



60 Washington Ave, Suite 200  
Bremerton, WA 98337  
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# **INVITATION FOR BIDS**

## **TIRES AND RELATED SERVICES**

**IFB # KT 18-594**

**March 12th, 2018**

**BIDS DUE March 27th, 2017 NO LATER THAN 2:00 PM**

**Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the Bid.**

Kitsap Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

**KITSAP TRANSIT REQUIREMENTS:**

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**Advertisement Post Date: March 12th, 2018**

Kitsap Sun; Kitsap Transit Website: [www.kitsaptransit.com](http://www.kitsaptransit.com); OMWBE Website

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### INVITATION FOR BIDS

Notice is hereby given that sealed bids will be physically received by Kitsap Transit NO LATER THAN 2:00 P.M. on March 27th, 2018, and, immediately thereafter, will be opened in the Harborside Conference Room at Kitsap Transit, 60 Washington Ave., Ste. 200, Bremerton, WA for the following project:

#### TIRES AND RELATED SERVICES PROJECT # KT 18-594

Kitsap Transit (KT) is requesting bids for tires and tire related services to be purchased on an "as needed" basis. Contract will set forth a minimum of ready to use tires to be maintained in stock by the Contractor. This contract will be for a period of two (2) years with three (3) one (1) year extensions. Prices shall be firm fixed with economic price adjustments allowed after the first two (2) year term. Three additional terms will be available in one (1) year successive increments. The awarded vendor(s) will be responsible for the cost of delivery FOB Bremerton WA and all costs should be included in the Bid price. No adjustment to the Bid price will be allowed.

Electronic and faxed Bids will not be accepted. Bids arriving after the specified date and time shall not be considered, nor will late Bids be opened. All Bidders assume responsibility for timely submission of its Bid.

Kitsap Transit reserves the right to accept any Bid, reject any and all Bids and to call for new Bids. Kitsap Transit reserves the right to waive minor errors, informalities and immaterial irregularities.

Kitsap Transit makes no guarantee of usage. Quantities list in this IFB are estimated or projected yearly usages and are provided for bidding purposes. No guarantee of quantities is given or implied. Bidders shall furnish Kitsap Transit's need as they arise.

All questions, requests for clarification, and requests for approved equal, must be submitted in writing by 5:00 PM on March 19th, 2018 at: Kitsap Transit, Attn: Jeff Chou, 60 Washington Ave., Ste. 200, Bremerton, WA 98337; or e-mail: [jeffch@kitsaptransit.com](mailto:jeffch@kitsaptransit.com).

**END OF BID ADVERTISEMENT  
(SECTION 1)**

**2.1 Definitions:** The term “IFB” is an abbreviation meaning Invitation For Bids; the term “Bidder” means a person, firm or corporation that has made an offer in response to the IFB; “Bid Documents” means the solicitation (IFB) in its entirety, including the Plans provided under separate cover; “Successful Bidder” means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made; “Contractor” means the successful Bidder who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

**2.2 Delivery:** The successful Bidder will supply goods/services in compliance with the provisions of this IFB at the addresses listed below, unless otherwise stated:

Kitsap Transit Main Base	Kitsap Transit North Base
196 Charleston Blvd	21711 Vetter Road
Bremerton, WA 98312	Poulsbo, WA 98370

**2.3 Examination of Bid Documents:** Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a Bid shall constitute an acknowledgment upon which Kitsap Transit may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of any Bid Document.

**2.4 Environmental Sustainability Management System Compliance:** Kitsap Transit has adopted an environmental policy that requires contractors to support our existing Environmental Sustainability Management System (ESMS). As part of that support, all Contractors Bidding on Kitsap Transit projects must supply a completed Contractor Management Environmental Checklist (Attachment C) with their bid. Upon award of the contract, a representative of the Awarded Vendor must attend a thirty (30) minute training at Kitsap Transit’s Charleston Base located at 200 Charleston Blvd Bremerton WA. At the training, the representative will receive a copy of the training and will be responsible for ensuring all of their employees that may work on this project have received the training.

