



OLYMPIA, WASHINGTON

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**REQUEST FOR BIDS  
PROJECT 1931**

**PRINTING SIGNS FOR KIOSKS**

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**REQUEST FOR BIDS (RFB) RELEASE DATE:**

November 6, 2019

**QUESTION/CLARIFICATION/EQUALS DEADLINE:**

Date: **No later than** November 14, 2019

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

**BID DUE DATE AND TIME:**

Date: **No later than November 25, 2019**

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

**CONTACT PERSON:**

Jeff Peterson, CPPB

Procurement Coordinator

Direct: (360) 705- 5878

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

**LEGAL ADVERTISEMENT**

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**REQUEST FOR BIDS  
PRINTING SIGNS FOR KIOSKS**

**INTERCITY TRANSIT  
PROJECT 1931**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Bids from qualified firms for printing and delivering pre-designed signs for Kiosks used in Transit operations.

The estimated annual contract value is \$12,000 to \$13,000.

Solicitation documents for this project are available online through or Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>.

Sealed Bids are due no later than November 25, 2019 at 3:00p.m. PT.

Please contact Jeff Peterson, Procurement Coordinator, by phone at (360) 705-5878 or email at [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com) with any questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, and small businesses. All businesses are encouraged to apply.

This project is funded by local funds.

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PUBLISHED IN:     The Olympian  
                          Washington Electronic Business Solutions (WEBS)  
                          Office of Minority and Women's Business Enterprises (OMWBE)

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## SECTION 1 - INTRODUCTION

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### 1.1 PURPOSE

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is the leader, major advocate, and primary source of public transportation in Thurston County. As such, Transit is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and, being a ready resource able to respond to community emergencies.

Transit is conducting this Request for Bids (RFB) in order to establish a Contract for providing printing and delivering signs to be used in kiosks in Transit operations.

Printed items include:

- Signs for on-street, pole mounted narrow kiosks
- Signs for shelter mounted square kiosks, double sided
- Signs for building mounted kiosks
- Full color artwork and variable messages to be printed on each sign. Material for each sign is 0.030 styrene.

Estimated annual value of this contract is \$12,000 to \$13,000.

### 1.2 AWARD

Transit intends to award a firm fixed Contract to the responsive responsible Bidder whose Bid meets all RFB requirements and is determined the most advantageous to Transit.

**Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the goods and/or services specified herein.** Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

### 1.3 CONTRACT TERM

The initial term of the Contract resulting from this RFB will be from January 1, 2020 through December 31, 2022. The Contract may be extended for two (2) additional one (1) year terms. The total Contract term will not exceed four (4) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

## SECTION 2 – GENERAL INFORMATION

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### 2.1 PROCUREMENT COORDINATOR

All questions and communication concerning Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Bidders are to rely only on written statements issued by the Procurement Coordinator.

**Procurement Coordinator:** Jeff Peterson  
**Email Address:** [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)  
**Address:** Intercity Transit  
526 Pattison Street SE  
Olympia, WA 98501

### 2.2 ANTICIPATED 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 procurement schedule on Washington’s Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFB Release	November 6, 2019
Questions and Requests for Clarifications or Approved Equals Due	November 14, 2019
Bid Due Date and Time	November 25, 2019, by 3:00pm
Anticipated Contract Award Date	December 9, 2019

### 2.3 SOLICITATION DOCUMENT AVAILABILITY

All Solicitation documents may be accessed on-line through WEBS. Bidders are responsible to register in WEBS and download all of the Solicitation Documents.

Solicitation documents for this project are available at no charge on-line through WEBS at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the solicitation documents. Please contact WEBS customer service at (360) 902-7400 or [WEBSCustomerService@des.wa.gov](mailto:WEBSCustomerService@des.wa.gov) if you require assistance with the WEBS registration process.

Transit will post Addenda or any schedule changes on WEBS. Bidders 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 Bid that is inconsistent with most the current information and may result in disqualification.

## **2.4 EXAMINATION OF DOCUMENTS**

Bidder must thoroughly examine all Solicitation Documents and any Addenda. Submission of a Bid constitutes acknowledgment that the Bidder has thoroughly examined all Solicitation Documents.

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

## **2.5 QUESTIONS AND CLARIFICATION REQUESTS**

Bidder questions and/or requests for clarification regarding this RFB will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Bidder 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 Bidder questions received by the respective deadlines. Bidders must not rely on any oral statements or conversations with Transit representatives for questions or clarifications regarding this RFB. 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 Bidder intends to comply with the Solicitation Documents as written in their entirety.

