



OLYMPIA, WASHINGTON

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**REQUEST FOR BIDS  
PROJECT 1702**

**TIRE CAROUSEL**

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

May 4, 2017

**QUESTION/CLARIFICATION/EQUALS DEADLINE:**

Date: May 11, 2017 **no later than**

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

**BID DUE DATE AND TIME:**

Date: May 22, 2017 **no later than**

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

**CONTACT PERSON:**

Jeff Peterson

Procurement Coordinator

(360) 705- 5878

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

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**LEGAL ADVERTISEMENT**

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**REQUEST FOR BIDS  
TIRE CAROUSEL**

**INTERCITY TRANSIT  
PROJECT 1702**

Intercity Transit, the public transportation provider in Thurston County, Washington, is requesting Bids from qualified firms interested in providing a tire carousel for storage of coach and automobile tires. Bid is to include installation at the Intercity Transit maintenance facility in Olympia, Washington.

Solicitation documents for this project are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Installation performed will be subject to Washington State prevailing wage rates.

Sealed Bids are due no later than May 22, 2017, 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.

PUBLISHED IN:      The Olympian  
                            Washington's Electronic Business Solution (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 conducting this Request for Bids (RFB) in order to purchase a tire carousel for storage of coach and automotive tires. The Awarded Contractor will provide and install the tire carousel as specified herein at Transit's Maintenance Facility in Olympia, Washington.

### **1.2 BACKGROUND**

Transit 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. In order to better serve the community and fulfill its mission, Transit has determined a need for the equipment sought.

### **1.3 PROJECT OVERVIEW**

The Awarded Contractor will provide one tire carousel, including installation, as described herein.

#### **A. ANTICIPATED PROJECT SCHEDULE**

Transit expects to award the Contract resulting from this RFB in approximately June, 2017. Transit anticipates the work as described herein should begin approximately ten (10) weeks following award to allow delivery of the equipment. Completion of installation is anticipated to last no longer than five (5) business days from date of delivery.

#### **B. DELIVERABLES**

All deliverables provided by the Awarded Contractor as a result of this solicitation are subject to Transit's approval and acceptance.

#### **C. LICENSES, PERMITS, AND REGULATIONS**

Contractor must be licensed to do business by both Washington State and the City of Olympia. It is the Contractor's responsibility to obtain, or retain in good standing, all required trade and business licenses and documentation. In order to perform work on site, the Contractor must comply with the requirements of the permit application process and any other requirements as set forth by the City of Olympia. Contractor will be required to obtain all appropriate building permits prior to work commencing. Contractor will be responsible for complying with any construction related permit conditions and coordinating all required inspections.

#### **D. CHANGES MADE DURING WORK**

Changes made during the job must be submitted in writing to Transit and must be approved by Transit's representative prior to the Contractor implementing any changes. The request must state: (1) a detailed description of the change; (2) detailed information describing any additional costs (or credits) involved; and (3) detailed information describing the effect of the changes on the project schedule, if any.

#### **E. GUARANTEE OF WORK**

The Awarded Contractor warrants and guarantees to Transit that all work for this project shall be in accordance with the Contract and Solicitation Documents and will not be defective. Transit will give notice of all defects to the Contractor for correction. The Awarded Contractor shall remedy any defects in the work performed in execution of the Contract. The Awarded Contractor shall guarantee against failure due to defective materials or workmanship for a period of one (1) year from the date of final acceptance of the work completed for this project unless a longer warranty period is specified by the manufacture.

#### **F. GENERAL REQUIREMENTS**

The work for this project will occur at Transit's fully functioning Maintenance Facility. The Awarded Contractor will coordinate all site visits, access, and work areas required for construction related activities and use with Transit's Project Manager to ensure minimal impact on Transit's routine daily operations.

The Awarded Contractor will work in conjunction with Transit's Project Manager and any other identified Transit personnel to ensure the services are provided in accordance with industry standards and best practices.

### **1.4 AWARD**

Transit intends to award a single firm fixed price 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 solicitation requirements to meet the operational and strategic objectives of the agency.

### **1.5 CONTRACT TERM**

Contract will commence upon final signature of the contract and conclude upon written acceptance and final payment for equipment received. This period of time is not anticipated to be more than three months following contract execution.

