



OLYMPIA, WASHINGTON

REQUEST FOR BIDS

PRINTING AND DELIVERY OF TRANSIT GUIDES PROJECT #1628

REQUEST FOR BIDS (RFB) RELEASE DATE:

October 28, 2016

QUESTION/CLARIFICATION DEADLINE:

Date: November 7, 2016

Time: 3:00 p.m.

BID DUE DATE AND TIME:

Date: November 15, 2016

Time: 3:00 p.m.

CONTACT PERSON:

Tammy Ferris, Procurement Coordinator

(360) 705-5818

tferris@intercitytransit.com

LEGAL ADVERTISEMENT

REQUEST FOR BIDS PRINTING AND DELIVERY OF TRANSIT GUIDES

INTERCITY TRANSIT PROJECT #1628

Intercity Transit, the public transportation provider in Thurston County, Washington, is requesting bids from bidders capable of producing and delivering multiple orders of pre-designed Transit Guides. Transit Guides are booklets that provide information on Intercity Transit bus routes, fares and passes, alternative transportation options, and other public transportation topics. Initial term of contract is one year, with four one year options to extend.

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

Sealed bids are due no later than 3:00 p.m., on November 15, 2016.

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

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

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SECTION 1 - INFORMATION FOR BIDDERS AND GENERAL PROVISIONS

1.1 PURPOSE AND SCOPE OF WORK

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is requesting bids from bidders capable of producing and delivering multiple orders of pre-designed Transit Guides. Transit Guides are booklets that provide information on Intercity Transit bus routes, fares and passes, alternative transportation options, and other public transportation topics. Services shall be provided throughout 2017 calendar year with possible contract extensions available through 2021.

The bidder selected for this project will be responsible for meeting strict specifications, quality standards, and delivery requirements that enable Transit to meet its customers' needs and expectations.

1.2 CONTRACT TERM

Transit intends to award one contract for the goods and services described in this document for an initial term of one year. Four, one-year renewal options are available at the sole discretion of Transit.

1.3 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) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFB Release	October 28, 2016
Questions and Clarifications	November 7, 2016 - 3:00 p.m.
Bid Due Date and Time	November 15, 2016 - 3:00 p.m.
Anticipated Contract Award Date	December 7, 2016
Anticipated Contract Start Date	January 1, 2017

1.4 CONTACT INFORMATION

Until the award of this contract, address all questions and communications concerning this document to the Procurement Coordinator listed below. Transit considers all oral communication unofficial and non-binding. Bidders should rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Tammy Ferris
Email Address: tferris@intercitytransit.com
Phone Number: 360.705.5818

1.5 DOCUMENT AVAILABILITY

Solicitation Documents may be accessed on-line through [WEBS](#). Bidders are responsible to download the Solicitation Documents from this system.

If accessing the Solicitation Documents through WEBS, Bidder is responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Bidders are responsible to check the system from which the Bidder downloaded the Solicitation Documents for updates and to 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 Bid rejection.

1.6 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall thoroughly examine all RFB requirements and general conditions, technical specifications and addenda (if any) which constitute the Contract Documents. Submission of a Bid constitutes acknowledgment upon which Transit may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a Bidder to receive or examine any of the Contract Documents, statutes, ordinances, regulations and permits shall in no way relieve the Bidder from any obligations with respect to the bid or to the Contract.

Transit will not allow claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

1.7 BIDDER QUESTIONS AND REQUEST FOR CLARIFICATIONS

Bidders must submit all questions pertaining to this RFB in writing through email to the Procurement Coordinator no later than the date and time identified in the Procurement Schedule. Transit will respond to all questions in writing.

The person submitting the question or request for interpretation will be responsible for its prompt delivery.

Only interpretations, additions or revisions to the proposed documents submitted will result in the issue of written addenda. All addenda can be located on Washington's Electronic Business Solution (WEBS) <https://fortress.wa.gov/ga/webs/>. Bidders are responsible to check for and obtain any addenda related to this procurement.

Acknowledgement of addenda is required as part of the bid and shall become a part of the Contract Documents. Transit will not be responsible for any other explanation or interpretation of the Contract documents.

1.8 SOLICITATION STANDARDS

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

This 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.

1.9 CONTRACT TERMS AND NEGOTIATION

A Sample Contract has been included as [Appendix C](#). Transit expects the final Contract signed by the successful Bidder to be substantially the same as the Contract located in Appendix C. Bidder's submission of a Response to this Solicitation constitutes 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.