## **2.6 APPROVED EQUALS REQUESTS**

Bidder requests for approved equals or deviation from the scope of work and technical specifications are due no later than the date and time identified in the Anticipated Procurement Schedule. All such requests must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject these requests.

Each request must provide adequate technical information to allow Transit to make an informed decision. Transit reserves the right to deny requests which lack sufficient information. Transit will review all timely requests for approved equals or deviations and issue solicitation Addenda as necessary to document approval or denial.

If no requests for approved equals or deviation are received, Transit will conclude that the Bidder intends to fully comply with all scope of work and specifications as written.

**2.7 INCORPORATION OF DOCUMENTS INTO CONTRACT**

A Bid 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 Bidder's Response will be incorporated by reference into the resulting Contract.



## SECTION 3 - SPECIFICATIONS

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### 3.1 GENERAL SPECIFICATIONS APPLICABLE TO ALL ITEMS

- Artwork: Intercity Transit uses Adobe InDesign (Adobe Creative Cloud) and Publisher. Print-ready files will be provided by Transit. Printer will be required to send a PDF proof to Transit for approval prior to proceeding with printing. Each sign has a unique artwork file.
- Use of Artwork: All artwork furnished by, or on behalf of Transit is the exclusive property of Transit. Contractor shall not make any changes to the artwork, nor use the artwork for other projects, without the prior written approval of Transit.
- Delivery: The entire delivery order must be completed and delivered to Transit no later than 10 business days following receipt of approved order. Delivery costs must be included in bid price.
- Press Check: Transit reserves the right to conduct a press check prior to proceeding with the job.
- Colors: Full color ink coverage is required for each sign.

#### 3.1.1 ITEM #1 - On-Street Kiosk Slim Signs

Size: 6.25" by 22"

Estimated Annual Quantity: 216

Single or Double Sided: Single sided.

Stock: 0.030 Styrene

Note: Each sign is a separate artwork file as content is variable.

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#### 3.1.2 ITEM #2 - On-Street Kiosk Square Signs

Size: 23.5" by 23.5"

Estimated Annual Quantity: 259

Single or Double Sided: Double Sided.

Stock: 0.030 Styrene

Note: Each sign is a separate artwork file as content is variable for one side, second side is consistent.

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**3.1.3 ITEM #3 - OTC Kiosk Signs**

Size: 31.58" by 46.58" - Trim to 31" by 46"

Estimated Annual Quantity: 16

Single or Double Sided: Single Sided

Stock: 0.030 Styrene

Note: Each sign is a separate artwork file as content is variable.

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**3.1.4 ITEM #4 - LTC Kiosk Signs**

Size: 29.58" by 41.58" - Trim to 29" by 41"

Estimated Annual Quantity: 8

Single or Double Sided: Single Sided

Stock: 0.030 Styrene

Note: Each sign is a separate artwork file as content is variable.

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**3.1.5 ITEM #5 - Capital Mall Kiosk Signs**

Size: 24.08" by 34.58" - Trim to 23.5" by 34"

Estimated Annual Quantity: 2

Single or Double Sided: Single Sided

Stock: 0.030 Styrene

Note: Each sign is a separate artwork file as content is variable.

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## SECTION 4 - SOLICITATION STANDARDS

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### 4.1 DEFINITIONS

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

<b>Agency</b>	Intercity Transit (Transit).
<b>Amendment or Addendum</b>	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.
<b>Authorized Representative</b>	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.
<b>Bid</b>	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB).
<b>Bidder</b>	A Vendor who submits a Bid in reply to the solicitation.
<b>Business Days</b>	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.
<b>Calendar Days</b>	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.
<b>Contract</b>	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
<b>Contractor</b>	Any person or entity having a contract with Intercity Transit.
<b>Procurement Coordinator</b>	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
<b>RCW</b>	Revised Code of Washington
<b>Responsible</b>	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.
<b>Responsive</b>	A Bid that meets all material terms of the Solicitation document.
<b>Subcontractor</b>	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 Contractor.
<b>Vendor</b>	A provider of materials, supplies, services, and/or equipment.

#### **4.2 COLLUSION**

If Transit determines that collusion has occurred among Bidders, none of the Bids of the participants in the collusion will be considered. Transit's determination shall be final.

