



OLYMPIA, WASHINGTON

**REQUEST FOR BIDS
PROJECT 2020**

TOWING SERVICES

REQUEST FOR BIDS (RFB) RELEASE DATE:

December 1, 2020

QUESTIONS DEADLINE:

Date: December 8, 2020 **no later than**

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

BID DUE DATE AND TIME:

Date: December 17, 2020 **no later than**

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

CONTACT PERSON:

Jeff Peterson

Procurement Coordinator

(360) 705-5878

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LEGAL ADVERTISEMENT

**REQUEST FOR BIDS
TOWING SERVICES**

**INTERCITY TRANSIT
PROJECT 2020**

Intercity Transit (Transit), Thurston County's public transportation provider, is requesting bids from bidders capable of providing vehicle, including bus (coach), towing services. Responsive bidders will be able to provide as needed towing services in accordance with the specifications noted herein. The estimated annual value is \$17,000.00, five-year term approximate value is \$85,000.00. This contract will be supported by local and federal funds.

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

Sealed Bids are due no later than December 17, 2020 by 3:00 p.m. (PT).

Please contact Jeff Peterson, Procurement Coordinator, by phone at (360) 705-5878 or email at jjpeterson@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. Intercity Transit in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

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

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SECTION 1 - INTRODUCTION

1.1 PURPOSE

Intercity Transit (Transit), Thurston County's public transportation provider, is requesting bids from bidders capable of providing towing services for Transit vehicles. This includes, but is not limited to coaches (busses), cut-a-way (our paratransit vehicles), passenger vans (7 passenger up to 12 passenger), supervisor vehicles (sport utility and half ton vehicles), and support vehicles (three quarter and one ton trucks). Responsive bidders will be able to provide towing services in accordance to the specifications noted herein. The estimated annual contract value is \$17,000.00, with a potential five-year term approximate value of \$85,000.00.

Transit reserves the right to award a contract to multiple vendors, by vehicle class, if it is in the best interest of Transit.

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 to establish a coach and auto towing contract for disabled or damaged Transit-owned vehicles.

Transit maintains a strong commitment to maximum utilization of minority and women-owned businesses and all small businesses. We encourage such businesses to contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE <http://omwbe.wa.gov/>) to explore business development resources they have available and the potential for federal Disadvantaged Business Enterprises (DBE) and Small Business Enterprise (SBE) Certification through OMWBE. There may be general business advantages for such certification but keep in mind that Transit does not set contract specific DBE goals nor does it set any SBE participation goals.

All interested firms are reminded to afford all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. 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 nondiscrimination requirements of federal and state laws.

1.3 SCOPE OVERVIEW

Transit is seeking a contract(s) for towing services for our fleet, which includes the following types of vehicles: Coaches, Dial-A-Lift (DAL) paratransit, Vanpool, Community Vans, Village Vans, and staff vehicles. The current fleet composition is noted in Section 3.13.

The annual value of the contract or the number of times tow service is required over the course of the contract is unknown. For historical perspective, an annual summary of service calls over the past two years is provided below.

Tow Group	2018 Service Call Count	2019 Service Call Count
Heavy Duty (Coaches)	54	41
Light/Medium Duty (DAL, passenger)	26	26

The awarded contractor(s) will:

1. Tow Transit’s disabled vehicles.
Generally, vehicles are to be towed directly back to Transit’s Maintenance Facility, located at 526 Pattison Street, SE, Olympia WA 98501. Occasionally there may be a need to tow a vehicle to a third-party repair facility or other location as needed.
2. Provide spare vanpool vehicles vanpool groups whose vehicle is disable, as needed.
Transit’s Vanpool Program guarantees a vehicle for use to its participants. The successful contractor will be required to pick up a spare vehicle from the Transit Maintenance Facility and deliver it to the location of the disabled vehicle to ensure the Vanpool group has a vehicle to use in the iterum.

All vehicles, including coaches, are to be towed on a flatbed or trailer. Disconnecting drive lines and hooking the vehicles directly to the tow truck is not acceptable unless extreme circumstances require such towing.

The successful bidder is required to abide by the rules in Washington Administrative Code (WAC) 204-91A; be licensed as a registered tow truck operator (RTTO) under Chapter 46.55 RCW; and be in compliance with the rules and regulations as set forth in the Washington State Department of Licensing Registered Tow Truck Operator’s Checklist, located at: <https://www.dol.wa.gov/forms/430545.pdf>.