## 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 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	May 4, 2017
Questions and Requests for Clarifications or Approved Equals Due	May 11, 2017, by 5:00p.m.
Bid Due Date and Time	May 22, 2017, by 3:00p.m.
Anticipated Contract Award Date	June 7, 2017

### 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, 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.

## **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 WAGES AND LABOR PROVISIONS**

The installation aspect of the contract resulting from this Solicitation is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.

The Awarded Contractor, each Subcontractor, and any other person doing any work under the Contract resulting from this Solicitation must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed.

The Contractor must comply with State determinations. The cost of such compliance shall be deemed included in the Contract Price. No claim for additional compensation due to lack of knowledge, misinterpretation of requirements, or failure to include adequate wage increases in Bid pricing will be allowed.

The Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, the Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

**Washington State Prevailing Wage Rates and the Benefit Code are available at:**

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

**Supplemental to State Wage Rates are available at:**

<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

Bidders may also obtain a copy of the current Prevailing Wage Rate Publication by written request to the Procurement Coordinator, or may review the Publication located at the Intercity Transit Procurement Office.

## **2.8 CONTRACT TERMS**

A Sample Contract has been included in Section 7. Intercity Transit expects the final Contract signed by the successful Bidder to be substantially the same as the Sample Contract. 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 Contract terms and conditions during negotiation of the final Contract.

## **2.9 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 Contract.

## SECTION 3 – SCOPE AND TECHNICAL SPECIFICATIONS

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### 3.1 SCOPE OF WORK

Successful vendor will supply and install one tire carousel, motorized tire storage unit, designed for high density storage and retrieval of tires. The unit will also be used to transition tires between ground level and a mezzanine.

### 3.2 TECHNICAL SPECIFICATIONS AND REQUIREMENTS

The tire carousel shall conform to the following minimum specifications and requirements:

- a) Accommodate storage for at least 90 tires (based on 11" width of tire).
- b) Accommodate tires up to a maximum of 44" in diameter.
- c) Full operational controls to operate the machine at ground level and at the top of the mezzanine.
- d) Deliver tires at ground level and at the top of the mezzanine at an appropriate ergonomic height.
- e) Incorporate a tire loading ramp for ease of use loading and unloading tires at ground level and at the top of the mezzanine, so that a user does not have to lift a tire.
- f) Incorporate a full rack enclosure to eliminate potential of a tire falling from the rack for safety.
- g) Be semi or fully automated system capable.
- h) Vendor is to include appropriate training to Transit staff for safe operation upon completion of installation by the vendor.
- i) Include all appropriate mounting supplies to secure to a concrete floor base and concrete floor mezzanine.
- j) Ensure all installation techniques meet the City of Olympia building code requirements, including seismic requirements. City of Olympia building codes can be found at: <http://olympiawa.gov/city-services/building-permits-and-inspections/commercial-codes.aspx>
- k) Vendor will be responsible to obtain all appropriate building permits. Costs of such permits shall be included in the bid.
- l) Vendor will be responsible for installation, including but not limited to:
  - a. Obtaining necessary equipment to move and position the tire carousel into position.
  - b. Securing the tire carousel to the concrete floor.
  - c. Connect electrical components to Transit supplied power.
  - d. Ensuring all equipment is functioning as intended.
- m) Transit will be responsible for running power to the appropriate location prior to installation. Transit will have 208 Volt, 3 Phase, 15 AMP power available at the site.
- n) Vendor is to provide detailed drawings upon request for an electrician to be able to interpret so the power can be routed correctly.

- o) Transit will be responsible for removing the rail on the mezzanine prior to installation.
- p) Vendor is to note the photo of the space in Exhibit A. Note that the electrical runs and HVAC duct work will be removed prior to installation. All items with blue tape "X" will be removed by Transit.
- q) The storage unit dimensions, including access points for repairs and preventative maintenance, are to fit the following footprint. Note the photo in Exhibit A for reference.
  - a. 188 11/16" from ladder to wall
  - b. 183" from ladder to electric wire tray
  - c. 156 9/16" from floor to mezzanine floor height
  - d. 263" from floor to lights hanging from roof trusses.

### 3.3 DELIVERY

Delivery is to be Freight On Board (FOB) destination, freight pre-paid. All risk of shipping is with the vendor.

The vendor shall deliver the tire carousel unit and any accessories that accompany the unit individually so that a forklift can unload them. **There is no platform loading docking at the Transit facility.**

Products are to be packaged in a manner that minimizes the risk of damage while unloading the products.

