



OLYMPIA, WASHINGTON

**REQUEST FOR BIDS
PROJECT 2305**

BUS STOP SHELTERS

REQUEST FOR BIDS (RFB) RELEASE DATE:

March 2, 2023

QUESTION/CLARIFICATION DEADLINE:

Date: March 9, 2023

Time: 5:00 p.m. (PT)

BID DUE DATE AND TIME:

Date: March 20, 2023

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

CONTACT PERSON:

Jeff Peterson

Procurement Coordinator

jpeterson@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR BIDS
BUS STOP SHELTERS**

**INTERCITY TRANSIT
PROJECT 2305**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Bids from qualified firms interested in providing bus stop shelters.

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

Submittals are due no later than March 20, 2023, at 3:00p.m. (PT).

Please contact Jeff Peterson Procurement Coordinator, by phone at (360) 705-5878 or email at 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.

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

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION	5
1.1 PURPOSE AND BACKGROUND	5
1.2 PROCUREMENT COORDINATOR	5
1.3 ANTICIPATED PROCUREMENT SCHEDULE	5
1.4 SOLICITATION DOCUMENT AVAILABILITY	5
1.5 EXAMINATION OF DOCUMENTS	5
1.6 QUESTIONS AND CLARIFICATION REQUESTS	6
1.7 SOLICITATION STANDARDS	6
1.8 CONTRACT TERMS	6
1.9 INCORPORATION OF DOCUMENTS INTO CONTRACT	7
SECTION 2 - SCOPE AND SPECIFICATIONS	7
2.1 GENERAL STATEMENT	7
2.2 GENERAL OVERVIEW	7
2.3 PRODUCT	9
2.4 DELIVERY	11
SECTION 3 - SOLICITATION STANDARDS	12
3.1 DEFINITIONS	12
3.2 AMENDMENTS AND ADDENDA	13
3.3 BID CLARIFICATION	13
3.4 BID COSTS	13
3.5 BID DEADLINE POSTPONEMENT	13
3.6 BID OWNERSHIP	13
3.7 BID REJECTION	14
3.8 BID WITHDRAWAL OR MODIFICATION	14
3.9 COLLUSION	15
3.10 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION	15
3.11 INSURANCE	15
3.12 MINORITY, WOMEN, DISADVANTAGED, AND SMALL BUSINESS ENTERPRISES	15
3.13 NO COSTS OR CHARGES	16
3.14 NO OBLIGATION TO CONTRACT	16
3.15 POLICY COMPLIANCE	16
3.16 PROTEST PROCEDURES	16
3.17 SINGLE BID RECEIVED	17
SECTION 4 - BID SUBMITTAL INFORMATION	18
4.1 BID SUBMITTAL REQUIREMENTS	18
4.2 SUBMITTAL INSTRUCTIONS	19
4.3 LATE BIDS	20
4.4 BID OPENING	20
4.5 BIDDER RESPONSIVENESS	21
SECTION 5 - BID SUBMITTAL FORMS	22
5.1 ACKNOWLEDGMENTS	22

5.2 BIDDER INFORMATION.....23
5.3 EVALUATED PRICE STRUCTURE25
5.4 REFERENCES.....26
SECTION 6 - EVALUATION AND AWARD.....27
6.1 BID EVALUATION AND AWARD27
6.2 EXECUTION OF CONTRACT.....27
SECTION 7 - EXHIBITS.....28
7.1 DRAWINGS OF UNITS.....28
SECTION 8 - PURCHASE ORDER TERMS AND CONDITIONS.....29

SECTION 1 – GENERAL INFORMATION

1.1 PURPOSE AND BACKGROUND

Intercity Transit, the public transportation provider in Thurston County hereinafter be referred to as “Transit”, is requesting bids for Project 2305 – Bus Stop Shelters. The work for this procurement shall include the production and delivery of 14 shelters and associated accessories. Transit staff will be responsible for final assembly and installation.

1.2 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 that are in the form of a solicitation amendment posted on the Washington Electronic Business Solutions (WEBS).