The scope of work does not include impounding vehicles or general towing services from Transit facilities, including Park and Rides operated by Transit.

A. TERM OF CONTRACT

The initial term of the Contract resulting from this RFB will be for two (2) years. Three, one-year renewal options are available at the sole discretion of Transit and will be subject to written mutual agreement. The total Contract term will not exceed five (5) years, unless special circumstances dictate otherwise.

B. LICENSES, PERMITS, AND REGULATIONS

Contractor must be licensed to do business by both Washington State, the City of Olympia, the City of Lacey, the City of Tumwater, Thurston County, Pierce County, and other cities or municipalities where towing services may be required. It is the Contractor’s responsibility to obtain, or retain in good standing, all required trade and business licenses and documentation, including obtaining permits by the Washington State Department of Licensing.

C. FUNDING

Funding for this Contract may include local, state, or federal funds. The resulting Contract is subject to all provisions prescribed by the funding source.

1.4 BIDDER QUALIFICATIONS

The successful Bidder (and their subcontractor) must at a minimum have been actively engaged in the business of providing towing services for the past five years as well as possess applicable licenses, resources, capacity and expertise to adequately provide towing services and fulfill contract obligations.

1.5 AWARD

Transit intends to award a firm, fixed-priced 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 services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

SECTION 2 – GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

Until a Contract is awarded, all questions and inquiries 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
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	December 1, 2020
Questions Due	December 8, 2020
Bid Due Date and Time	December 17, 2020 by 3:00PM
Anticipated Contract Award Date	January 2021

2.3 SOLICITATION DOCUMENT AVAILABILITY

All Solicitation documents may be accessed on-line through [WEBS](https://fortress.wa.gov/ga/webs/). Bidders are responsible to register in [WEBS](https://fortress.wa.gov/ga/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 if you require assistance with the WEBS registration process.

Transit will post any Addenda or any schedule changes on [WEBS](https://fortress.wa.gov/ga/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 SOLICITATION STANDARDS

The Solicitation Standards document is included in Section 4.

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

2.7 CONTRACT TERMS

A Sample Contract has been included in Section 8. 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.

2.8 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.

These Contract Documents comprise the entire agreement between Transit and the Contractor concerning the work to be performed. It is the intent of the Contract Documents to describe the work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.

SECTION 3 – SCOPE AND SPECIFICATIONS

3.1 GENERAL STATEMENT

The successful Bidder shall provide all materials, equipment, and labor necessary to provide towing services as specified.

As a minimum requirement, towing is to be performed in accordance with the disabled vehicles manufactures specifications. Transit anticipates sending mechanics to the scene of a disabled coach or dial-a-lift vehicle, but not necessarily for other disabled vehicles. A factory installed air and electric plug is available in the compartment at the front of each coach.

Transit will provide primary point of contact (POC) information each disabled vehicle to the contractor's dispatch unit. The contractor shall be responsible to promptly contact the POC of the disabled vehicle to provide an estimated time of arrival and provide timely updates should arrival be delayed. This is typically required when responding to vanpool vehicles.

3.2 TOW SPECIFIC DEFINITIONS

"Class A*" - Trucks that are capable of towing and recovery of passenger cars, pickup trucks, small trailers, or equivalent vehicles.

"Class B*" - Trucks that are capable of towing or recovery of medium size trucks, trailers, motor homes, or equivalent vehicles.

"Class C*" - Trucks that are capable of towing or recovery large trucks, trailers, buses, motor homes, or similar vehicles.

"Class D*" - Trucks that are equipped for and primarily used as "wheel lift" trucks.

"Class E*" - Trucks designed and intended to transport vehicles entirely on a truck bed.

"Tow truck permit" - The permit issued annually by the State of Washington Department of Licensing that has the classification of service the tow truck may provide stamped upon it.

"Tow truck number" - The number issued by the Washington State Department of Licensing to tow trucks used by a registered tow truck operator in the State of Washington.

"Flat Bed Tow" - A tow that is primarily designed and intended to transport other vehicles by loading the vehicle entirely onto the flat bed of a tow truck.

"Front End Tow" - A tow that is primarily designed and intended to transport other vehicles by using a "front wheel lift" tow truck.

"Class C* Trailer" - A tow that utilizes a trailer large enough to handle up to a forty foot bus, which maintains fully loaded legal width and height clearance requirements without the need for an "oversize load" endorsement.