**2.5 Questions and Requests for Information:** **ALL** requests for approved equal, requests for information, clarification, and product or material substitutions during the solicitation period must be submitted in writing before **5:00 PM March 19th, 2018**. Send all inquiries to:

Kitsap Transit  
Attn: Jeff Chou  
60 Washington Ave., Ste. 200, Bremerton, WA 98337  
E -mail: [jeffch@kitsaptransit.com](mailto:jeffch@kitsaptransit.com)

Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder’s own risk and such action may be cause for disqualification. Kitsap Transit will

not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to Bid, Bidders are required to Bid and supply only specified products.

- 2.6 Disadvantaged Business Enterprise Goal:** The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a “level playing field” for ready, willing and able DBE’s seeking to participate in Federally-assisted Contracts. Kitsap Transit’s DBE goal for Federal fiscal year 2018 is 2.93%, the full text of which may be found at:

<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf>.

- 2.7 Fostering Small Business:** KT takes reasonable steps to facilitate fair competition by incorporating small business concerns into its Federal procurement practices. As part of this effort, KT actively seeks Bids from qualified small businesses, including DBEs. KT also encourages Prime Contractors to provide subcontracting opportunities of a size and nature that small businesses can reasonably compete and perform effectively.

- 2.8 Title VI:** It is the policy of KT to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. The full text of KT’s Title VI program is available online at [http://www.kitsaptransit.com/static/62/privacy-policy#title\\_vi](http://www.kitsaptransit.com/static/62/privacy-policy#title_vi).

**2.9 Approved Alternates:**

Bidders may offer alternate brands of comparable or better quality of performance or use for Kitsap Transit’s approval prior to the specified time for submitting questions. Each request will be considered on a case-by-case basis. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Kitsap Transit reserves the sole right to accept or reject any and all substitutions.

**2.10 Specifications:**

All Specifications in this solicitation are designed to enable a Bidder to satisfy a requirement for a product, material, process, or service. A Specification may be expressed as a standard, a part of a standard, or independent of a standard. No Specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. All requests for a “Brand Name” shall mean that Brand or equal.

**2.11 Brand Names:**

The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which Bids are submitted. Kitsap Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all Specification

requirements of structural, functional, dimensional and appearance without deviation. Kitsap Transit reserves the right to reject any and all substitutions.

#### **2.12 Addenda:**

- A) Kitsap Transit's official response to Pre-Bid inquiries shall be a written Addendum sent to all Planholders. No Addenda will be issued for any request or inquiry submitted after the deadline for receiving Bids. Any Addenda issued after the deadline for inquiry submittals will be at the sole discretion of Kitsap Transit for information it deems absolutely necessary to inform Bidders.
- B) Bidders MUST indicate that they have received all issued Addenda on the Bid Form. Failure to acknowledge receipt of Addenda issued may invalidate a Bid as non-responsive. Bidders shall ensure that they have received all Addenda by contacting Jeff Chou at [jeffch@kitsaptransit.com](mailto:jeffch@kitsaptransit.com) checking the appropriate website where the Bid Documents are posted.

#### **2.13 Bid Prices:**

- A) The resulting firm-fixed price Contract shall be Bid based on unit or lump pricing for each Bid Item listed on the Bid Schedule section of the Bid Form. Prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include all costs for insurance, freight, disposal and everything necessary to provide the requested goods/services; no other charges will be allowed.

#### **2.14 Bid Preparation:**

- A) By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive. Bids must:
  - 1) Be made only on the Bid Form provided;
  - 2) Contain only amounts and information requested;
  - 3) Contain no erasures, marked out items, alterations, stipulations, nor qualify the Bid in any manner;
  - 4) Be completed in full – mark spaces that do not apply with the initials "N/A" (Not Applicable);
  - 5) Be legible and entered in ink by hand or typed;
  - 6) Be signed in longhand by the Bidder, or Bidder's authorized representative;
  - 7) Be executed in the company's legal name by either the president, vice-president, or other individual with the legal authority to commit the company to a contractual agreement;
  - 8) Include all other certifications and requested documents considered as part of the Bid;
  - 9) Be single-stapled in the upper left corner and free of any extraneous covers or binding;
  - 10) Be sealed in an envelope marked on the outside with the name of the Bidder, mailing address, and prominently "**TIRES AND RELATED SERVICES IFB # KT 18-594**".