Procurement Coordinator: Jeff Peterson
Email Address: jpeterson@intercitytransit.com
Address: 526 Pattison Street SE
Olympia, WA 98501

1.3 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 Bid Due Date and Time on Washington’s Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFB Release	March 2, 2023
Questions and Requests for Clarifications	March 9, 2023
Bid Due Date and Time	March 20, 2023 by 3:00p.m.
Anticipated Award Date	April 5, 2023

1.4 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents are available on-line through [WEBS](#). Bidders 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 or need help accessing the Solicitation Documents.

Transit will post Addenda or pertinent 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.

1.5 EXAMINATION OF DOCUMENTS

Bidder must thoroughly examine all Solicitation Documents, including but not limited to, the RFB, Solicitation Standards, Sample Contract, Bid Submittal Document, any other

material referenced or incorporated herein, 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.

1.6 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 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 and other written 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.

1.7 SOLICITATION STANDARDS

The Solicitation Standards document is provided in Section 3. The Solicitation Standards document contains important information for Bidders 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, Bidders do not need to attach this document with their Bid. It is the Bidder's responsibility to read and fully understand the details of all items contained herein prior to Bid submittal. NOTICE: Transit does not intend to change the terms and conditions and the Bidder should form a bid response based on the terms and conditions as written.

1.8 CONTRACT TERMS

The terms and conditions of the purchase are noted in Section 8. Bidder'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 terms and conditions for Transit's consideration prior to the purchase order being issued, but take notice that Transit does not intend to change the terms and conditions and the Bidder should form a bid response based on the terms and conditions as written. Also, if the Bidder's bid response appears to make its bid

contingent on Transit accepting the Bidder's terms and conditions, the bid response will be disqualified and rejected.

1.9 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 purchase order.

These terms comprise the entire agreement between Transit and the Contractor concerning the work to be performed. It is the intent of the scope and specifications noted herein to describe the work, functionally complete, to be constructed in accordance with the purchase order. Any work, materials or equipment that may be reasonably inferred from these documents as being required to produce the intended result shall be supplied free of charge whether or not specifically called for.

SECTION 2 - SCOPE AND SPECIFICATIONS

2.1 GENERAL STATEMENT

The purpose of this procurement is to purchase fourteen (14) bus shelters and related accessories. The products are to be delivered to Olympia Washington. Final assembly and installation of the shelters will be completed by Intercity Transit staff.

2.2 GENERAL OVERVIEW

2.2.1 Description:

This specification covers design, fabrication and installation specifications of pre-engineered modular shelters. The following configurations are requested:

- (a) "Full Sized" Shelter- Refer to specifications and Style A drawing.
- (b) "Cantilever" Shelter - Refer to specification and Style B drawing.
- (c) Schedule/Map Kiosk - Refer to Specification and photos.

The shelter shall protect against the environmental elements and is intended to serve a passenger waiting for public transit.

Shelters shall be manufactured to meet the specifications listed herein, size and configuration as per drawings provided in Section 7. Shelters must meet the overall dimensions on attached drawings +/- 1/8 inches. The shelter glass must be 24" x 24" x 1/4" (no variance).

Awarded contractor will be responsible for providing certified drawings and calculations for each shelter design bid. The drawings shall indicate that the shelter design meets the most stringent building codes as built. The locations within Washington State which building codes must be met where these shelters are to be placed include the City of Olympia, the City of Tumwater, the City of Lacey, the City of Yelm, and Thurston County. The cost of such services shall be included within the bid proposed as a separate line item.

2.2.2 Manufactures Qualifications

Shelter framework, wall and roof panels, equipment and related hardware shall be furnished by a manufacturer regularly engaged in the manufacturing of such products for a minimum of five years, and shall use premium grade material, construction and finish.