"Standard Tow" - Consists of one tow vehicle and one operator.

* Each class of vehicle is subject to the minimum requirements as identified in WAC 204-91A-170, Minimum tow truck equipment standards.

3.3 GOVERNING REGULATIONS

Contractor shall comply with the most current state of Washington Department of Motor Vehicle Code provisions and all applicable State regulations and ordinances of the Cities and Counties in which services will be conducted. It shall be the contractor's responsibility to comply with all applicable Federal, State, and Local ordinances and regulations.

3.4 AREA OF WORK

Coaches and DAL vehicles operate primarily in Thurston County, with some service to Pierce County and King Counties, primarily along the Interstate 5 corridor. Vanpool vehicles,

Community Vans, Village Vans, and staff vehicles travel to many different areas, including, but not limited to, Thurston County, Mason County, Grays Harbor County, Lewis County, Pierce County, Kitsap County, and King County.

Note: Towing services may be required to locations outside of the counties indicated above.

Any tow service that originates or terminates outside of the Counties listed above will be charged at the same hourly rate as all other tow services. Additional travel charges may be authorized for extenuating circumstances.

3.5 OPERATING HOURS

The successful bidder shall provide as needed towing services, inclusive of labor and equipment, to meet the needs of Transit seven days a week, twenty-four hours a day, holidays included.

3.6 RATES FOR SERVICE

Bidders shall provide a fixed hourly rate for services specified on the Bid Submittals section form. Hourly rates shall commence upon time of arrival at the pick-up point to the time of arrival at the drop off destination and delivery acceptance. No additional charges are to be assessed for required specialized equipment. Whenever a contractor utilizes a larger truck than the towed vehicle warrants, the contractor shall charge hourly rates based on the size of the towed vehicle, not the size of the equipment used.

3.7 STANDARD TOW

For standard tows, Transit will authorize payment for one tow vehicle and one operator. Additional tow vehicles and operators must be approved by Transit staff.

3.8 REQUEST FOR SERVICES RESPONSE

If for any reason a tow contractor is unable to dispatch a tow truck within the stated time, or if the dispatched truck will be delayed for any reason, the contractor shall promptly advise Transit with an explanation and a new estimated time of arrival. In the event the tow truck fails to, or is unable to, arrive at the scene within a reasonable time, Transit reserves the right to cancel the tow and secure different service provider to respond to the scene. Transit will not be responsible for cancellation fees in this instance.

There may be circumstances when a vehicle must be moved immediately without delay. In these instances, Transit reserves the right to contract with any tow service provider that can respond to the call immediately.

3.9 CANCELLATION OF REQUEST FOR SERVICE

A maximum charge of one hour will be allowed if Transit cancels the tow prior to hook up for reasons other than the contractor's inability to respond to a scene at a reasonable time.

3.10 DELIVERY ACCEPTANCE

The tow contractor shall seek authorized personnel to accept delivery of the vehicle at the designated destination. Prior to accepting delivery of the vehicle returned to the Transit Maintenance Facility, the vehicle shall be surveyed by Transit Maintenance personnel to verify the physical condition of the vehicle to inspect for damage, including that which may have occurred as a result of the tow. All observations shall be properly noted on the tow ticket and

legibly acknowledged (signature) by the tow operator and the Transit representative prior to accepting delivery of the towed vehicle.

The tow operator shall provide Transit, or designee, with a signed, legible, copy of the tow trip ticket prior to departing from the drop off location. The tow ticket will indicate the location of the pick-up and the drop off point, the date of the tow, vehicle type, vehicle identification number, license plate number, start time of tow (arrival), finish time of tow (acceptance of delivery), the hours charged, the rate charged per hour, any applicable taxes, and the total price.

3.11 CONTRACTOR REQUIREMENTS

Successful Bidder must have covered telephone service 24 hours per day, seven days per week, 365 days a year, to receive towing calls from Transit personnel and dispatch those calls to appropriate tow vehicle operators. Normal business hours are considered to be between 8:00 a.m. and 5:00 p.m., excluding weekends and holidays.

Equipment Location:

Contractors equipment intended to service Transit must be staged within Thurston County or within reasonable distance of Thurston County to provide sufficient response time under normal traffic conditions. Transit will not pay for travel expenses for equipment responding to, or returning from, from outside of Thurston County until the asset(s) cross into Thurston County.