1.10 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 into the resulting Contract.

SECTION 2 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

2.1 SCOPE OF WORK

Orders for Transit Guides will typically be placed in February and August in preparation for Transit service changes that historically occur in March and September. Each order of Transit Guides is anticipated to range from 35,000 to 55,000.

Transit Guide reprints may be ordered at any time throughout the year as needed to maintain an adequate supply. Reprints, if needed, will be ordered in quantities of not less than 5,000. In the event that Transit does not implement one or more of the anticipated 2017 service changes, reprints of the previous Transit Guide may be ordered in quantities ranging from 35,000 to 55,000.

Current Transit Guides include 112 text pages (not including cover) and are Saddle-Stitch bound. Transit may increase the number of text pages to 120 and/or change the binding type from Saddle-Stitch to Perfect binding at any time during the Contract period or optional extensions.

2.2 TRANSIT GUIDE SPECIFICATIONS

The awarded Contractor will provide Transit Guides in accordance with the following:

- Cover: 80#, matte coated cover (or approved equivalent), 4/4 process ink
- Text Pages: 112 pages - 34#, 68 brightness Electrobrite, up to 16 pages 4/4 process ink (two forms), balance black + 1 PMS
- Finished Size: 4.5" W x 8.25" H / 3 panel cover (12" wide from spine x 8.25" H)
- Flat Size: 16.5 wide x 8.25" tall, 4-panel cover, 3 panels roll fold to inside back cover
- Bleeds: On all sides
- Binding: Saddle Stitch

2.3 ARTWORK

Transit Guide artwork is pre-designed. Files are set up in InDesign and Illustrator CS-6 or Adobe Creative Cloud, 1-up and shall be delivered by Marketing Contractor directly to Contractor via FTP or CD. All artwork involved in the printing process is, and shall remain, the property of Transit.

2.4 PROOFING

A Photographic proof from negatives where all colors are shown in blue (known as a blueline) is required, with the exception of exact re-prints. Bluelines must be delivered to Transit for proofing and final approval prior to the printing of the Transit Guide order.

2.5 PACKAGING

Transit Guides shall be stacked in cardboard boxes for delivery. Transit Guides shall be boxed in quantities that weigh no more than 15 lbs. Boxes shall not exceed any of the

following dimensions: 8 1/2" H x 9" W x 11 1/2" D. Each box shall be clearly labeled with the printing date and quantity.

2.6 DELIVERY

Contractor shall delivery Transit Guides to Transit within ten (10) working days after receipt of order. Contractor shall deliver Transit Guides FOB-destination; freight prepaid and included to each of the following Transit locations:

Intercity Transit Business Office
526 Pattison Street, SE
Olympia, WA 98501

Olympia Transit Center
222 State Avenue, NE
Olympia, WA 98501

2.7 OPTIONAL ADDITIONAL ITEMS

Additional Transit Guide options are listed as separate line items and may or may not be exercised by Transit during this Contract.

2.8 PRICING AND ADJUSTMENTS

All pricing shall remain firm and fixed throughout the life of the Contract and any subsequent extensions.

Pricing adjustments based upon an increase or decrease in direct production costs will be at the sole discretion of Transit, on a pass-through basis only, for Contract option years two, three, four, and five. The paper manufacturer's notice of price increase is required justification. Acceptance will be at the discretion of Transit and shall not produce a higher profit margin than that established on the original Contract pricing.

2.9 FAILURE TO PERFORM AND LATENT DEFECTS

Transit shall give Contractor written notice if Contractor fails to perform substantial obligations under this contract. Failure to perform may result in withholding of payments, without penalty to Transit, until the defects are corrected or termination of contract. Intercity Transit expects the Contractor will implement quality assurance oversight and measures to minimize the delivery of defective guides such as missing pages, offset images, or color deficiencies. As compensation for the costs incurred and the damages caused by the receipt return of defective guides, the Contractor agrees to reimburse Transit at the rate of 35 cents per unit within 30 days of return. Contractor will not be responsible for content errors supplied by Transit.

2.10 SAMPLE TRANSIT GUIDE

Currently produced Transit Guides can be obtained at our transit centers, on our coaches, or by request to the Procurement Coordinator, Tammy Ferris, via email at tferris@intercitytransit.com or by phone at (360) 705-5818.

A sample of the outside cover and double side-pages is also provided on the next page.

SAMPLE TRANSIT GUIDE - OUTSIDE COVER



where
you want to go
when
you want to go

Service Every 15 Minutes!

