoat delaminations were observed on both the decking and the posts. Separation generally occurs between two coats of white paint and in some cases between the white paint and a gray primer (Photo 31).

The Lacey Transit Center is constructed almost solely of galvanized steel. Painted surfaces include roof support posts and rafters and roof decking (Photo 30).



Photo 31 shows an example of the coating delaminations that were found on the decking at the Lacey Transit Center.

Adhesion tests (Photo 32) conducted on the decking and the structural steel all indicated poor coating adhesion (ASTM D6677: 0).



Photo 32 shows an example of the adhesion tests conducted, in this case, on the structural steel.

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Centennial Station



Photo 33 shows a general view of Centennial Station

The painted wood surfaces are in good condition (Photo 34) with only one small delamination located on the side of the kiosk.

Centennial Station is a wood structure with a number of handrails surrounding it (Photo 33).



Photo 34 shows an example of the condition of the wood surfaces at Centennial Station.

The railings have extensive coating delaminations (Photo 35) and coating adhesion is poor (ASTM D6677:0).



Photo 35 shows the condition of the coatings applied to the handrails at Centennial Station. An adhesion test was also conducted and indicated poor coating adhesion.

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SUMMARY OF THE LABORATORY INVESTIGATION

A complete copy of the laboratory investigations is attached to the report. Laboratory analysis included microscopic cross sectional analysis where the cross section of the coatings were viewed under the microscope in order to obtain the number of coats and the thickness of each coat. In addition, the accessible coats were chemically analyzed using infrared spectroscopy in order to determine the identity of the coating (i.e. acrylic, alkyd, epoxy, etc.).

Table 1 - Summary of Laboratory Analysis provides a summary of the laboratory testing results. A review of those results provides the following findings:

1. The Pattison Street Facility, the Maintenance Facility and the Centennial Station railings are coated with many layers of paint. Anywhere from five to eight coats of paint were detected.
2. The thickness of each layer (generally 1 to 2 mils) is appropriate for alkyd and latex paints.
3. The intercoat delaminations observed on the Pattison Street Facility, the Maintenance Facility, the Olympia Transit Center and Centennial Station railings are occurring between either a styrene acrylic paint and an alkyd or between two coats of alkyd paint. The underlying alkyd is smooth and hard.
4. The coating delaminations that are occurring on the galvanized surfaces at the Pattison Street Facility, the Maintenance Facility, the Olympia Transit Center and the Lacy Transit Center are separating between an alkyd primer and the galvanized steel. The alkyd primer has saponified.

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Table 1 - Summary of Laboratory Analysis

Sample No.	Description	Coating Layer	Average Dry Film Thickness, mils	Characterization
Pattison Street Facility				
WCCC-1	Delamination from Siding, East Facade	top, green bottom, green	1.0 ± 0.1 1.7 ± 0.3	styrene-acrylic styrene-acrylic
WCCC-2	Underlying Coating System	top, dark gray intermediate 3, white intermediate 2, gray intermediate 1, off-white bottom, light gray	1.5 ± 0.2 1.0 ± 0.1 3.6 ± 0.2 2.4 ± 0.2 1.6 ± 0.2	alkyd n/a n/a n/a alkyd
WCCC-3	Delamination from Green Siding, East Facade	top, green intermediate 3, gray intermediate 2, white intermediate 1, gray bottom, light gray	3.0 ± 0.2 2.3 ± 0.3 1.2 ± 0.1 2.5 ± 0.1 0.9 ± 0.1	styrene-acrylic n/a n/a n/a alkyd
WCCC-5	Underlying Coating after Delamination, Entrance Canopy	top, blue bottom, off-white	0.9 ± 0.3 0.9 ± 0.3	alkyd alkyd
Olympia Transit Center				
WCCC-6	Delamination	one, possibly two layers, white	3.2 ± 0.6	styrene-acrylic
WCCC-7	Underlying Coating	top, white bottom, tan	7.4 ± 0.6 3.1 ± 0.5	alkyd saponified alkyd + phenolic
Centennial Station				
WCCC-9	Full System from Railing	top, green intermediate 3, blue intermediate 2, blue intermediate 1, blue bottom, red oxide	2.1 ± 0.3 1.3 ± 0.3 1.4 ± 0.2 1.2 ± 0.3 1.6 ± 0.1	styrene-acrylic alkyd n/a n/a alkyd
Lacey Transit Center				
WCCC-10	Delamination from Decking	top, white intermediate 2, gray intermediate 1, white bottom, off-white	5.1 ± 0.4 1.1 ± 0.3 3.8 ± 0.2 2.6 ± 0.4	styrene-acrylic n/a n/a saponified alkyd + phenolic
Pattison Street Maintenance Facility				
WCCC-12	Door Separated System at Adhesion Test Site	top, green intermediate 3, tan intermediate 2, light gray intermediate 1, tan bottom, gray	1.9 ± 0.2 1.9 ± 0.4 1.2 ± 0.1 1.3 ± 0.3 1.5 ± 0.2	styrene-acrylic n/a n/a n/a alkyd