Employee and Vehicle Identification:

Contractor's employees responding to tow requests from Transit must wear a clearly displayed identification showing they are employees of the contractor. Vehicles must also be clearly marked to identify they belong to the contractor. All identification materials are to be provided by the contractor, at the contractor's expense.

Towing Services and Qualifications:

The successful bidder shall have all the necessary equipment and trained staff in place to tow Transit vehicles as listed herein. The operators shall perform towing tasks competently. The standard of competence shall be that quality of work which is accepted efficient and effective within the towing industry. The operator/driver contractor must be a registered tow truck operator (RTTO) in the State of Washington.

All tow truck operators shall be properly trained and shall possess sufficient experience and skill in the towing of vehicles contractor is bidding upon. All tow truck operators must have a valid Washington State Commercial driver's License (CDL) if the tow vehicle has a tow rating in excess of 26,000 pounds. All tow truck operators must have a minimum of one-year experience in towing vehicles similar to Transits fleet.

Successful Bidder, and their subcontractor, must have been actively engaged in the business of providing towing services for the past five years.

The successful Bidder shall provide appropriate documentation indicating the above requirements for equipment and personnel are met within the bid submittal package.

3.12 VEHICLE DAMAGE

The towing contractor shall be responsible for all subsequent damage to the vehicle beginning from the time of the initial hook-up until the vehicle is dropped off and unhooked at the final destination. Sufficient insurance shall be maintained throughout the contract period.

3.13 FLEET COMPOSITION

Fleet composition is subject to change without notice throughout the term of the contract. The fleet largely consists of the following vehicles.

Current Fleet:

VehicleType	Year	MakeModel	Vehicle Count
Bus	2005	GILLIG LOWFLOOR 29	4
		GILLIG LOWFLOOR 35	4
	2007	GILLIG LOWFLOOR 35	10
		GILLIG LOWFLOOR 40	5
		GILLIG LOWFLR	
	2010	HYB 40	6
		GILLIG LOWFLR	
	2012	HYB 40	7
		GILLIG LOWFLR	
	2014	HYB 40	10
		GILLIG LOWFLR	
	2019	BRT 35	8
		GILLIG LOWFLR BRT 40	16
		GILLG LOWFLR	
2020	BRT 35'	16	
Bus Total			86
Community Van	2009	CHEV EXPRESS 12 FORD ECON E-350	1
		2013	12
	2015	CHEV EXPRESS 12	5
Community Van Total			9
Jubilee Van	2014	CHEV EXPRESS 12	1
Jubilee Van Total			1
Non-Revenue Service Vehicle	2004	FORD TAURUS WAG	1
		TOYOTA PRIUS 7FGU30 TOY FORK	1
		2005	LIFT
	2006	FORD F-250 SD FAC	1
		2007	FORD F250 VM

		FORD E350 SD VAN	
	2008	FAC	1
		FORD F-350 SC FAC	1
		FORD SD F250 4X4	
		VM	1
		FORD SD F450XL	
		FAC	1
		FORD F-350 4X4	
	2009	FAC	1
	2011	DODGE CARAVAN	1
		FORD ECON E-350	
		15	2
		CHEVROLET	
	2012	COLORADO	1
		NISSAN LEAF SL	1
		TOYOTA PRIUS	1
	2014	DODGE CARAVAN	1
	2015	DODGE CARAVAN	1
	2016	CHEV EXPRESS 12	2
		FORD F-350 4X4	
		FAC	1
	2017	FORD EXPLORER	1
		FORD F-350 4X4	
		FAC	1
	2018	FORD EXPLORER	1
	2019	FORD F150 4x4 OPS	2
		FORD F-350 4X4	
		FAC	1
Non-Revenue Service Vehicle Total			27
Para Transit (Dial-A-Lift)	2003	FORD GOSHEN E-450DAL	2
	2008	FORD EL DORADO E-450	4
	2011	CHEV ELDORADO	18
	2012	CHEV ELDORADO	10
		FORD EL DORADO	
	2018	PROP	12
	2019	FORD EL DORADO	7
Para Transit (Dial-A-Lift) Total			53
Trailer, non motorized	2008	LS35508R TRAILER	1
	2013	Marketing Trailer	1
	2018	Olympic OM10-2E	1
		Olympic OM10-2E TRLR	1
Trailer, non motorized Total			4