Delivery to occur between 8:00 a.m. and 4:00 p.m., Monday through Friday (except Transit recognized holidays) at Transit's Maintenance Facility located at 526 Pattison Street SE, Olympia, WA 98501.

## 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>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 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 or Proposal that meets all material terms of the Solicitation document.
<b>Response</b>	A Bid or Proposal
<b>Solicitation</b>	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.

<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 AMENDMENTS AND ADDENDA

Transit reserves the right to amend this Solicitation at any time before the Proposal 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.

#### 4.3 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.

#### 4.4 SUSTAINABILITY COMMITMENT

Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Our Environmental and Sustainability Policy directs all employees including those working our behalf of Transit to be in compliance with all environmental laws and regulations, policy communication, pollution prevention, incorporation of sustainability practices in all operations, and maintaining an ISO14001 Certified Environmental and Sustainability Management System ([ESMS](#)).

Transit is committed to implementing core processes which set the basis for environmental, social, and economic sustainability. Transit administers these practices on an ongoing basis with a commitment to continual improvement. Should the resulting contract impact Transit’s sustainability commitments, Bidders/Proposers may be required to provide relevant information about the goods or services being procured. Bidders/Proposers may also be required to validate their ability to comply with Transit’s environmental management and sustainability practices.

#### 4.5 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.

#### **4.6 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 in Appendix C of the Solicitation document.

#### **4.7 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.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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.

#### **4.14 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.

#### **4.15 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.

#### **4.16 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.



#### 4.17 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 give consideration to 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.

#### 4.18 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".

#### 4.19 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with 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: Development Director 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).

#### **4.20 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.

#### **4.21 WORK PROGRESS AND COMPLETION**

Progress and completion of the work must comply with all stated requirements. The submission of a Bid shall constitute the Bidder's acknowledgment that such progress and completion requirements are taken into account in formulating Bidder's pricing.

#### **4.22 WORK SITE INSPECTION**

Bidder must understand and inspect the work location(s). By signing its Bid, Bidder is accepting the work conditions. The Awarded Contractor will be responsible to complete all required work in accordance with the Solicitation and Contract Documents. If during the course of or as a result of the inspection and examination, a Bidder finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the Bidder relating to the work, the Bidder will promptly notify Transit in writing and request additional information and explanation before submitting a Bid.

## SECTION 5 – BID SUBMITTALS

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Respond to the following requirements in this section.

### 5.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information (1-6) using in the Bid Submittal Document of Section 6. 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's Authorized Representative, Bidder Qualifications, and Certified DBE and SBE Status 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.

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors.

Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria outlined above and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in all Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Solicitation Documents. The Contractor shall be fully responsible to Transit for the acts and

omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

#### 4. **References**

Bidder must submit a **minimum of three (3)** references for which the Bidder has provided 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

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Bidder's proposed price(s) for the work under the Awarded 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.

### 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, located in Section 6 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 1702 - TIRE CAROUSEL**  
**Intercity Transit**  
**Attn: Jeff Peterson**  
**526 Pattison Street SE**  
**Olympia, WA 98501**

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Bid due date and time.

**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 electronic 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 specified in Section 2.2.

### 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, including product literature, 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 BIDDER QUALIFICATIONS

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

- a. A valid Washington State Business License.
- b. Qualified, experienced, staff to install the equipment sought.
- c. Proper equipment to place the tire carousel in the required position.
- d. Have a certificate of registration in compliance with Chapter 18.27 RCW at the time of Bid submittal;
- e. Have a current Washington State unified business identifier (UBI) number;
- f. If applicable, have industrial insurance coverage for its employees working in Washington State as required in Title 51 RCW;
- g. If applicable, have an employment security department number as required in Title 50 RCW;
- h. If applicable, have a Washington State excise tax registration number as required in Title 82 RCW; and
- i. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria outlined above and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Solicitation

Documents. The Contractor shall be fully responsible to Transit for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

**6.3 EXECUTION OF CONTRACT AND NOTICE TO PROCEED**

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 Awarded Contractor.

Transit reserves the right to issue a Notice to Proceed at any time up to sixty (60) days following execution of the Contract by Transit. Work under the Contract will begin within ten (10) Calendar Days following the Notice to Proceed date.



## SECTION 7 – SUBMITTAL DOCUMENTS

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### 7.1 SUBMITTAL INSTRUCTIONS

Bidder must properly complete and submit all sections of this RFB Submittal Document as their Bid by the Bid Due Date and Time.