2.2.3 Submittals

The following drawings and documentation is to be furnished by the successful firm prior to shipping the product:

1. Shop drawings shall show wall and roof panels; details of materials, fabrication and assembly; framing profiles; fastener types and locations, flashing and seal details if applicable; dimensions.
2. Construction drawings: Provide instructions and drawings and develop construction procedures to enable field installation or repair of shelter.
3. Manufacturer's literature and data: Provide manufacturer's information for wall and roof panels and all accessories and equipment furnished.

2.2.4 Applicable Publications

The publications listed below form part of this specification:

1. Federal Specifications (Fed. Spec.):
 - a) QQ-A-200/9C(1)....Extruded aluminum members 6063-T5
 - b) HH-I-521B....Insulation board, Thermal, Semi-Rigid Polyurethane.
 - c) TT-S-001657....Sealants, Type 1.
2. American Society for Testing Materials (ASTM):
 - a) C-920-79....Elastomeric Joint Sealants Type S, Class 12, Grande NS.
 - b) C-518....Insulation Board, Semi-Rigid Polyurethane.
 - c) E-84....Standards method of test for surface burning characteristics of building materials.
3. Uniform Federal Accessibility Standards: FED-STD-795, 4/1/88....4.13 Door Accessibility
5. The Aluminum Association (AA): Designation Systems for Aluminum Finishes (March 1973).
6. International Conference of Building Officials, Uniform Building Code (UBC), International Building Code (IBC).
7. Public Law 101-336: Americans with Disabilities Act of 1990 (ADA)

2.3 PRODUCT

2.3.1 Framing:

1. The shelter framework (columns, sills and headers) shall be fabricated using 6063-T5 extruded aluminum seamless members (Fed. Spec. QQ-A-200/9C(1)). All extruded framework will have its ends covered by other framework, shelter feet or roof. No open ends shall be exposed.
2. Extrusion shapes shall be engineered to provide a framework of adequate structural integrity to satisfy the uniform building code (UBC) or International Building Code (IBC), whichever is more stringent, and to meet the requirements for snow, wind and seismic loading for the location being considered. The location these shelters will be placed in is Thurston County, City of Olympia, City of Lacey, City of Tumwater, and the City of Yelm.
3. Framing members shall be 2.5" x 2.5" x 1/8" thick square extruded aluminum seamless tubes. Mullions shall be 1.5" x 2.5" x 1/8" thick extruded aluminum seamless tubes.
4. The framework shall be assembled with stainless steel, aluminum, or cadmium or zinc coated fasteners to prevent rusting or electrolytic interaction with framing members. All fasteners 1/4" or smaller shall be aluminum or stainless steel. Larger than 1/4" shall be zinc or cadmium plated. No hex head or nut and bolt type exposed fasteners shall be used.
5. All structural frame connections shall be concealed. Framing connections shall be by means of extruded aluminum channels 2.25" x 2.25" with 1.75" high legs with tapered edges, with a minimum of 3 stainless rivets. Mullion connections to structural frame shall be with extruded aluminum channels 1.25" x 2.25" with 1.25" high legs a minimum of .125" thick, with a minimum of 2 stainless rivets.
6. Shelter framing components and method of fastening them to the supporting foundations shall be capable of withstanding lateral loads per ANSI A58.1, the UBC, the IBC, or applicable local building codes, whichever is more stringent.
7. Method of mounting shelter to concrete pad shall allow for a minimum of 5" slope adjustment. Anchor bases shall be supplied for each vertical column. Bases shall be one piece aluminum 7 1/2" high +or- 2" with a minimum thickness of 1/4". Base flanges shall have pre-punched holes to accept a 5/8" concrete anchor.

2.3.2 Roof, Window, Wall Panels:

Roof Configuration:

1. Roof configuration shall be barrel vault shape with 6mm bronze corrugated (non-corrugated is optional) polycarbonate structured sheet, 42% light transmission, with integral fascia/gutter, min. 1/8" thick, supporting loads listed herein.
2. Height of roof from bottom of Fascia/Gutter to upper most portion of curve shall be 14 1/2" - 17 1/2", +or- 1/8". Fascia/Gutter shall be a one-piece extruded aluminum member 6" in height with a built-in gutter. Alloy of aluminum shall be 6063-T6.