Vanpool	2009	TOYOTA SIENNA	13
	2010	DODGE CARAVAN	2
	2011	DODGE CARAVAN	7
		FORD ECON E-350 15	1
	2012	DODGE CARAVAN	12
	2013	CHEV EXPRESS 15	2
		DODGE CARAVAN	6
		FORD ECON E-350 12	20
	2014	CHEV EXPRESS 12	30
		CHEV EXPRESS 15	6
		DODGE CARAVAN	7
	2015	CHEV EXPRESS 12	24
		CHEV EXPRESS 15	6
		DODGE CARAVAN	3
2016	CHEV EXPRESS 12	30	
2018	TOYOTA SIENNA	23	
2019	TOYOTA SIENNA	20	
Vanpool Total			212
Village Van	2012	MV1 ADA	1
	2014	CHEV EXPRESS 12	2
	2015	CHEV EXPRESS 12	2
	2016	CHEV EXPRESS 12	1
Village Van Total			6
Wal N Roll/Bike Partners		FORD ECON E-350	
	2013	12	1
Wal N Roll/Bike Partners Total			1
Grand Total			399

SECTION 4 – SOLICITATION STANDARDS

4.1 SOLICITATION DEFINITIONS

Agency	Intercity Transit (Transit).
Amendment or Addendum	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
Authorized Representative	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
Bid	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB).
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days will prevail.
Contract	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
Contractor	Any person or entity having a contract with Intercity Transit.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
Proposal	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP) or Request for Qualifications (RFQ).
Proposer	A Vendor who submits a Proposal in reply to a Solicitation.
RCW	Revised Code of Washington
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the Contract.
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal

Solicitation	The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor.
Vendor	A provider of materials, supplies, services, and/or equipment.

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 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.

4.5 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 Section 8 of the Solicitation document.

4.6 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.

4.7 NO OBLIGATION TO CONTRACT

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

4.8 POLICY COMPLIANCE

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

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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 Bidder Information section of the Bid Submittal Document titles "Proprietary or Confidential Information".

4.16 PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual or prospective Bidder, including sub-contractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFB shall be submitted in writing to the Intercity Transit General Manager prior to the established Bid due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Bid date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Days following the receipt of the General Manager's written determination will not be accepted.
- B. **Stay of Procurements During Protests.** In the event of a timely protest, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Bidder should have been awarded the Contract under the solicitation, but is not, then the protesting Bidder shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
 - 1. The name and address of the aggrieved person;
 - 2. The project number and title under which the protest is submitted;
 - 3. A detailed description of the specific grounds for protest and any supporting documentation; and
 - 4. The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit
Attention: General Manager Bid Protest
526 SE Pattison Street
Olympia, WA 98501

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

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

4.17 SINGLE BID RECEIVED

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

4.18 WORK SITE INSPECTION

Bidder must understand and inspect the work location(s). Interested Bidders may visit the location during normal operating business hours. 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

Respond to the following requirements in this section.

5.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information in the Bid Submittal Document of Section 7. 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 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 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.

6. Certification Regarding Lobbying

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

7. Certification Regarding Debarment, Suspension, and other Responsibility Matters

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

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 7, 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 should 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 should be submitted on a portable hard drive (thumb drive) in a format that is viewable with Microsoft or Adobe products.

Should there be a discrepancy between information in the hard copy and electronic copy, the electronic copy shall prevail.

B. Delivery of Bid: Bidder will submit their complete Bid in the following manner:

1. Enclose the Bid Submittal in a sealed envelope or container labeled as follows:
 - Mail to by due date and time identified in Section 2.2:
Intercity Transit
Attn: Jeff Peterson
526 Pattison Street, SE
Olympia, WA 98501

BID - DO NOT OPEN
Towing Services - Project #2020
 - Hand-deliver only between the hours of 1:00PM and prior to 3:00PM, on due date identified in Section 2.2:
Intercity Transit
Attn: Jeff Peterson
526 Pattison Street, SE
Olympia, WA 98501

BID - DO NOT OPEN
Towing Services - Project #2020
1. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Bid due date and time. The telephone number for shipping purposes is (360) 786-1881.

C. Time of Receipt: Submit bid by the submittal deadline as specified in the Procurement Schedule to Intercity Transit at 526 Pattison Street, SE, Olympia, WA 98501. The telephone number for shipping purposes is (360) 786-1881.