The Bid must include all completed sections of this Bid Submittal Document as listed below:

1. Bidder Information
2. References
3. Subcontractor Information (if applicable)
4. Product Information
5. Bid Pricing
6. Bidder Acknowledgements

### 7.2 BIDDER INFORMATION

#### A. 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 # \_\_\_\_\_

#### B. 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 \_\_\_\_\_

**C. Bidder Company Information:**

WA State Contractor Registration No.	
WA State Employment Security Dept. No.	
WA State Excise Tax Registration No.	
WA State Worker's Comp Account No. <i>(If you do not have an account, please explain why)</i>	
WA State L&I Debarred Contractor Is your firm disqualified from bidding on Public Works contracts in WA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "yes", your firm is not qualified to bid on this project)</i>

**D. Proprietary or Confidential Information**

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

**E. 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 #: \_\_\_\_\_

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.

**F. 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.

**7.3 REFERENCES**

Bidder must provide 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: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Reference  
Project Description: \_\_\_\_\_

**Reference 2**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Reference  
Project Description: \_\_\_\_\_

**Reference 3**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Reference  
Project Description: \_\_\_\_\_

**7.4 SUBCONTRACTOR INFORMATION**

**Check the applicable box:**

- Yes            Bidding firm intends on utilizing subcontractors to fulfill the service requirements outlined in RFB 1702, Tire Carousel
- No

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, Bidder 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

**7.5 PRODUCT INFORMATION**

Bidders are to submit product literature, a cut sheet/specification document, for the equipment being offered. The information is to include dimensions, capacity, electrical connections, and other pertinent information that will verify the equipment bid meets the specifications and requirements noted herein.

**7.6 BID PRICING**

Bidders are encouraged to submit Bids which are consistent with efforts to conserve state and federal resources.

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

Expenses related to day-to-day performance under the contract, including but not limited to, travel, lodging, meals, materials, and incidentals will not be reimbursed to the Bidder. Bidder's response to the Cost Proposal must include these costs.

PLEASE DO NOT ADD ANY FURTHER SECTIONS TO THE TABLE.

**Table 1: Deliverable Pricing**

<b>Tire Carousel</b>		
Description	Quantity	Price Bid
Tire Carousel as specified herein. Manufacture Bid: _____ Model: _____ Exceptions to Specifications (if applicable): _____	1	\$
Delivery Cost:		\$
All-inclusive installation cost, including appropriate permits:		\$
Sub Total:		\$
Sales Tax:		\$ <input type="text"/> 8.8 %
<b>TOTAL BID PRICE:</b>		\$
Delivery from Date of Order:		Days

In accordance with the provisions of these Solicitation Documents, Bids will be evaluated to determine the lowest Total Bid offered by a responsive, responsible Bidder. A Contract will be awarded, if at all, based on the lowest Total Bid Price proposed by a responsive, responsible Bidder.

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

## 7.7 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 1702, Tire Carousel, 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 Bid "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. Had the opportunity to visit work site and all existing conditions prior to bid submittal;**
- b. Fully understand the manner in which payment is proposed;**
- c. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;**
- d. Will observe the national, Washington State, and local codes;**
- e. Have a valid Washington State Contractor's license and a current registration with the Washington State Department of Labor & Industries;**
- f. Have the insurance coverage required for this Contract; and**
- g. Are current in payment of industrial insurance premiums.**

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.

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Bidder Signature

---

Company Name

---

Title

---

Date

---

## EXHIBIT A - PHOTO OF LOCATION

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Note that the HVAC pipe on the left in the photo has already been removed. All items with blue "X" will be removed by Transit prior to installation. Upper rail will also be removed by Transit prior to installation.





## SECTION 8 - SAMPLE CONTRACT

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**Sample Contract Document:** Transit expects the final Contract signed by the successful Bidder to be substantially the same as this Contract. This document does not need to be submitted, however Bidders are instructed to be familiar with it.

THIS CONTRACT is made and entered into upon date of fully executed agreement 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 and installing a tire carousel.

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

### 1. RECITALS

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

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

WHEREAS, 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

To deliver and install a tire carousel to Intercity Transit.