Transit service runs every 15 minutes during peak travel times along major corridors in Olympia, Lacey, and Tumwater. See system map for areas where 15 minute service operates. Many other areas have transit service every 30 to 60 minutes. Check the individual route pages for schedules and see pages 109-111 for an index of major destinations served by transit.

Get to employment centers, schools & colleges, shopping centers, recreational destinations, and more—when it's most convenient for you.

Help us conserve valuable resources. Please keep and reuse this Transit Guide until the next service change. If you no longer need it, give it to a friend or family member. Thank you!

Contact Information

For Trip Planning & Service Information: 360-786-1881

Customer Service: 360-786-1881
 Location: Olympia Transit Center, 222 State Avenue
 Hours: 6:30 a.m. to 7 p.m. weekdays, 9 a.m. to 7 p.m. weekends
 Outside Thurston County: 1-800-287-6348
 TTY (Customer Service): 360-943-8760
 Fax: 360-943-8760
 Website: intercitytransit.com
 E-mail: customerservice@intercitytransit.com
 Comment e-mail: tellus@intercitytransit.com
 Audio Rider Update Line: 360-705-5853
 Blog: intercitytransitblog.com
 Facebook Page: [intercitytransit](https://www.facebook.com/intercitytransit)
 Twitter: [intercitytransit](https://twitter.com/intercitytransit)

Travel Training: 360-705-5879
 E-mail: traveltraining@intercitytransit.com
 Bus Buddy Program: 360-688-9832

Dial-A-Lift (for People with Disabilities): 360-705-5896
 Rider Certification: 360-754-8933
 Online Ride Scheduling (24-hour): BookYourDIALRide.com
 Automated Ride Confirm/Cancel (24-hour): 360-705-5806
 (You will be prompted to enter your "Client Number" and "4-digit Security Key" Call 360-754-8933 to get these numbers.)
 Outside Thurston County: 1-800-244-6846
 TTY (Dial-A-Lift): 360-357-7133
 Ride Cancellations (24-hour): 360-705-5827
 Fax: 360-709-5231
 E-mail: dial-a-lift@intercitytransit.com

Vanpool/Carpool: 360-786-8000
 Outside Thurston County: 1-866-330-7033
 E-mail: vans@intercitytransit.com

Village Vans: 360-705-5843
 E-mail: vans@intercitytransit.com

Community Vans: 360-705-5850
 E-mail: vans@intercitytransit.com

Business Office: 360-786-8085
 Location: 526 Patton St. SE
 Mailing Address: PO Box 658, Olympia WA 98507
 Hours: 8 a.m. to 5 p.m. weekdays
 Fax: 360-357-6184

Connecting Transit Services

Pierce Transit: 1-800-562-8109 or 253-581-8000
 Clatsop Transit: 1-800-562-9730 or 360-532-2770
 South Transit: 1-888-889-6368
 Mason Transit: 1-800-374-3747 or 360-427-5033
 Rural & Tribal Transportation: 1-800-650-7846

System map inside back cover



Our Mission

To provide and promote transportation choices that support an accessible, sustainable, livable, healthy, and prosperous community.

- Dial-A-Lift Service for People with Disabilities
- Park & Ride Lots
- Pass Programs
- Bike & Ride Services
- Regional Connections
- Travel Training for New Riders
- Carpool/Vanpool Matching
- Free Dash Shuttle in Downtown Olympia
- Express Service to Tacoma & Lakewood
- Van Programs for Special Transportation Needs

Information contained in the Transit Guide is current at the time of the printing and is subject to change without notice. Intercity Transit makes every effort to inform riders of service changes in advance through rider alerts, media coverage, and in other printed materials.

Intercity Transit complies with all federal requirements under Title VI of the public laws distribution on the basis of race, color, or national origin. For additional information contact Intercity Transit Customer Service.

TRANSIT GUIDE

EFFECTIVE
JUNE 7, 2015

INTERCITY TRANSIT
We're going your way.