#### **4.3 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION**

The Successful Bidder 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.

#### **4.4 INSURANCE**

The Successful Bidder 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 Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Bidders will find a complete description of the specific insurance requirements in the Sample Contract document located within this Solicitation document.

#### **4.5 MINORITY, WOMAN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES**

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

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

#### **4.6 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 Bidder.

#### **4.7 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.

#### **4.8 POLICY COMPLIANCE**

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

#### **4.9 PROJECT PERSONNEL**

Bidder represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Bidder, its employees, agents, representatives, or authorized Subcontractors. Upon Contract award, Contractor will not change assigned project personnel or subcontractors without prior Transit approval.

#### **4.10 BID CLARIFICATION**

Transit will make the sole determination of clarity and completeness in the Bids 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 due date and time, Transit may require individual Bidders 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.

#### **4.11 BID COSTS**

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

#### **4.12 BID DEADLINE POSTPONEMENT**

Transit reserves the right to postpone the Bid due date and time at any time prior to the set due date and time.

#### **4.13 BID OWNERSHIP**

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

#### **4.14 BID REJECTION**

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

- A. Any Bid which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Bid which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Bid from Bidder(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Bid for which a Bidder fails or neglects to complete and submit any qualification information within the time specified by Transit; and
- E. Any Bid submitted by a Bidder 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 Bids, to waive any minor irregularities or informalities (without obligation) 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 Bid, the Bidder waives and releases any claims against Transit arising from rejection of any or all Bids.

#### **4.15 BID WITHDRAWAL OR MODIFICATION**

A modification of a Bid already received will be considered only if the modification is received prior to the Bid due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid.

Notwithstanding the above, a late modification of an otherwise successful Bid that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Bidders may withdraw their Bid by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Bid due date and time. Bids may be withdrawn in person by the Bidder or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Bid before the Bid due date and time.

No Bidder may withdraw a Bid after the Bid due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Proposal due date and time. Transit reserves the right to request that Bidders grant an extension of such effective period.

Transit will not consider a claim of error in a Bid unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Bid opening. Any review by Transit of a Bid 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 Bid errors rests with the Bidder.

#### 4.16 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Bids or the number of Bids 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 Bids is subject to the Washington State 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."

Bidders, who include data in their Bids which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Bidder desires to claim as proprietary in the Proposer Information section of the Bid Submittal Document titles "Proprietary or Confidential Information".

#### 4.17 PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual or prospective Bidder, including sub-contractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFB shall be submitted in writing to the Intercity Transit General Manager prior to the established Bid due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Bid date. The protest shall be submitted within seven (7) 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 (7) 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, 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 Bidder should have been awarded the Contract under the solicitation, but is not, then the protesting Bidder shall be entitled to the reasonable costs incurred in connection with the solicitation, including 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

Attention: General Manager Bid Protest

526 SE Pattison Street

Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, 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 4220.1F (as periodically updated).

#### **4.18 SINGLE BID RECEIVED**

If Transit receives a single responsive, responsible Bid, Transit shall have the right, in its sole discretion, to extend to the Bid acceptance period for an additional forty-five (45) Calendar Days and to conduct a price or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Bid. Transit reserves the right to reject such Bid or any portion thereof.



## SECTION 5 - BID SUBMITTALS

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### 5.1 BID SUBMITTAL REQUIREMENTS

Bidder must properly complete and submit all information requested within this section by the bid due date and time.

The Bid must include all completed sections as listed below:

1. Bidder Acknowledgements
2. Bidder Information
3. Subcontractor Information
4. References
5. Bid Pricing

#### 5.1.1 BIDDER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Bids (RFB), the undersigned, as Bidder, declares to 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 RFB 1931 Kiosk Signs Printing and Delivery 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 Bid nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Bidder on the above work, or suppliers to put in a sham Bid, nor any other person or corporation to refrain from Bidding. I/We have not in any manner sought by collusion to secure advantage over any other Bidders.

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

I/We certify that we are, at the time of submitting this Bid and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the Solicitation Documents.

I/We further agree, if our Bid is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We acknowledge receipt of addenda numbers \_\_\_\_ through \_\_\_\_ and have been taken into account as part of our Bid.

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". If our business is not required to have one of the following items, we have attached a letter explaining why.