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.

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 by Transit and returned unopened. The exact time is designated as the date and time received by Transit's Receiving Departments clock. Bidder accepts all risks of late delivery regardless of fault or chosen method of delivery.

5.4 BID OPENING

Transit will publicly open and read Bids outside and under the covered canopy of Intercity Transit's Administrative Building (526 Pattison Street, SE, Olympia, WA) as specified in the Procurement Schedule. Any time following the public bid opening, Bidders may obtain a list of Bidders. Contact the Procurement Coordinator for requests for all other information related to this Solicitation.

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

5.5 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this RFB. Failure to demonstrate to Transit that your firm meets RFB requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

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

SECTION 6 – EVALUATION AND AWARD

6.1 BID EVALUATION AND AWARD

Bids will be evaluated by Transit to determine the lowest responsive responsible Bidder(s) and which Bid(s), if any, should be accepted by Transit. Transit reserves the right to award to multiple towing companies based on vehicle class. Transit in its sole discretion reserves the right, but without obligation, to waive informalities and irregularities.

1. Responsiveness. Transit will consider all material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the Solicitation Documents. Bids failing to meet compliance with the Solicitation Documents may be rejected.
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, experience, and fleet composition to successfully fulfill Contract obligations. Bids failing to demonstrate sufficient qualifications, experience, or fleet composition may be rejected.
3. Price. The lowest bid price(s) offered for the towing services listed per vehicle class.

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

6.2 EXECUTION OF CONTRACT

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

SECTION 7 – SUBMITTAL DOCUMENTS

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. Cover Letter
2. Bidder Acknowledgements
3. Bidder Information
4. Subcontractor Information
5. References
6. Bid Pricing

Bidder will submit their complete Bid in accordance with Section 5, Bid Submittals.

7.2 COVER LETTER

The Cover Letter must be signed by the individual within the organization authorized to bind the proposing firm to the offer. The Cover Letter will include the following information about the Bidder and any proposed Subcontractors:

1. Name, address, and telephone number of the individual who will represent the Bidder(s) during contract negotiations with Intercity Transit.
2. A brief statement about the firm's qualifications and experience. Include companies fleet composition that can be used upon request of Transit under the subsequent contract. Also include any sub-contractors fleet composition which could be used under the subsequent contract.
3. A statement confirming ability to begin providing the requested services.
4. Acknowledgement of receipt of all Addenda issued.
5. Signature of the letter by an individual capable of committing the resources of the lead bidding firm.

7.3 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 2020, Towing Services, 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 evidence 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 hereby certify that, within the three-year period immediately preceding the Bid solicitation date for this Project, I/We are not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. In addition, I/We certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

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

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

The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Proposal "Non-Responsive". If our business is not required to have one of the following items, we have attached a letter explaining why.

I/We certify that we:

- a. Have examined the work site and all existing conditions;
- 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.

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

Bidder Signature:

Date:

Print Name and Title

Location or Place Executed: (City, State)

7.4 BIDDER INFORMATION

1. **Bidder Profile:**

Bidder must provide the following (as applicable):

Firm Name	_____
DBA Name <i>(if applicable)</i>	_____
Street Address	_____
City, State, Zip Code	_____
Federal Tax ID Number	_____
WA State UBI Number	_____
DUNS #	_____

2. **Bidder Authorized Representative:**

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

Representative Name:	_____
Street Address	_____
City, State, Zip Code	_____
Telephone Number	_____
Email Address	_____

3. **Bidder Qualifications:**

Bidder must provide the following:

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 or Federally Debarred Contractor <i>(If "yes", your firm is not qualified to bid on this project)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. **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

4.18 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.*

5. 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 #: _____

6. 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. Bidder's Towing Vehicles and Equipment:

Bidder is to provide a general list of available equipment to be used to perform the towing services required.

7.5 SUBCONTRACTOR INFORMATION

Check the applicable box:

Yes No Bidder intends on utilizing subcontractors to fulfill the service requirements outlined in RFB 2020, Towing Services.

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

7.6 REFERENCES

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

Reference 1

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

Reference 2

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

Reference 3

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

Reference 4

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

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

7.8 BID PRICING

I/We understand that this project may be awarded to individual firms based on Class of vehicles or to a single firm. Include prices for services your firm is bidding on. A blank line item will be considered as a “no bid” response.