3. Connections at corners shall be with internal corner angles fastened with 3/16" aluminum pop rivets.
4. Drain holes shall be located at the rear corners to prevent water from running through shelter.
5. There shall be no exposed fasteners on the fascia. Roof shall overhang shelter walls approximately 2" on all sides.
6. The open ends of the corrugated roof panels are to be capped to prevent dirt from getting into the flutes.
7. The roof framing must be able to support a 50-pound solar unit centered under the roof while still meeting snow load requirements.

Window Configuration:

1. All glazing shall be 1/4" clear tempered glass, 24" wide x 24" high (no variance).
2. All panels in shelter shall be the same width and shall have 3 panes of glass from top to bottom.
3. All glazing shall be factory installed in window frames.
4. Completed window frames shall be factory installed in structural frames and mullions.
5. All aluminum frames shall have mitered corners and connected internally with aluminum corner bracket.
6. Window frames shall be fastened to structural frame using 3/16" aluminum rivets.
7. Exposed rivets for window frame shall be bronze.
8. Edge engagement for glazing shall be a minimum of 3/4".
9. The perimeter of each glazed lite will be encased with a continuous strip of PVC dry set "U" spline before insertion into glazing frame.

Wall Configuration:

1. Wall, roof panels, and weather screens shall be sealed as required to provide a water-proof barrier in compliance with Fed. Spec. II-S-001657 using ASTM C-920-79 sealants.

2.3.3 Schedule Kiosk:

The schedule kiosk must fit inside existing shelter framing and have a hinged door. All aluminum frames shall have mitered corners and connected internally. There should be a continuous hinge down one side of the Kiosk and a stainless-steel tamperproof screw on the other which threads into a pre threaded connection on the kiosk or shelter framing.

Kiosk glazing shall be 3/16" clear tempered glass, between 22" and 22 5/8 " square. The perimeter of each glazed lite will be encased with a continuous strip of PVC dry set "U" spline before insertion into glazing frame.

2.3.4 Finish of Shelters and Kiosks

Extruded aluminum framework shall be powder coated using Cardinal Industrial Finishes #C006-GN03, green, or approved equal. A test sample will be

required before production of shelters. All visible fasteners and hardware shall be the same finish as framework. See options for color variations.

2.3.5 Guarantee

Materials and workmanship shall be guaranteed for one year, starting on the day of acceptance.

2.4 DELIVERY

The shelter unit shall be shipped in modular form and packaged as individual shelters when multiple units are shipped, with detailed written and/or video instructions. Shelter roofs may be palletized separate from the individual shelter walls in groups of 4 or 5, but shall allow for one roof to be removed from the packaging at a time with a forklift.

Delivery shall be on a flat-bed trailer to allow forklift access to all the shelters. There is no delivery dock at the receiving location.

Delivery shall be within sixty calendar days upon receipt of Purchase Order, unless otherwise negotiated. Partial deliveries may be acceptable.

The manufacture shall provide assembly instructions or video instructions with complete diagrams. Transit staff will perform final installation.

All components shipped shall be packaged sufficiently to reduce damage during shipping.

Delivery shall be FOB destination, freight pre-paid and included (note bid price sheet).

SECTION 3 - SOLICITATION STANDARDS

Respond to the following requirements in this section.

3.1 DEFINITIONS

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

Transit	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 Bid 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 Transit agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
Contractor	Any person or entity having a contract with Intercity Transit.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific 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
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.
Subcontractor	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.
Vendor	A provider of materials, supplies, services, and/or equipment.

3.2 AMENDMENTS AND ADDENDA

Transit reserves the right to amend this Solicitation at any time before the Bid due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All Addenda 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 Addenda, or between an Addendum and the original Solicitation document, whichever document was issued last in time shall be controlling.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.
- F. Any bid which is contingent on Transit accepting the Bidder's terms and conditions.

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.

3.8 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 Bid 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.

3.9 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.

3.10 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.