### 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 Tire Carousel Project No. 1702, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract 1702 Statement of Work, attached as Exhibit A
2. Contractor's Rate Schedule and Fees, attached as Exhibit B
3. Request for Bids (RFB) 1702, Released [DATE], attached as Exhibit C
4. Contractor's Response to RFB 1702 dated [DATE], attached as Exhibit D

B. In the case of any inconsistency between the Contractor's response to RFB 1702 and the Scope of Work and Specifications described herein, the latter shall control.

**4. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

Transit anticipates that the work as described above should begin in approximately ten (10) weeks following award to allow delivery of the equipment. Completion of installation is anticipated to last no longer than five (5) business days from delivery of equipment.

**5. COMPENSATION AND METHOD OF PAYMENT**

A. This is a fixed-fee Contract. Transit will reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract in a maximum amount not to exceed \$ \_\_\_\_\_, as described in Exhibit X.

B. If Contractor fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Contractor until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to, and not in lieu of, Transit's right to terminate this Contract.

**6. PROGRESS PAYMENTS**

Contractor may request progress payments based upon the amount of work completed as required by the Scope of Work. Each request for a progress payment will include:

- A. The period of time covered by the request for payment.
- B. A list of the tasks completed during the period of time.

If Contractor fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Contractor until Transit is satisfied that corrective action, as specified by Transit, has been completed.

**7. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by Transit to the Contractor when the work has been completed and written acceptance by Transit. Release of retainage shall not occur until Transit has received a certified copy of Affidavit of Wages Paid for the Contractor and each Subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases including a certificate from the Washington State Department of Revenue showing that all Contract related taxes have been paid, and after any other requirements are met.

**8. 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 should be submitted electronically to [jpeter@intercitytransit.com](mailto:jpeter@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.

**9. WAGES AND LABOR PROVISIONS**

- A. This Contract is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.
- B. Contractor, each Subcontractor, and any other person doing any work under this Contract must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed.
- C. Contractor must comply with State and Federal determinations. In the event of a discrepancy between Federal and State rates and requirements, Contractor will comply with the higher rates and more stringent requirements. The cost of such compliance shall be deemed included in the Contract Price.
- D. Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

**10. RETAINAGE**

In accordance with RCW 60.28.011, Transit will retain five (5) percent of the total Contract amount. Retained amounts will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases, and after any other requirements are met.

**11. CONTRACTOR COMMITMENTS**

Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor.

**12. 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.

<b>Contractor's Project Manager</b>	<b>Transit's Project Manager</b>
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

### 13. 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  
526 Pattison Street SE  
Olympia, WA 98501  
Phone: (360) 705-5878  
Email address: [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)

### 14. 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.

### 15. 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.

## **16. NON-EXCLUSIVE PROVIDER**

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

## **17. 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.

## **18. 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 Consultant's/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 Consultant's/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.

## 19. 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), blanket contractual liability and broad form property damage.
2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.

- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance and copies of policies, 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.
  - ii. Be on a primary basis and not contributory with any other insurance coverages and/or self-insurance carried by Transit.
  - iii. Include a Waiver of Subrogation clause.
  - iv. Include a Severability of Interest clause (cross liability).
  - v. Not be non-renewed, cancelled, or materially changed or altered unless thirty days prior written notice is provided to Transit.
  - vi. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the 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, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least thirty days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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 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 any of said materials at all reasonable times during said period.

- C. 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.

## 28. 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.

## 29. 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.

### **30. 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.

### **31. 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.

### **32. NOTICE**

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

### **33. 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.

### **34. DISADVANTAGED BUSINESS ENTERPRISES**

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .4%. A separate contract goal has not been established for this procurement.
- B. The Contractor sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include, but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from Transit. In addition is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- D. The Contractor must promptly notify Transit, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and

must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

### **35. 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.

### **36. 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.

### **37. ORDER OF PRECEDENCE**

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

1. Applicable federal and state of Washington statutes and regulations;
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit A - Statement of Work
4. Exhibit B - Contractor's Rate Schedule and Fees
5. Exhibit C - Request for Bids No. 1702, released [Date]
6. Exhibit D - Contractor's Response to RFB No. 1702 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**38. 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.

**39. 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  
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B  
PRICE AGREEMENT**

[Placeholder]

**EXHIBIT C  
INTERCITY TRANSIT'S REQUEST FOR BIDS (RFB) - PROJECT 1702**

[Placeholder]

**EXHIBIT D  
CONTRACTOR'S RESPONSE TO REQUEST FOR BIDS (RFB) - PROJECT 1702**

[Placeholder]