I/We certify that we:

- a. Fully understand the manner in which payment is proposed;
- b. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;
- c. Will observe the national, Washington State, and local codes;
- d. Have the insurance coverage required for this Contract; and

The signatory below represents that he/she has the authority to bind the company named below to the Bid 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 Bid. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

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Bidder Signature:

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Date:

---

Print Name and Title

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Location or Place Executed: (City, State)

5.1.2 BIDDER INFORMATION

1. Bidder Profile:

Firm Name \_\_\_\_\_  
DBA Name (if applicable) \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_  
WA State UBI Number \_\_\_\_\_  
DUNS # \_\_\_\_\_

2. Bidder Authorized Representative:

Bidder must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFB process. Bidder'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:

Bidder/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. *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. Bidder 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:**

Bidder must disclose below if the Bidder’s firm and/or any proposed subcontractors 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 Bidder’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, Bidder is instructed to enter “NA” in the box below.*

**5.1.3 SUBCONTRACTOR INFORMAITON**

**Check the applicable box:**

Yes No Bidding firm intends on utilizing subcontractors to fulfill the service requirements outlined in this procurement.

Contractor will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subcontractors. Where Subcontractors are used in the performance of the Contract, Proposer will indicate as required with the Response. Contractor will be held responsible for all work performed or not performed by the subcontractor(s). Subcontractor(s) will be required to bill through the Contractor. 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, Bidder will identify below all subcontractors 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:

**Subcontractor 1**

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

**Subcontractor 2**

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

**5.1.4 REFERENCES**

Bidder must provide a minimum of three (3) references for which the Bidder has provided goods and/or 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 Bidder.

**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.

### 5.1.5 COST PROPOSAL

**Instructions to Bidder:** Complete Table 1 below by entering their pricing information as specified in each table.

PLEASE DO NOT ADD SECTIONS TO THE TABLE.

#### Deliverable Pricing

Item #	Item Description	Price Per Each	Anticipated Order Quantity	Each Price x Anticipated Order Quantity
1	On-Street, Slim Signs	\$	216	\$
2	On-Street, Square Signs	\$	259	\$
3	OTC Kiosk Signs	\$	16	\$
4	LTC Kiosk Signs	\$	8	\$
5	Capital Mall Kiosk Signs	\$	2	\$
6	Set-up fee for each print-ready file	\$	501	\$
7	All other fixed fees associated with the print job, regardless of quantities ordered	\$	1	\$
8	Delivery fee	\$	1	\$
		<b>Evaluated Total</b>		\$

Bid is not to include retail state and local sales tax. Appropriate state and local sales tax at the time of order shall be applied to the invoice. All other business taxes shall be included in unit pricing bid.

Transit has the right to contract based on the total Bid or a portion thereof. Transit has the right to correct obvious mathematical errors. Bidders are warned against making erasures or alterations of any kind, and Bids which contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to a Bid may render the Bid non-responsive.

Prices will be in U.S. dollars. Bidders will extend unit pricing as required. In the event of an error in the extension of prices, the unit price will prevail. All Bid prices will remain firm for a minimum of sixty (60) Calendar Days from the Bid due date.

Bid prices will include everything necessary for the procurement of the Contract, execution and completion of the work, and fulfillment of the Contract. This includes but is not limited to, furnishing of all materials, delivery costs, equipment, tools, labor and services, Bid preparation costs, Contract management costs and administrative costs, except as may be provided otherwise in the solicitation documents

No payments in advance or in anticipation of goods or services to be provided under any resulting Contract will be made. Suppliers will only be compensated for products delivered and accepted by Transit.

## 5.2 SUBMITTAL INSTRUCTIONS

Bidder will submit their complete Bid in the following manner:

**A. Bid:** Bidder must complete and submit all sections of the Bid Submittal Document as their Bid. One (1) hard copy and one (1) electronic copy of the Bidder's complete Bid must be received by Intercity Transit on or before the Bid Due Date and Time set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Bid is to be submitted on 8.5" x 11" white paper in a bound format that allows the pages to lie fully flat when open.
2. *Electronic Copy:* The electronic copy Bid is to be submitted on a USB flash drive or CD-RW/CD-ROM, labeled with the RFB number and Bidder's name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.