SAMPLE TRANSIT GUIDES - DOUBLE-SIDE PAGES

Saturdays Route 48

Area	Stop	Time
To Everett	Everett	6:00

To Olympia	Olympia	6:00

Nightline late-night shuttle

Nightline operates through June 16, 2015
 No later than November 23, 24, 25, December 21, 22, 23, 24, 25
 January 6, 7 & 8 (from 23:00)

FRIDAY & SATURDAY

Area	Stop	Time
To Everett	Everett	11:00

To Olympia	Olympia	11:00

WEEKDAYS Olympia & Lacey to Tacoma

Area	Stop	Time
To Everett	Everett	6:00

To Olympia	Olympia	6:00

Other Schedule Tips

- Bus route numbers indicate the area served. In general, route numbers in the:
 - 20s serve areas north and east of downtown Olympia.
 - 30s serve Olympia, Westside, and
 - 40s serve Lacey.
- Buses may continue as a different route at a major transfer center, such as the Olympia or Lacey Transit Centers. This means you may not have to change buses to change routes. See the "Continues as route" column on the route schedules for details.

How to Read a Timetable

1. Route number and days of service
2. Timepoint - Buses also stop between timepoints. Timepoints help you determine when the bus will arrive at your stop. A dash in place of a time means the bus does not serve that timepoint on that trip.
3. Direction bus is traveling
4. Service notes and modifications

SECTION 3 – BID SUBMITTALS

Respond to the following requirements in this section.

3.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information (1-3) on the forms provided in [Appendix A](#), Bid Submittal. Incomplete or vague responses may be considered non-responsive and may be rejected. All documents that include a signature block must be signed by the authorized party(ies). 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 the Addenda number fields for each Solicitation Addenda issued, and complete the signature box information on the Bidder Acknowledgements page.

2. **Bidder Information**

Bidder must complete the Bidder Profile, Bidder Authorized Representative, Certified DBE and SBE Status, and Bidder Signature sections.

3. **Bid Pricing and Work Sample**

Bidder must complete and submit the Bid Pricing Section, Work Sample, and Bidder's Signature.

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.

Bid Prices must 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 and administrative costs, except as may be provided otherwise in the solicitation documents.

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Bidders proposed price(s) for the work under the Awarded Contract. Retail sales taxes shall include those paid on purchases of materials, equipment, and supplies used or consumed in doing the work. 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/Contractor as to liability for, or the amount of, any taxes for which the Bidder/Contractor 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. Contractor will only be compensated for performance delivered and accepted by Transit.

All Bid prices will remain firm for a minimum of sixty (60) Calendar Days from the Bid due date.

3.2 LATE BIDS

Any Bid received after the exact time specified for Bid due date and time will not be accepted and will be returned unopened. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist. Bidder accepts all risk of late delivery regardless of fault.

3.3 BID OPENING

Transit will publicly open Bids at its Administrative Building at the Bid Due Date and Time specified in the Procurement Schedule. Any time after the public bid opening, bidders may obtain a list of Bidders and Bid prices by written request to the Procurement Coordinator.

Transit reserves the right to postpone the Bid Due Date and Time at any time prior to the date and time specified in the Procurement Schedule.

3.4 PROGRESS AND COMPLETION

Progress and completion of the work must comply with all stated requirements. The submission of a Bid shall constitute the Bidder's acknowledgment that timely progress and completion requirements are accounted for in the Bidder's pricing.

SECTION 4 - EVALUATION AND AWARD

4.1 BID EVALUATION AND AWARD

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

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

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

4.2 EVIDENCE OF QUALIFICATION

Upon request of Transit, a bidder whose bid is under consideration for award shall submit, within 48 hours of request, experience, and references for similar products and services provided to other organizations.

4.3 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) Calendar Days after the Bidder receives written notice of the contract award. Upon execution of the contract, Transit will return one signed original to the awarded Bidder.

APPENDIX A - BID SUBMITTAL

SUBMITTAL INSTRUCTIONS:

Bidder must complete and submit the following documents as their bid submittal. Failure to submit all the required forms may cause a bid submittal to be non-responsive:

- Submittal Form #1:** Bidder Acknowledgements
- Submittal Form #2:** Bidder Information
- Submittal Form #3:** Bid Pricing and Work Sample

Bidder will submit their complete Response in the following manner:

A. Bid: Bidder must complete and submit all sections of this Bid Submittal Document as their Bid. Bid submittal must be received by Transit on or before the **Bid Due Date and Time** set forth in the Procurement Schedule.

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

1. Enclose the entire hard copy Bid in a sealed single envelope or container and label as follows:

BID - DO NOT OPEN
PROJECT #1628 - PRINTING AND DELIVERY OF TRANSIT GUIDES
Intercity Transit
Attn: Tammy Ferris
526 Pattison Street, SE
Olympia, WA 98501

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Bid due date and time. The telephone number for shipping purposes is (360) 705-8585.

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

Bids are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Bids or modifications will be accepted or considered. All Bids and any accompanying documentation become the property of Transit and will not be returned.