3.11 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.

3.12 MINORITY, WOMEN, 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.

3.13 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.

3.14 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.

3.15 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.

3.16 PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual or prospective Bidder 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 Pattison Street SE
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).

3.17 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 4 - BID SUBMITTAL INFORMATION

Respond to the following requirements in this section.

4.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information in the Bid Submittal section. Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to complete and submit all items listed in this section may disqualify the Bidder from further participation in this RFB.

1. Bidder Acknowledgements

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

2. Bidder Information

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

3. Subcontractor Information

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

Transit will accept Bids that include third party involvement only if the Bidder submitting the Bid agrees to take complete responsibility for all actions of such Subcontractors. Bidder must disclose the use of any Subcontractor(s) in their Bid.

If applicable, Bidder will identify all Subcontractors 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 Subcontractors that Bidder proposes. Any Subcontractors not listed in the Bidder's Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

4. References

Bidder must submit a **minimum of three (3)** references for which the Bidder has provided goods and/or services similar to those described herein.

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

5. Bid Pricing

Bidder must complete and submit the Bid Pricing Section and Bidder's Signature. Bidder may attach additional sheets if necessary. 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

Applicable taxes which the Contractor is required to pay, excluding retail sales taxes, must be included in the Bidder's proposed price(s) for the work under the Contract. No adjustments will be made in the amount to be paid by Transit under the Awarded Contract due to any misunderstanding by or lack of knowledge of the Bidder as to liability for, or the amount of, any taxes for which the Bidder is liable or responsible by law or under the Awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

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

4.2 SUBMITTAL INSTRUCTIONS

Intercity Transit receives Proposer bid responses via email/email attachment to BidBox@IntercityTransit.com; other forms of delivery will not be accepted.

BidBox@IntercityTransit.com can accommodate a total **file size of 25 megabytes**. When an email is received, the email account is set to send a courtesy automatic acknowledgement that something was received, however, file sizes above 25 megabytes may be corrupted on our end and there's always the possibility of some technological failure along the way. The automatic acknowledgement is a courtesy and not a guarantee the files were received intact.

Bidders are required to submit the bid response electronically by email/email attachment(s) to the address below. Any other delivery method is nonresponsive.

Send your bid response to: BidBox@IntercityTransit.com.

- Subject line should include the **bid's identification number**, "Bid" and Company name. This number is used by the Procurement team for the system's search and filter features and the failure in using the competition's bid identification number may result in your bid response not being seen and possibly not included in the evaluation; essentially disqualified.

Example email subject line: 2305 Bid Shelter Construct Co.

For purposes of this competition, Transit is accepting a **typed** signature of an individual's name as the symbol of signature as authorized by RCW 1.80.

While a signature (typed signature) within the submittal(s) attached to the email is **preferred and requested**, an individual's printed name (first and last) in the body of the email will serve the same purpose. Using something like "Thank you, The Sales Team" **WILL NOT WORK** as it doesn't identify an individual. As an example: Using something like "Attached please find ACME INC. bid response to your competition, and thank you for the opportunity, John Smith, Manager", **WILL WORK** because it includes an individual's name.

For clarity: Find the SUBMITTAL forms/instructions that were provided on WEBS. If the document or self-authored submittal has or requires a signature and/or other information, complete it. Where it asks/requires a signature, simply **type** in your name (first and last) and any other required information. Then save and return the document as part of you/your firm's bid response as an attachment to an email and send the email to BidBox@IntercityTransit.com.

CAUTION: It is up to the Proposer to decide when to submit the bid response to Intercity Transit. Some things to consider:

- Submitting early may result in a later-in-time solicitation amendment issued by Transit being missed being missed by the Proposer. While not guaranteed, Transit will likely extend the competition's due date if an amendment that meaningfully changes the competition is issued within five (5) business days prior to the day of the competition's due date.
- Submitting late/close to the deadline leaves little time to deal with any noticed technological slow-down, delays, or malfunctions.