B) Bids shall remain valid for ninety (90) calendar days from the Bid Due Date. Kitsap Transit reserves the right to request extensions for Bid effectiveness. All Bids and submissions become the property of Kitsap Transit.

**2.15 Collusion:** By signing a Bid, the Bidder certifies that its Bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. If Kitsap Transit determines that collusion has occurred among Bidders, none of the Bids of the participants in such collusion will be considered. Kitsap Transit's determination shall be final.

**2.16 Bidder's Checklist:** Exclusive of any optional forms provided herein, the following document(s) MUST be completed, signed, and submitted as part of your Bid:

- \_\_\_\_\_ Section 5 – Bid Form
- \_\_\_\_\_ ESMS Packet
- \_\_\_\_\_ Manufacturer's Tire Warranty for each brand being offered
- \_\_\_\_\_ Warranty on Caps and Casings
- \_\_\_\_\_ Warranty or Service Guarantee for all types of services

Failure to provide any of the following may deem your Bid non-responsive and therefore invalid for consideration. All submissions become the property of Kitsap Transit.

**2.17 Non-Submittal:** Kitsap Transit would appreciate any potential Bidder determining not to submit a Bid response to this solicitation, to send an email to Jeff Chou stating the reason(s) why a Bid could not be submitted at this time.

**2.18 DATES FOR BID SUBMITTAL – \*\*PLEASE READ CAREFULLY\*\***

**Bid Submittal and Bid Opening**

All bids mailed, couriered or hand-delivered will be received only at the Kitsap Transit Administrative office located at **60 Washington Ave., Ste. 200, Bremerton, WA 98337 NO LATER THAN 2:00 p.m. March 27nd, 2018.** The Bidder accepts all risks of late delivery of mailed or couriered Bids regardless of fault. Oral, telephonic, telegraphic, electronic, or faxed Bids will not be accepted under any circumstance.

Immediately after the closing time for Bids, all Bids will be publicly opened, read aloud and recorded, irrespective of any irregularities or informalities in such Bid. The apparent low Bidder and the amount of their Total Bid Amount will be announced once all Bids have been opened. The record of Bids opened (Bid Opening Summary) will be made available for viewing at the Bid Opening and will be posted to the website(s) specified for all Bid Documents.

**2.19 Bid Modifications:** Bidders will not be allowed to alter Bids after the Bid submittal deadline. Submitted Bids may only be changed if a written request is received by Kitsap

Transit *before* the Bid submittal deadline. Such requests must be signed by an individual authorized to submit Bids on behalf of the company. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Nothing in this section shall be construed to permit the Bidder to alter its Bid after it has been submitted pursuant to the terms of this solicitation.

**2.20 Bid Withdrawal:** No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract Award is delayed for a period exceeding ninety (90) calendar days following Bid Opening. Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of ninety (90) days to provide Kitsap Transit the goods and services described herein, or until one or more of the Bids have been approved by Kitsap Transit, whichever occurs first.

**2.21 Bid Extension or Cancellation:** Kitsap Transit reserves the right to cancel this solicitation, or extend the Bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until Kitsap Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.

**2.22 Errors and Administrative Corrections:** Kitsap Transit will not be responsible for any errors in Bids. Kitsap Transit reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. Kitsap Transit may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.

**2.23 Rejection and Consideration of Bids:** Kitsap Transit, in its sole discretion, reserves the right to: Accept or reject any or all Bids, portions or parts thereof; Waive minor Bid errors, informalities, or immaterial irregularities when it is in Kitsap Transit's best interest and does not result in displacement of a low Bidder; Republish the call for Bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and Award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of Kitsap Transit. In consideration for Kitsap Transit's review and evaluation of its Bid, the Bidder waives and releases any claims against Kitsap Transit arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation of Bids submitted in response to this solicitation.