Bidder shall provide a fixed hourly rate for services specified on the Bid Submittals section form. Hourly rates shall begin when the tow vehicle leaves from Olympia, or location closer to the incident, to the time the tow vehicle releases the towed vehicle at the final location. If the incident is in Olympia, the time begins from when the tow truck is in Olympia in route to the incident to release of towed vehicle at the final location. Route times are subject to audit by Transit using electronic mapping programs. Excessive numbers of hours are to be supported with documentation. Billable hours shall commence upon time of arrival at the pick-up point dispatched from the Olympia area to the time of arrival at the drop off destination and delivery acceptance. No additional charges are to be assessed for required specialized equipment.

Fuel surcharges may be negotiated with the awarded contractor should fuel pricing rise unexpectedly during the term of the contract. At no point is the fuel surcharge to be used for extra profit, it is only to recover actual costs of higher fuel.

Whenever a contractor utilizes a larger truck than the towed vehicle warrants, the contractor shall charge hourly rates based on the size of the towed vehicle, not the size of the equipment used.

Fees charged are to be in accordance with RCW 46.55.063, where after the first hour charged the rates are charged to the nearest quarter hour (fifteen-minute increment).

Bidder offered rates for services are to be all-inclusive of all taxes and all fees:

Type of Towing	Rate per Hour
Class A/E Towing	\$
Class B/E Towing	\$
Class C Towing	\$
Class C Towing, Flat Bed	\$
Class D Towing	\$

Approved extra man fee (per hour) \$_____ (not evaluated)

7.9 CERTIFICATION REGARDING LOBBYING

The undersigned Bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Bidder’s Authorized Official

Date

Name and Title of Bidder’s Authorized Official

7.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Required of prime and subcontractor whose contract participation is expected to exceed \$100,000. If this is not applicable, please check the box below:

Not Applicable

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Contractor _____

Signature of Authorized Official

Date

Name and Title of Authorized Official

SECTION 8 – SAMPLE CONTRACT

THIS CONTRACT is made and entered into upon date of final execution by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Contractor", for the purpose of towing services.

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

The purpose of this Contract is to enter into an agreement for towing services.

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 Towing Services No. 2020, and as identified in the following attached Exhibits which are incorporated by reference:
1. Contract 2020 Statement of Work, attached as Exhibit A
 2. Contractor's Rate Schedule and Fees, attached as Exhibit B
 3. Request for Bids (RFB) 2020, Released [DATE], attached as Exhibit C
 4. Contractor's Response to RFB 2020 dated [DATE], attached as Exhibit D
- B. In the case of any inconsistency between the Contractor's response to RFB 2020 and the Scope of Work and Specifications described herein, the latter shall control.

4 ADMINISTRATION AND SUPERVISION

- A. The work and services under this Contract is subject to certain federal laws, regulations, and other requirements in effect on the date of execution of this Contract. Transit and the Service Provider agree that such federal laws, regulations, and other requirements supersede any conflicting provisions of this Contract.
- B. The Contractor represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract and that such personnel are qualified,

experienced, and licensed as may be necessary or required by laws and regulations to perform such services. All services required under this Contract must be performed by the Service Provider, its employees, or by subcontractors whose selection has been authorized by Transit; provided, that Transit's authorization will not relieve the Service Provider or its subcontractors from any duties or obligations under this Contract or at law to perform in a satisfactory and competent manner. The Service Provider will remove from the Project any of its subcontractors or personnel assigned to the Project if, after the matter has been thoroughly considered by Transit and the Service Provider. Transit considers such removal necessary and in the best interests of the Project and so advises the Service Provider in writing.

- C. The Project must be coordinated and integrated with other Transit activities.

5 DURATION OF CONTRACT

The term of this Contract will be from Month Day, Year through Month Day, Year, unless otherwise terminated or extended according to the Contract provisions. Transit reserves the option to extend this Contract up to XXXX (#) additional years, in one (1) year increments, for a total Contract period not to exceed XXXX (#) years. Extension for each additional term may be offered at the sole discretion of Transit and will be subject to written mutual agreement.

6 BILLING PROCEDURES

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

7 PROJECT MANAGEMENT

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

Contract amendment.

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

8 CONTRACT ADMINISTRATION

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

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

9 CHANGES

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

10 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.

11 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.