SUBMITTAL FORM 1: BIDDER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Bids (RFB) document (including all addenda), the undersigned, as Bidder, declares to that I/we have examined all of the solicitation documents and that we will contract with Intercity Transit (Transit), on the Contract form provided, to perform all work necessary for fulfillment of **RFB #1628, Printing and Delivery of Transit Guides** and the resulting Contract, at the prices and on the terms and conditions contained herein. This work shall be accomplished for consideration of the following amount inclusive of and any all charges including but not limited to equipment, materials, delivery, and labor.

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 a minimum of sixty (60) Calendar Days from the Bid opening date. If our Bid is accepted, we agree to sign the Contract form and furnish the evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written contract award notice.

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. We understand that failure to complete this form in its entirety may deem our Bid "Non-Responsive". If our business is not required to have one of the following items, we have attached a letter explaining why.

Bidder Signature

Company Name

Title

Date

END OF FORM

SUBMITTAL FORM 2: BIDDER INFORMATION

Bidder Profile:

Bidder must provide the following:

Company Name _____
Street Address _____
City, State, Zip Code _____
Federal Tax ID Number _____
Washington State UBI Number _____

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.

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

Certified DBE and SBE Status:

Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Please check the applicable boxes and enter certification numbers, if applicable.

Not Applicable
 DBE Certification #: _____
 SBE Certification #: _____

Statement of Prior Contract Termination:

Bidder must disclose below if the Bidder's company 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/Proposer is instructed to enter "NA" in the box below.*

END OF FORM

SUBMITTAL FORM 3: BID PRICING AND WORK SAMPLE

Instructions to Bidder: Bidder must complete “Base Bid Option” and Option “A” by entering their pricing information as specified in each table below. Applicable Washington State sales tax will be applied as a separate line item on the invoice as a pass through cost only. **NOTE:** Transit will require pricing to decrease as order quantities increase and Bids that do not reflect this will be disqualified. For orders that fall in between the quantities identified in the table below, Transit reserves the right to negotiate pricing with the Successful Bidder on a “per order basis.” Intercity Transit reserves the right to order at any quantity below. Transit has the right to contract based on the total Bid or a portion thereof. Transit has the right to correct obvious mathematical errors. Bidders are warned against making erasures or alterations of any kind, and Bids which contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to a Bid may render the Bid non-responsive.

The apparent low bidder, for purposes of entering into an Agreement, shall be the responsive and responsible bidder offering the low aggregate amount for the “Base Bid Option”, and meeting all other bid submittal requirements. Transit shall authorize payment based upon the unit prices provided.

BASE BID OPTION												
Printing of <u>112-Page</u> and <u>120-Page</u> Transit Guides												
Quantity Per Order	5,000	10,000	15,000	20,000	25,000	30,000	35,000	40,000	45,000	50,000	55,000	Total
New Printing of 112–page Transit Guides Price Per 1,000 (Not including sales tax)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Reprints of 112–page Transit Guides (no changes) Price Per 1,000 (Not including sales tax)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
New Printing of 120–page Transit Guides Price Per 1,000 (Not including sales tax)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Reprints of 120–page Transit Guides (no changes) Price Per 1,000 (Not including sales tax)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
											TOTAL EVALUATED PRICE:	\$_____

Applicable Washington State sales tax will be applied as a separate line item on the invoice as a pass through cost only. Current Washington State sales tax rate is 8.8%. Intercity Transit submits Use Tax to the State of Washington in lieu of Sales Tax for all out-of-state bidders.

OPTION "A" - OPTIONAL ADDITIONAL ITEMS											
Quantity Per Order	5,000	10,000	15,000	20,000	25,000	30,000	35,000	40,000	45,000	50,000	55,000
Substitute saddle stitch binding with perfect binding in 112-page Transit Guide Price Per 1,000 (Not including sales tax)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Substitute saddle stitch binding with perfect binding in 120-page Transit Guide Price Per 1,000 (Not including sales tax)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Price for press check of Transit Guide (cover only) - Price for one (1) Transit Cover									\$_____		

A. WORK SAMPLE

Included with this bid submittal is at least one (1) sample of previous work that is similar in nature to the Transit Guide (required).

I/We understand that this project will be awarded on an all or none basis and have inserted bid pricing for all printed materials indicated below. I/We understand that failure to submit pricing for all items will render our bid non-responsive.

I/We, the Bidder, propose to perform the work under the terms and conditions contained herein for the Contract prices set forth above.