**2.24 Bidder Claiming Error Procedure:** If a Bidder realizes after Bid Opening that it has made a clerical, administrative or judgment error and wants to be relieved of its Bid obligations, the Bidder must notify Kitsap Transit in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of Award, and is accompanied by the Bidder's original worksheets used in preparing the Bid which demonstrate the error. If Kitsap Transit determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If Kitsap Transit determines the error does not lawfully allow relief, then Award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from



Bidding on the same project if a second or subsequent call for Bids is made for the project. Kitsap Transit reserves the right to request any Bidder to withdraw an unbalanced Bid.

**2.25 Tied Bids:** If two or more lowest responsive Bids are exactly equal, then a tie-breaker will be determined with a draw. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of Kitsap Transit shall draw one slip from the box and announce the name of the successful Bidder.

**2.26 One Bid Received Procedure:** If only a single responsive and responsible Bid is received, Kitsap Transit shall have the right, in its sole discretion, to extend the Bid Due Date for up to an additional sixty (60) days and/or to conduct a price or cost analysis on such single Bid. The single Bidder shall promptly provide all cost and pricing data, documentation and explanation requested by Kitsap Transit to assist in such analysis. By conducting such analysis, Kitsap Transit shall not be obligated to accept the single Bid and reserves the right to reject such Bid or any portion thereof.

**2.27 Bid Evaluation:** Bids will be evaluated on the Total Bid Amount for Large and Small tire categories. Kitsap Transit reserves the right to award to multiple vendors. Kitsap Transit also reserves the right to award both categories to one vendor if it is in Kitsap Transit's best interest. All category totals will be before applicable sales tax. Kitsap Transit reserves the right to award the Contract to the vendor that provides the agency the "best value" not necessarily the lowest vendor. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsible or their Bid is disqualified as being non-responsive. Kitsap Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.

**2.28 Calendar of Events**

Activity	Date
Invitation for Bids Published	March 12, 2018
Request for Approved Equal / Request for Clarifications Deadline	March 19, 2018 at 5:00 pm
KT's Response to Approvals / Clarifications Deadline	March 21, 2018
<b>BID DUE DATE</b>	<b>March 27, 2018 @ 2:00 pm</b>
Public Opening	March 27, 2018 @ 2:00 pm
Transit Board Award of Contract	May 1, 2018

## **2.29 Insurance Requirements:**

The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Kitsap 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. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by Kitsap Transit shall not be limited to the amount of the required insurance coverage.

a. **General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per occurrence.

b. **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per accident.

c. **Workers Compensation:** The Contractor and Subcontractor will secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract. If the Contractor and Subcontractor are qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

d. **Certificates and Policies:** Prior to commencement of services for this Contract, the Contractor shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the title of this Contract** and will state that the Contractor shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.

Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control.

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

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit.

The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

**2.30 Award of Contract:** Multiple bidders may be selected for Contract Award. An Award Recommendation Notice, setting forth Kitsap Transit's intent to recommend Contract Award to the vendor/s that provide Kitsap Transit with the "best value", will be sent to all Bidders and posted on the website(s) specified for posting of the Bid Documents. The recommendation will be voted upon by the Kitsap Transit Board of Directors in open public meeting on the date specified within the Notice. Upon receiving Board approval for Award of the Contract, Kitsap Transit will send a Final Notice of Contract Award to all Bidders and post it on the aforementioned website. Kitsap Transit reserves the right to make Award within ninety (90) calendar days from the Bid Due Date. Should Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon Bidder's acceptance.

**2.31 Contract Execution:** The Contractor must sign and return all requested documents to Kitsap Transit within ten (10) calendar days of receipt or Kitsap Transit may utilize their right to cancel the Award and go to the next lowest responsive and responsible Bidder.

**2.32 Bids as Public Record:** Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard Bids as public records which will be available for public inspection and/or copying following Contract Award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by Kitsap Transit prior to Contract Award in order to protect the integrity of the procurement process, unless otherwise required by law. All Bids will remain confidential until a Contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as "confidential" or "proprietary". Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. Kitsap Transit shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a Bid marked "Confidential", Kitsap Transit will notify the affected Bidder prior to releasing

such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, Kitsap Transit will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing Kitsap Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. Kitsap Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this sub-section.