**B. Delivery of Bid:** The Bid must be delivered as follows:

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

**BID - DO NOT OPEN**  
**PROJECT 1931 - Printing Signs for Kiosks**  
**Intercity Transit**  
**Attn: Jeff Peterson**  
**526 Pattison Street SE**  
**Olympia, WA 98501**

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

Bids are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Bids or modifications will be accepted or considered. All Bids 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 Bid, the hard copy will prevail.**

## 5.3 LATE BIDS

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

#### **5.4 BID OPENING**

Transit will publicly open Bids at its Administrative Building as specified in the Anticipated Procurement Schedule. Any time following the public Bid opening, Bidders may obtain a list of Bidders. Contact the Procurement Coordinator for requests for all other information related to this Solicitation.

Transit reserves the right to postpone the Bid Due Date and Time at any time prior to the date and time established herein.

#### **5.5 BIDDER RESPONSIVENESS**

Bidder must respond to each question/requirement contained in this RFB. Failure to demonstrate to Transit that your firm meets RFB 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 Bidder's compliance with Solicitation requirements, accept or reject any and all Bids 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 Bid.

### **SECTION 6 – EVALUATION AND AWARD**

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#### **6.1 BID EVALUATION AND AWARD**

Bids will be evaluated by Transit to determine the lowest responsive responsible Bidder and which Bid, if any, should be accepted by Transit. Transit in its sole discretion reserves the right, but without obligation, to waive informalities and irregularities.

1. Responsiveness. Transit will consider all material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the Solicitation Documents.
2. Responsibility. Transit will consider all material submitted by the Bidder, and evidence it may obtain otherwise, to determine whether the Bidder, its key personnel, and proposed Subcontractors have the qualifications and experience to successfully fulfill Contract obligations.
3. Price. The lowest bid price(s) offered for the goods and services listed.

Within sixty (60) Calendar Days after the opening of Bids, Transit will either accept a Bid, reject all Bids, or take such other action as may be in its best interest. Transit reserves the right to request extension of the Bid acceptance period. Bid acceptance will be followed by a written notice of award of Contract.

#### **6.2 EXECUTION OF CONTRACT**

The successful Bidder 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 Contractor.



## SECTION 7 - SAMPLE CONTRACT

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The sample contract noted below does not need to be submitted as part of the bid response.

THIS CONTRACT is made and entered into upon date of final execution by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Contractor", for the purpose of providing printing and delivering pre-designed materials to be placed in kiosks used in Transit operations.

<b>Contractor:</b>	Firm Name
<b>Authorized Rep:</b>	Authorized Rep. Name
<b>Address:</b>	Street Address City, State Zip Code
<b>Phone:</b>	(###) ###-####
<b>Email:</b>	Email Address
<b>Federal TIN:</b>	##-#####
<b>WA State UBI No.:</b>	###-###-###

### 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, Contractor represents that Contractor 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 Contractor agree as follows:

### 2. PURPOSE

The purpose of this Contract is to enter into an agreement for printing and delivering pre-designed kiosk signs used in Transit operations.

### 3. SCOPE OF WORK AND SPECIFICATIONS

A. Contractor 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 Procurement Title Project No. 1931, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contractor's Rate Schedule and Fees, attached as Exhibit A
2. Request for Proposals/Qualifications/Bids (RFB) 1931 Released [DATE], attached as Exhibit B
3. Contractor's response to RFB 1931 dated [DATE], attached as Exhibit C

- B. In the case of any inconsistency between the Contractor's response to RFB 1931 and the Scope of Work and Specifications described herein, the latter shall control.

#### 4. DURATION OF CONTRACT

The initial term of the Contract resulting from this RFB will be from January 1, 2020 through December 31, 2022. The Contract may be extended for two (2) additional one (1) year terms. The total Contract term will not exceed four (4) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

#### 5. COMPENSATION AND METHOD OF PAYMENT

This is a fixed-fee Contract. The contract value is not to exceed \$\_\_\_\_\_ for the initial term. Transit will reimburse the Contractor successful completion of work and a properly submitted invoice.

#### 6. BILLING PROCEDURES

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Contractor except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Contractor will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices are to be submitted electronically to the designated contract manager (FLast@intercitytransit.com). If Contractor 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 Contractor 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.

#### 7. 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 Contractor'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.

Contractor's Project Manager	Transit's Project Manager
First Last Company Street Address City, State Zip Phone: (###) ###-#### Email address: [Enter email address]	First Last Intercity Transit 526 Pattison Street SE Olympia, WA 98501 Phone: (360) 705-#### Email address: flast@intercitytransit.com

## 8. 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 Contractor for acceptance. Contact information for the Contract Administrator is:

Jeff Peterson  
Intercity Transit  
Olympia, WA 98501  
Phone: (360) 705-5878  
Email address: [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)

## 9. 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.

## 10. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent contractor relationship between Contractor 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 Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor 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 required by this Contract, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work, however, the results of the required work 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 in accordance with applicable agreed upon testing procedures between Transit and Contractor.