Signature of Bidder

Firm

END OF FORM

APPENDIX B – SOLICITATION STANDARDS

This Appendix contains the Standard Definitions, Instructions to Bidders and Terms and Conditions. This Appendix does not need to be submitted, however Bidders are instructed to be familiar with it as it governs this Solicitation and will be incorporated into the resulting Contract.

1. DEFINITIONS

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

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

2. AMENDMENTS

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

All amendments will be posted on [WEBS](#). It is the Bidder’s sole responsibility to periodically check the system the Bidder downloaded the Solicitation Documents from for addenda related to this Solicitation.

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

3. BID CLARIFICATION

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

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

4. BID COSTS

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

5. BID DEADLINE POSPTPONEMENT

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

6. BID OWNERSHIP

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

7. BID REJECTION

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

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

Transit further reserves the right to reject any or all Bids, to waive any irregularities or informalities in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Bid, the Bidder waives and releases any claims against Transit arising from rejection of any or all Bids.

8. BID WITHDRAWAL OR MODIFICATION

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

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

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

No consideration shall be given by Transit to a claim of error in a Bid unless written notice of such claim and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after the opening of Bids. 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.

9. COLLUSION

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

10. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY PRACTICES

Intercity Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Intercity Transit's Environmental & Sustainability Policy directs us to protect the environment and incorporate sustainability practices in all our operations. Intercity Transit has committed to putting core processes in place that set the basis for environmental, social and economic sustainability. Depending on the subject of a procurement and its relationship to Intercity Transit's commitment, bidders or proposers may be required to provide relevant information about the goods and services being procured or may be required to demonstrate their ability to comply with Intercity Transit's environmental management and sustainability practices.

11. 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.

12. INSURANCE

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

13. 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) whether included in these categories or not. All businesses are encouraged to respond.

All interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or 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 provisions in federal and state laws.

For more information on how to become certified as a disadvantaged business enterprise (DBE) or small business enterprise (SBE), please contact the Office of Minority and Women's Business Enterprises (OMWBE) at www.omwbe.wa.gov, call (360) 753-9693, or mail an inquiry to OMWBE at PO Box 41160, Olympia, WA 98504-1160.

Transit does not set contract specific DBE or SBE participation goals.

14. NO COSTS OR CHARGES

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

15. 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.

16. POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. 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.

17. PROJECT PERSONNEL

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

18. PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual or prospective Bidder, including subcontractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, shall file a protest with the Transit General Manager. A protest with respect to a Request for Qualifications and Qualifications shall be submitted in writing 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 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 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, 526 Pattison Street SE, Olympia, WA 98501, **Attention:** General Manager Bid Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit.

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

19. SINGLE BID RECEIVED

If Transit receives a single responsive, responsible Bid, Transit shall have the right, in its sole discretion 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.

APPENDIX C - SAMPLE CONTRACT

**INTERCITY TRANSIT
CONTRACT NO. 1628
FOR
PRINTING AND DELIVERY OF TRANSIT GUIDES**

THIS CONTRACT is made and entered into in duplicate this ____ day of _____, 2016 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 producing and delivering multiple orders of pre-designed Transit Guides.

Contractor:

Authorized Rep:

Address:

Phone:

Email:

Federal TIN:

WA State UBI No.:

1. RECITALS

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

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

WHEREAS, 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 producing and delivering multiple orders of pre-designed Transit Guides to the Pattison Administration Building located at 526 Pattison Street SE, Olympia, Washington 98501 and to the Olympia Transit Center located at 222 State Avenue, NE, Olympia, Washington 98501.

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, equipment, software and

hardware necessary for full performance of Project #1628 – Printing and Delivery of Transit Guides, as identified in the following attached Exhibits which are incorporated by reference:

1. Contract #1628 Statement of Work, attached as Exhibit “A”
 2. Contractor Price Schedule, attached as Exhibit “B”
 3. Request for Bids (RFB) #1628, Released [DATE], attached as Exhibit “C”
 4. Contractor’s Response to RFB #1628 dated [DATE], attached as Exhibit “D”
- B. In the case of any inconsistency between the Contractor’s Response to RFB #1628 and the Scope of Work and Specifications described herein, the latter shall control.

4. DURATION OF AGREEMENT

- A. The term of this Agreement and the performance called for herein shall begin on January 1, 2017 and shall terminate on December 31, 2017 unless otherwise terminated according to the provisions herein.
- B. Transit reserves the option to extend this Contract up to four years, in one year increments, with a maximum end date of December 31, 2021.