While Intercity Transit does its best to make the submittal of a bid response easy, technological failures can occur, and while unfortunate, bids sent by a Proposer but not received or can't be found by the Procurement Coordinator, corrupted files, and/or bids received after the due date and time noted in Section 1.3, as indicated by the timestamp on the email when printed out, or any other failure, for **any reason, no matter the cause, regardless of responsibility or fault, will be rejected.**

4.3 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 displayed on the email printed out.

4.4 BID OPENING

No physical bid opening will occur on premises. The Procurement Coordinator will document all responses received from BidBox which will be available upon request following the Bid Due Date and Time.

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

4.5 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 5 - BID SUBMITTAL FORMS

5.1 ACKNOWLEDGMENTS

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 2305, Bus Stop Shelters, and the resulting agreement, 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.

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

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":

Bidder Signature:

Date:

Print Name and Title

Location or Place Executed: (City, State)

5.2 BIDDER INFORMATION

1. Bidder Profile:

Bidder 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. 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. 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 #: _____

4. 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 Transit. If not applicable, Bidder is instructed to enter "NA" in the box below.

5. Subcontractor Information

Check the applicable box:

Yes No Bidding firm intends on utilizing subcontractors to fulfill the service requirements outlined in RFB 2305 Bus Stop Shelters.

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

Subcontractor 3

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

Subcontractor 4

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

5.3 EVALUATED PRICE STRUCTURE

Bidders shall offer the following bid schedule for evaluation purposes only. Low bid is determined by the Total Evaluated Price. Award will be based on the bid schedule. Failure to submit the bid schedule shall render the bid non-responsive. Actual orders will be placed in accordance with the Order Placement Price Structure, noted below in Section B.

Item	Bid Item Description	Sample Quantity	Price Each Shelter	Total Cost
1	Full size shelter, noted as "Style A" within drawings as specified.	3	\$	\$
2	Cantilever shelter, noted as "Style B" within drawings as specified.	11	\$	\$
3	Kiosk as specified.	14	\$	\$
Sub Total:				\$
Freight Charge* for fourteen units utilizing a flatbed trailer.				\$
One Time Fee For Structural Certified Drawings and Calculations For Each Shelter Type, if applicable. (Section 2.2.3)				\$ each
Total Evaluated Price**:				\$
Estimated delivery schedule from date of order:				days

*Freight charge is to be based upon actual freight costs at time of bid submittal and delivery on a flat-bed trailer. Transit recognizes freight charges may be slightly different due to fuel or other economic factors. Transit reserves the right to negotiate freight charges.

**Total evaluated price shall include everything necessary for the development and completion of the work and fulfillment of the Contract. Price shall not include Washington State Sales tax, this tax is to be a pass-through cost at the time of order.

5.4 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 Transit, Etc.

SECTION 6 - EVALUATION AND AWARD

6.1 BID EVALUATION AND AWARD

Bids will be evaluated by Transit to determine the lowest responsive responsible Bidder, and whose delivery timeline is acceptable to intercity transit, 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.

6.2 EXECUTION OF CONTRACT

The successful Bidder will be issued a purchase order to proceed. Transit does not intend to change the terms and conditions of the Purchase order and the Bidder should form a bid response based on the terms and conditions as written.

SECTION 7 - EXHIBITS

7.1 DRAWINGS OF UNITS



Shelter Drawings



Kiosk Photo

SECTION 8 – PURCHASE ORDER TERMS AND CONDITIONS

8.1 CHANGES: No alteration to any of the terms, conditions, delivery, price, quality, quantities, or specifications of the Purchase Order (PO) will be effective without written consent of Intercity Transit (Transit).

8.2 DELIVERY: Delivery must be made during Transit’s normal work hours of 8:00a.m. – 5:00p.m. Monday through Friday unless otherwise specified. Vendor will confirm delivery dates and times with the designated Transit point of contact and instruct carrier(s) to deliver accordingly. When applicable, Vendor shall take all necessary actions to safeguard items during inclement weather.