## **11. NON-EXCLUSIVE PROVIDER**

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

## **12. ASSIGNMENT**

Contractor will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Contractor 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.

## **13. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Contractor or the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable; provided, that nothing herein shall require a Contractor to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor or the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor is legally liable, and (b) Transit, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom Transit may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable. This provision shall be included in any Contract between Contractor and any sub-consultant, subcontractor and vendor, of any tier.

The Contractor shall also defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Contractor or the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the Contract of methods, processes, designs, information or other items furnished or communicated to Transit, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from Transit, or its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to Transit, its agents, officers and employees by the Contractor, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable.

The Contractor's relation to Transit shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by Transit that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or its agents against Transit and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this Contract, Transit shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental Contract, the Contractor shall provide On-Call assistance to Transit during contract administration. By providing such assistance, the Contractor shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The Contractor shall obtain and keep in force during the terms of this Contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **14. INSURANCE**

- A. Insurance Requirements - Contractor 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 Contractor under this Contract. The Contractor 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).
  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.
- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds with respect to the Commercial General Liability Policy only.

- ii. Include a Severability of Interest clause (cross liability) applicable to Commercial General Liability and Business Automobile Liability Policies only.
- iii. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided.
- iv. 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 Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Contractor 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 Contractor 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 Bidder/ Contractor 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, and the expiration date. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The Contractor 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 Contractor 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 Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

## 15. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Contractor for Transit 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; Contractor and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

## 16. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Contractor 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. Contractor 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 Contractor, and Contractor shall pay the tax as required by law.

## 17. 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.

## 18. 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.

## 19. NONDISCRIMINATION

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Contractor 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. Contractor shall ensure that applicants are employed, and that employees are 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. Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.
- C. Nondiscrimination in Services. Contractor 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. Contractor shall take such action as may be required to ensure full 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.

## **20. GRATUITIES AND KICKBACKS**

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

## **21. LIENS, CLAIMS AND ENCUMBRANCES**

Contractor 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.

## **22. MAINTENANCE AND INSPECTION OF RECORDS**

- A. Contractor 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. Contractor shall retain all books, records, documents, drawings and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit, or its designee, shall have full access and right to examine and receive copies of (in their native form) any of said materials throughout said period.
- C. Consultant's/Contractor's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

## **23. 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 Contractor.



## 24. 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 Contractor to fulfill the Contract obligations. Transit shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Contractor 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 Contractor 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 Contractor to fulfill the contract obligations, the Contractor 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 Contractor shall be liable for any additional cost incurred by Transit.
  - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, except that Contractor 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 Contractor and its sureties for said breach or default.

## 25. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the Contractor 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.

## **26. WAIVER**

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

## **27. LEGAL NOTICE**

Legal 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.

## **28. 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.

## **29. BREACHES AND DISPUTE RESOLUTION**

- A. Except as otherwise provided in the Contract, Contractor 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 Contractor. 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 Contractor shall be afforded an opportunity to be heard within thirty (30) calendar days of the decision, and to offer evidence in support of their appeal. Pending final decisions of a dispute hereunder, the Contractor 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 Contractor, nor does it infringe upon the Contractor'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

## **30. 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.

**31. 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.

**32. 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 - Request for Bids No. 1931, released [Date]
- 4. Exhibit B - Contractor’s Rate Schedule and Fees
- 5. Exhibit C - Contractor’s Response to RFB No. 1931 dated [Date]
- 6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**33. 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.

**34. APPROVAL**

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

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

INTERCITY TRANSIT  
526 Pattison Street SE  
Olympia, WA 98501

CONTRACTOR  
Address  
City, State, Zip

By: Ann Freeman-Manzanares      Date  
Its: General Manager

By: Authorized Representative      Date  
Its: Title

**EXHIBIT A  
REQUEST FOR BID DOCUMENT**

[Placeholder]

**EXHIBIT B  
PRICING SCHEDULE**

[Placeholder]

**EXHIBIT C  
RESPONSE TO REQUEST FOR BIDS (RFB) - PROJECT 1931**

[Placeholder]