**2.33 Bid Protests and Appeals:** See Attachment A

**END OF SECTION 2**

**INDEPENDENT CONTRACTOR AGREEMENT**

**TITLE:** {Product or Service being Purchased}

**TERM:** 12:01 a.m. PST on \_\_\_\_\_, 20xx through 11:59 p.m. PST on \_\_\_\_\_, 20xx

**PARTIES:****KITSAP TRANSIT**

60 Washington Ave Suite 200, Bremerton, WA 98337

Phone: 360-xxx-xxxx / Fax: 360-377-7086

Contact: {Kitsap Transit Project Manager}  
{Kitsap Transit Invoice and Billing Contact}

**CONTRACTOR**

Address

Phone: 360-xxx-xxxx / Fax: 360-xxx-xxxx

Contacts:

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20XX by and between the Kitsap Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

In consideration of the terms, conditions, covenants, and performance contained herein, Transit and Contractor agree as follows:

1. **Contract Documents:** This Agreement; **IFB XX-XXX**, Contractor's submitted Bid and any supplemental items, as accepted by Transit; All Addenda issued prior to and all modifications issued after execution of this Contract constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.
2. **Purchase and Sale:** Transit agrees to purchase, and the Contractor agrees to sell, **{PRODUCT OR SERVICE BEING PURCHASED}** in accordance with the Contract Documents attached herein by reference.
3. **Rate of Payment:** Is set forth on the Contractor's submitted Bid Form attached herein by reference. Transit shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.
4. The parties accept that this Contract is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The

parties also agree that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of all other provisions of this Contract.

### **1.00 ADDITIONS OR DELETIONS**

Transit reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid, and will be evidenced by issuance of a written contract Amendment issued by Transit in accordance with Article 6.00 below.

### **2.00 ASSIGNMENT**

Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of Transit nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of Transit. In the event consent is given by Transit to permit subletting, no such consent shall be construed as making Transit a party to such subcontractor or assignee, or of subjecting Transit to liability of any kind whatsoever, to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with Transit shall be made through the Contractor.

### **3.00 COMPLIANCE WITH LAWS AND REGULATIONS**

**3.01 General Requirement:** Contractor will at all times, at its sole cost and expense, comply with all applicable federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the work and services under this Contract.

**3.02 Registration:** The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Transit can enter into a contract with an Out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at [corps@sos.wa.gov](mailto:corps@sos.wa.gov).

**3.03 Licenses, Permits and Similar Authorizations:** Contractor, at no expense to Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, Contractor shall notify Transit immediately of such condition in writing.

**3.04 Taxes:** If applicable, Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No charge by Contractor shall be made for Federal

Excise Tax and Transit agrees to furnish Contractor with an exemption certificate where appropriate.

- 3.05 Wage and Hours Laws:** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

**4.00 CONFLICT OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT**

- 4.01** Transit employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special consideration or anything of economic value from any present or potential contractor, subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with Transit. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).

- 4.02 Current and Former Employees:** No current or former employee of Transit and their immediate family members, or agents, officers, and board members of Transit, may contract with, influence, advocate, advise, or consult with a third party about a Transit transaction, or assist with preparation of bids submitted to Transit while employed by Transit or after leaving Transit's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Transit employee. It is unethical for any Transit employee who is participating directly or indirectly in the procurement process to become or to be, while such a Transit employee, the employee of any person contracting with Transit.

- 4.03 Organizational Conflicts of Interest:** An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Transit; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Transit may prohibit the contractor and any of its subcontractors from participating in such related procurements/projects.