8.3 INSPECTION AND REJECTION: Transit’s inspection of all materials, supplies and equipment (goods) and/or services upon delivery is for the purpose of forming a judgment as to whether such delivered goods/services were what was ordered and were properly delivered. Such inspection shall not be construed as final acceptance of the goods/services, if the goods/services does not conform to requirements of this PO. If there are any apparent defects in the goods/services at the time of delivery, Transit will promptly notify Vendor. Without limiting any other rights, the Transit may require Vendor to: (1) repair or replace, at Vendor’s expense, any or all of the damaged goods/services; (2) refund the price of any or all of the damaged goods/services; or (3) accept the return of any or all of the damaged goods.

8.4 SHIPPING AND RISK OF LOSS: Vendor shall ship all products purchased pursuant to this PO freight prepaid, FOB destination freight prepaid to the shipping address as stated herein. The method of shipment shall be consistent with the nature of the products and hazards of transportation. Vendor agrees to bear all risks of loss, damage, or destruction of the products ordered hereunder that occurs prior to acceptance, except loss or damage attributable to Transit’s fault or negligence; and such loss, damage, or destruction shall not release Vendor from any obligation hereunder. After acceptance the risk of loss or damage shall be borne by Transit, except loss or damage attributable to Vendor’s fault or negligence.

8.5 IDENTIFICATION: The Transit PO number must be reflected on all invoices, packing lists, packages, shipping notices, and other documents related to this order to ensure proper payment. Packing lists and/or invoice copies must accompany delivered goods and must show quantities shipped, quantities backordered, and all unit pricing.

8.6 MSDS: Material Safety Data Sheets will be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.

8.7 PAYMENT TERMS: Unless otherwise negotiated, the terms of payment shall be net thirty (30) days from receipt of a proper invoice. Invoices will be processed for payment only after goods or services are received and accepted. Each invoice must: include the PO number, identify all applicable prompt payment and/or volume discount(s), and describe and

document, to Transit's satisfaction, a description of the goods provided and/or work performed.

8.8 TAXES: Transit agrees to pay all Washington State sales or use tax unless otherwise indicated or otherwise agreed between the parties. Transit will not pay Federal Excise Tax.

8.9 INSURANCE: Vendor 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 Vendor or its agents, while performing work under this PO. Vendor may be required to provide Transit with proof of insurance upon request.

8.10 GIFTS AND GRATUITIES: Transit employees and Board members may not receive, accept, take or seek gifts from Vendors. No person may directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic or personal value in conjunction with Transit purchasing business practices.

8.11 LIENS, CLAIMS AND ENCUMBRANCES: Vendor warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

8.12 HOLD HARMLESS: Vendor shall indemnify, defend, save harmless, and hold harmless Transit, its divisions, officers, employees and agents, from all claims, suits or actions of any nature arising out of or related to (a) the actions or activities of Vendor, its officers, subcontractors, agents or employees under this PO; (b) use of the goods or services provided; and (c) the infringement of a third-party's patent, trademark, copyright, or other intellectual property right.

8.13 COMPLIANCE WITH APPLICABLE LAWS: Vendor shall comply with all applicable federal, state, and local laws and regulations.

8.14 GOVERNING LAW/VENUE: This PO shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue for any action shall lie in Thurston County.

8.15 SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

8.16 TERMINATION: (a) The parties may terminate this PO by mutual agreement; (b) Transit may terminate this PO at any time with written notices to Vendor. Upon receipt of the written notices, Vendor shall stop performance and Transit shall pay Vendor for goods/services delivered and accepted; (c) Transit may terminate this PO at any time if it fails to receive funding or other expenditure authority; and (d) if Vendor breaches any PO provision or is declared insolvent, Transit may terminate this PO for cause with written notice

to Vendor. Vendor shall be liable for all incidental and consequential damages resulting from its breach, including, but not limited to, all damage as provided in the UCC codified in RCW62A.

8.17 WARRANTIES: Vendor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Vendor hereby conveys and transfers all warranties that may apply to the goods from others, to Transit.