12 HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Contractor or the Contractor's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable; provided, that nothing herein shall require a Contractor to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or

breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor or the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor is legally liable, and (b) Transit, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom Transit may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable. This provision shall be included in any Contract between Contractor and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

13 INSURANCE

- A. Insurance Requirements - Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations).
 2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
 3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.
- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds with respect to the Commercial General Liability Policy only.
 - ii. Include a Severability of Interest clause (cross liability) applicable to Commercial General Liability and Business Automobile Liability Policies only.
 - iii. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided.
 - iv. Be provided on forms and by insurance companies satisfactory to Transit.
- No provision in this paragraph shall be construed to limit the liability of the Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.
- C. Worker's Compensation - The Contractor and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Contractor shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Bidder/ Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and

amount of insurance, the location and operations to which the insurance applies, and the expiration date. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.

- E. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

14 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.

15 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.

16 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.

17 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.

18 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.

19 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.

20 MAINTENANCE AND INSPECTION OF RECORDS

- A. Contractor shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.
- B. Contractor shall retain all books, records, documents, drawings and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit, or its designee, shall have

full access and right to examine and receive copies of (in their native form) any of said materials throughout said period.

- C. 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.

21 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.

22 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.

23 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.

24 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.

25 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.

26 BREACHES AND DISPUTE RESOLUTION

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

27 APPLICABILITY OF FEDERAL GRANT CONTRACT

- A. This procurement may be subject to one or more financial assistance contracts between Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1F, as amended. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in these documents. In the event of a discrepancy between Federal and State requirements, Contractor will comply with the more stringent requirements.

- B. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Contractor agrees to accept all changed requirements that apply to this Agreement.

28 FEDERAL FUNDING

Contractor understands that Transit may use funds to pay for the Contractor's performance under this Agreement made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. If funds are not allocated, or ultimately are disapproved by FTA, Transit may terminate or suspend Contractor's services without penalty. Transit shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

29 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The Purchaser Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.

§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

31 ACCESS TO RECORDS AND REPORTS

Access to Records - The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- E. The/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

32 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

33 FEDERAL CIVIL RIGHTS REQUIREMENTS

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

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (i) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (ii) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (iii) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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 1%. 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 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 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- A. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, as amended and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TRANSIT request that would cause Transit to be in violation of the FTA terms and conditions.
- B. The FTA Master Agreement obligates Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Contractor shall comply with all such requirements.

36 SUSPENSION AND DEBARMENT

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

- D. Each subcontract, regardless of tier, shall contain a provision that the Subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining Federal assistance funds. The Contractor shall require that each Subcontractor regardless of tier, immediately provide written notice to the Contractor if at any time the Sub Contractor learns that a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the Subcontractor unless it knows that the certification is erroneous. The Contractor's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

37 CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

38 CLEAN WATER

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime Requirements – No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation – Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten (10) dollars for each Calendar Day on

which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for Unpaid Wages and Liquidated Damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

40 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

41 ADA ACCESS AND OTHER FEDERAL REQUIREMENTS

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

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
- D. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- E. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- F. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

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

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

Any implementing requirements that the FTA may issue.

42 PROMPT PAYMENT

The Contractor is required to pay its sub-consultant/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. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Transit. This clause applies to both DBE and non-DBE subcontracts.

43 VETERANS PREFERENCE

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

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

44 PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

45 SAFE OPERATIONS OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles,

company rented vehicles, or personally operated vehicles. The terms “company owned” and “company leased” refer to vehicles owned or leased either by the Contractor or Agency.
Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

46 SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

47 EXCLUSION OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

48 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.

49 LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

50 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.

51 ORDER OF PRECEDENCE

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

- 1. Applicable federal and state of Washington statutes and regulations;
- 2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
- 3. Exhibit A - Request for Bids
- 4. Exhibit B - Contractor's Rates
- 5. Exhibit C - Contractor's Response to RFB No. 2020 dated [Date]
- 6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

52 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.

53 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 98507

CONTRACTOR
 Address
 City, State, Zip

 By: _____ Date
 Its: _____

 By: Authorized Representative _____ Date
 Its: Title _____

**EXHIBIT A
INTERCITY TRANSIT'S REQUEST FOR BIDS**

[Placeholder]

**EXHIBIT B
CONTRACTORS RATES**

[Placeholder]

**EXHIBIT C
CONTRACTOR'S RESPONSE TO REQUEST FOR BIDS (RFB) - PROJECT 2020**

[Placeholder]