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DISCUSSION AND RECOMMENDATIONS

Common coating failures that were observed at the four facilities include delaminations between two coats of paint (intercoat), delaminations from galvanized steel and edge, pinpoint and spot rusting. The cause and remedy for these failures are discussed below.

Surfaces with Intercoat Delaminations

While there are some subtle differences in the coating failures from one facility to the next, the most common mode of coating failure found at all locations is intercoat delamination. These failures were observed on (1) the siding, box gutters and fascia at the Administration Building, Maintenance Facility and the two bridges, (2) the steel posts and roof rafters at the Olympia Transit Center, (3) the posts, rafters and roof decking at the Lacey Transit Center and (4) the railings at Centennial Station. Further investigation determined that in most locations on these surfaces, coating adhesion is poor even though failures have not yet occurred.

The blisters that are present on the buildings are associated with this poor adhesion. Rain water gets behind the coating system either at an edge or at a pinhole in the coating. When the sun comes out the water turns to vapor and creates a pressure on the back of the coating. When the coating is poorly adhered it lifts off of the surface forming a blister.

At most failure locations, the exposed coating is smooth and glossy. Laboratory analysis determined that separation is occurring between an underlying alkyd paint and either another coat of alkyd or an acrylic latex paint (the latter being the primary failure). Alkyds are generally glossy and as they age they become very hard. Additional coats of paint will simply not adhere to these smooth, hard and glossy surfaces without some form of scarification. Examination of these surfaces in the field and in the laboratory confirmed that there was no evidence of scarification prior to painting.

A second contributor to the failures is an incompatibility between the silicone alkyd that was used and other coatings. Silicone alkyds can only be over coated with additional silicone alkyds and a few other coatings. The laboratory testing confirmed that acrylic latex paints were applied over the top of the alkyd. Acrylic latex paints will generally not adhere to the silicone alkyds.

Remediation of these coated surfaces should be accomplished by pressure water jetting at a pressure high enough to expeditiously and thoroughly remove the loose coating. Typically, pressures of 5000 to 10,000 psi is required. Testing will have to be performed to verify that the pressures will not damage the thin gage metal. If pressure water jetting cannot be used than hand and power tool cleaning, abrasive blast cleaning or chemical stripping can be attempted.

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Once the loose coating is removed, any areas of rust should be spot prepared in accordance with SSPC-SP 2 and/or SSPC-SP 3 (Hand and Power Tool Cleaning). Edges of the surrounding intact coating should be feathered smooth. The exposed intact coating should be scarified by hand or power sanding. Exposed steel should be spot primed with a surface tolerant epoxy mastic. Since factory applied finishes are sometimes hard to thoroughly scarify, it is recommended that a water based bonding primer be used in order to improve adhesion. The system can then be finished with two coats of acrylic paint. Consideration should be given to using a high performance acrylic. This is a relatively new family of coatings and provides extended color and gloss retention over standard acrylics but are still water based and environmentally friendly.