5. DELIVERY REQUIREMENTS

The stated goods shall be delivered to Transit by Contractor, ready for use, according to the following:

- A. Transit Guides shall be delivered to Transit within *ten (10) working days* after receipt of order.
- B. All goods are to be shipped FOB Destination, freight prepaid and included, to the specified locations between the hours of 8:00 a.m. and 4:00 p.m., Pacific Time, Monday through Friday.
- C. During manufacturing and delivery to Transit, Contractor and its insurers, if any, shall be responsible for all risks of loss or damage. After delivery, all risk of loss or damage shall be on Transit, except loss or damage attributable to Contractor's negligence.

6. UNAVOIDABLE DELAYS

If the delivery of the completed bus schedules under this agreement should be unavoidably delayed, Transit shall extend the time for completion of the agreement for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond the control of Transit or caused by Transit will be sufficient justification for delay of bus schedule delivery and Contractor will be allowed a day-for-day extension.

7. LATE CHARGES

- A. Any delay by Contractor in providing the goods and services as specified, by the delivery dates set forth in this Contract, will interfere with the proper implementation of Transit's guide distribution schedule.
- B. If, in Transit's determination, Contractor makes late delivery and no time extension has been requested from and/or approved by Transit, Transit may assess the Contractor a late charge of \$100 per day.

8. FAILURE TO PERFORM AND LATENT DEFECTS

Transit shall give Contractor written notice if Contractor fails to perform substantial obligations under this contract. Failure to perform may result in withholding of payments, without penalty to Transit, until the defects are corrected or termination of contract. Intercity Transit expects the Contractor will implement quality assurance oversight and measures to minimize the delivery of defective guides such as missing pages, offset images, or color deficiencies. As compensation for the costs incurred and the damages caused by the receipt return of defective guides, the Contractor agrees to reimburse Transit at the rate of 35 cents per unit within 30 days of return. Contractor will not be responsible for content errors supplied by Transit.

9. INSPECTION AND REJECTION

Transit's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the goods, if goods do not conform to contractual requirements. If there are any apparent defects in the goods at the time of delivery, Transit will promptly notify the Contractor thereof. Without limiting any other rights, Transit may require the Contractor to:

- Repair or replace, at Contractor's expense, any or all of the damaged goods, or
- Refund the price of any or all of the damaged goods, or
- Accept the return of any or all of the damaged goods.

10. LOSS OR DAMAGE

During manufacturing and delivery to Transit, Contractor and its insurers, if any, shall be responsible for all risks of loss or damage. After delivery, all risk of loss or damage shall be on Transit, except loss or damage attributable to Contractor's negligence.

11. COMPENSATION AND METHOD OF PAYMENT

- A. Transit shall authorize payment to Contractor based upon unit prices submitted on Exhibit "B", Contractor's Price Schedule, with said Exhibit being incorporated herein as though fully set forth.
- B. 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.

C. Contractor will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to tferris@intercitytransit.com. If Contractor is unable to submit invoices electronically, invoices may be submitted by mail to:

Intercity Transit
 Attn: Procurement Office
 P.O. Box 659
 Olympia, WA 98507-0659

D. 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.

12. ALL-INCLUSIVE COSTS

Contractor’s warrants that all prices include all equipment, materials, delivery/shipping (FOB Destination), packaging, labor and other charges necessary for the delivery of stated goods and/or services. Contractor assumes full responsibility for any additional costs not included in the original bid.

13. CONTRACTOR COMMITMENTS

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

14. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit’s Marketing and Communication’s 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 Marketing and Communication’s 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 Representative	Transit’s Representative
Name	Name
Company	Intercity Transit
Street Address	526 Pattison Street, SE
City, State Zip	Olympia, WA 98501
Phone: (xxx) xxx-xxxx	Phone: (xxx) xxx-xxxx
Email address:	Email address:

15. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be the 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:

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

16. 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.

17. PROJECT PERSONNEL

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

18. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties intend that an independent contractor relationship between Contractor and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.

19. TREATMENT OF ASSETS

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

20. 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) Calendar Days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

21. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, protect, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, which Transit may incur by reason of any act, omission or default on the part of Contractor; its employees, officers or agents, whether negligent or not; provided, however, that if such liability is caused by or results from the concurrent negligence of Transit, its officers, employees and/or agents, and Contractor or Contractor's employees and agents, this provision shall be valid and enforceable only to the extent of Contractor's negligence; and provided further, that nothing herein shall require Contractor to hold harmless or defend Transit, its officers, employees and agents, from any claims arising from the sole negligence of Transit, its officers, employees and/or agents. Contractor specifically waives any immunity it may have under Title 51 RCW for purposes of this Section. Contractor and Transit have mutually negotiated this waiver.