Galvanized Steel Surfaces with Delaminations

The second major type of failure was delamination of the paint from galvanized steel surfaces (Olympia Transit Center roof decking, Lacey Transit Center roof decking and Pattison Street Facility box gutter interiors). As was the case with the intercoat delaminations, the exposed galvanized surface was also smooth. Galvanizing, unless weathered for several months, requires surface abrasion prior to painting in order to assure good coating adhesion.

Contributing to the failure was the use of an alkyd paint or silicone alkyd applied direct to the galvanized steel. These coatings should not be used on galvanized steel since, in the presence of moisture, they can saponify. Laboratory testing confirmed that alkyds were applied directly to the galvanized steel surfaces and that saponification did occur. Saponification occurs when the oil in the coating turns to soap and loses adhesion as a result of exposure to an alkaline surface (galvanized steel).

Remediation of the decking surfaces⁴ should include pressure water jetting as described above or abrasive blast cleaning to remove the loose coating. If pressure water jetting is chosen the galvanized steel surfaces will need to be abraded either by abrasive blast cleaning or the use of a phosphoric acid based etchant.⁵

Any rust that is present should be treated as described above. The abraded surfaces should then be primed with an epoxy primer and finished with an acrylic finish coat. Again a high performance acrylic can be used in order to improve color and gloss retention.

⁴ Remediation of the box gutter interior surfaces is discussed below.

⁵ In some instances an etchant will not be effective in roughening the surface.

Galvanized steel manufacturers often apply a chromate treatment that prevents the etchant from working properly.

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Rusted Surfaces

The rusting that is occurring on the undersides of some of the decking, structural steel, stairway risers, box gutter to glass block joint and the truss work at the Pattison Street Facility and the lamp standards at the Olympia Transit Center is expected and should be considered a maintenance item. The rust that is present on these surfaces is superficial and has not degraded the substrate. The previously used silicone alkyd system will only provide about seven years of corrosion protection prior to the need for maintenance painting.

The rusted areas should be spot prepared with power tools in accordance with SSPC-SP 3, Power Tool Cleaning. As recommended above, the surrounding coating should be scarified by hand or power sanding and the edges feathered smooth. The exposed steel surfaces should be spot primed with a surface tolerant epoxy mastic. All surfaces should be over coated with two coats of acrylic paint. All edges, welds, fasteners, etc. should be stripe coated prior to the application of each full coat.

All joints, like those found on the stairway risers and between the box gutter and glass block wall should be filled with a polyurethane sealant.

Railings

Most of the railing coatings are in good condition and are tightly adhered to the substrate. However, the railings at the east end of the Administration Building are rusting and the railings at Centennial Station have a significant amount of coating delamination. As described above, the railings should be sanded and scraped to remove all loose coating. Any areas of rust should be power tool cleaned to meet the requirements of SSPC-SP 3 and spot primed with a surface tolerant epoxy. Any remaining tightly adhered coating should be scarified by hand or power sanding and the edges feathered smooth. The exposed steel surfaces should be spot primed with a surface tolerant epoxy mastic. All surfaces should be over coated with an epoxy tie coat and one coat of polyurethane. This coating system will provide better corrosion protection and impact resistance than the currently used silicone alkyd system.

Interiors of Box Gutters

The interior surfaces of the box gutters that are subject to standing water are experiencing a significant coating delamination. Delamination is occurring between the galvanized steel substrate and the coating system. The exposed galvanizing is essentially free of rust. The existing coating should be removed by pressure water jetting or abrasive blast cleaning. If pressure water jetting is used the galvanized surfaces will require abrasion as described above. The prepared surfaces should be coated with an immersion grade epoxy elastomeric urethane coating.