22. INSURANCE

- A. Insurance Requirements - Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
 3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.
- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance and copies of policies, if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Transit its officers, officials, agents, and employees, as Additional Insureds.
 - ii. Be on a primary basis and not contributory with any other insurance coverages and/or self-insurance carried by Transit.
 - iii. Include a Waiver of Subrogation clause.
 - iv. Include a Severability of Interest clause (cross liability).

- v. Not be non-renewed, cancelled, or materially changed or altered unless thirty days prior written notice is provided to Transit.
- vi. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Contractor and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Contractor shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least thirty (30) Calendar Days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three (3) Business 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.

23. FORCE MAJEURE

- A. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.
- B. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the

results or effects of such delay prevented the delayed party from performing in accordance with this contract.

- C. Rights Reserved: Transit reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Transit.

24. LIENS, CLAIMS AND ENCUMBRANCES

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

25. 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.

26. WARRANTIES

Contractor warrants that all materials, equipment, and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Transit shall not alter or affect the obligations of the Contractor or the rights of Transit.

27. MAINTENANCE AND INSPECTION OF RECORDS

- A. Contractor shall retain 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 other governmental officials authorized by law to monitor this contract.
- B. The Contractor shall retain all books, records, documents and other material relevant to this contract for five (5) years after Transit's final payment and all other pending matters are closed. The Contractor agrees that Transit or its designee shall, for the purpose of audit and examination, have full access and right to examine all work, materials, payrolls, and other data and records with regard to the project at all reasonable times during said period.

28. COMPLIANCE WITH LAWS

- A. Federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, tax liability.
- B. Contractor agrees to indemnify and defend Transit against any loss, cost, liability or damage caused by Contractor's violation of this section.

29. PATENTS, TRADEMARKS AND COPYRIGHTS

- A. If notified promptly in writing of any action brought against Transit based on a claim that the equipment sold under this Contract infringes a United States patent or trademark, Contractor will defend, or cause the manufacturer to defend, such action at its expense and will indemnify Transit against all costs and expenses incurred and damages awarded in any such action, provided that Contractor shall have sole control of the defense of any such action all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Transit's use of any equipment sold hereunder by reason of infringement of a United States patent or trademark, Contractor, at its option and at its expense, either will procure for Transit the right to continue using the equipment, to modify the same so that it becomes non infringing without loss of any functions, or grant Transit a credit for such equipment as reasonably depreciated and accept its return.
- B. Contractor shall not have any liability to Transit under any provision of this paragraph if any patent or trademark infringement, or claim thereof, is based upon the use of the equipment in combination with machines or devices not sold by Contractor, or in a manner for which the equipment was not designed. This paragraph states the entire liability of Contractor with respect to infringement of patents or trademarks by the equipment sold hereunder or any part thereof or by the use of such equipment.

30. 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.

31. 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.

32. 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.

33. GRATUITIES AND KICKBACKS

- A. Gratuities: It shall be a breach of ethical standards for any person to offer, give or agree to give any Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation 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.

34. 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.

35. 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.

36. 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) Calendar 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.
- C. Waiver of Remedies for any Breach. In the event that Transit elects to waive its remedies for any breach by 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.

37. 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.

38. NOTICE

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

39. 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.

40. 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.

41. 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.

42. 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.

43. ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations;
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit "A" - Statement of Work
4. Exhibit "B" - Contractor's Price Schedule
5. Exhibit "C" - Request for Bids No. 1628, released [Date]
6. Exhibit "D" - Contractor's Response to RFX No. 1628, dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

44. ENTIRE CONTRACT

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

45. 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: Ann Freeman-Manzanares
Its: General Manager

By: Authorized Representative
Its: Title

EXHIBIT "A"
STATEMENT OF WORK - PROJECT #1628

Placeholder.

EXHIBIT "B"
CONTRACTOR'S PRICE SCHEDULE - PROJECT #1628

Placeholder.

EXHIBIT "C"
INTERCITY TRANSIT'S REQUEST FOR BIDS - PROJECT #1628

Placeholder.

EXHIBIT "D"
CONTRACTOR'S RESPONSE TO REQUEST FOR BIDS - PROJECT #1628

[Placeholder]