**5.00 CONFLICT AND SEVERABILITY**

- 5.01** In the event of conflict between the Bid Documents and the terms and conditions of the Contract, Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

- 5.02** In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications

thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

## **6.00 CONTRACT MODIFICATIONS**

- 6.01** No alterations or variances of any of the terms, conditions, delivery, price, quantities, or specifications of this Contract shall be effective without written consent of Transit. Oral changes, amendments or agreements are not permitted. When it is advantageous or necessary to modify the Contract Documents, either Transit or Contractor may initiate a Change Request in writing. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract.
- 6.02** Prior to becoming a contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Transit.
- 6.03** Contractor must assert its right to an adjustment under this clause by delivering a written change request to Transit which states the general nature and monetary extent of the claim. Transit may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If Transit requests a change, Contractor shall submit to Transit, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before Contractor gives written notice.
- 6.04** Any change exceeding twenty percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (CD 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

## **7.00 DELIVERY**

- 7.01** **Time:** Delivery must be made during normal working hours (M-F, 0800-1600). Prior to delivery, Contractor shall verify specific times of the Receiving Department and instruct carrier(s) to deliver accordingly. Failure to comply may subject Contractor to no delivery assessment charges. Transit reserves the right to refuse deliveries made after normal working hours. The acceptance by the Receiving Department of late deliveries, with or without objection or reservation, shall not waive the right to claim damage for such breach, nor preclude Transit from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
- 7.02** **Extension and Delays:** Transit reserves the right to extend delivery, postpone delivery, or reschedule delivery. No delay shall be granted in connection with the acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers or their agents.



**7.03 Shipping Terms:** Unless otherwise specified, all goods are to be shipped FOB Bremerton. Where specific authorization is granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier. Each invoice for shipping charges shall contain the original, or a copy, of the freight bill indicating that the payment for shipping has been made. Transit will not accept COD shipments.

**7.04 Location:** All deliveries will be made to the applicable delivery location that Transit so directs and in accordance to Interstate Commerce Commission rules or as indicated on any Purchase Order. When applicable, Contractor shall take all necessary precautions to safeguard Transit property during inclement weather.

## **8.00 DETERMINATION OF RESPONSIBILITY**

Should Contractor be determined to be in violation of federal, State, or local laws or regulations, Transit reserves the right to modify its initial determination of responsibility at the time of award and take other action as determined appropriate, including but not limited to termination of the Contract.

## **9.00 DEVIATION FROM CONTRACT**

Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of Transit.

## **10.00 DISPUTES**

**10.01 Decision of the Executive Director:** Except for bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights stated below. If the Executive Director does not issue a written decision regarding any contract controversy within seven (7) calendar days after Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, Contractor mails or otherwise delivers a written appeal to the Kitsap Transit Board of Commissioners. Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.

**10.02 Performance During Dispute:** Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

**10.03 Appeals:** Contractor may appeal the Executive Director's decision to the Kitsap Transit Board of Commissioners by submitting a written Notice of Appeal to the Kitsap Transit Board Chairperson within seven (7) calendar days of receipt of the Executive Director, or designee's, decision. The Executive Director, or designee's, decision shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of

actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. A three-member committee of the Kitsap Transit Board, as appointed by the Board, shall decide the appeal. Written argument must be submitted to the committee. The committee may affirm or reverse the decision of the Executive Director, or designee, or reverse the decision in part. The decision of the committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

**10.04 Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Kitsap Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Kitsap Transit and Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Kitsap County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Kitsap County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

**10.05** This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### **11.00 EMERGENCY, DISASTERS AND FORCE MAJEURE**

**11.01 Force Majeure Definition:** 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 nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. 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.

**11.02** The following shall be in effect during major emergencies or disasters: Contractor acknowledges that government agencies are procuring goods/services for benefit of the public. Contractor agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide these customers the requested goods/services in as timely a manner as practicable. Contractor and Transit agree that a major emergency or disaster includes, but is not limited to storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above. In the event Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, Contractor agrees to make such delivery as soon as practicable or shall immediately assist Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

**11.03 Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other 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.

**11.04 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.

## **12.00 ENFORCEMENT COSTS**

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

## **13.00 ENGLISH LANGUAGE**

All documentation and any other written, oral, or other communications required in the performance of the Contract shall be prepared using the English language as used throughout the U.S. If English is not the prevalent language used at the job site, a person fluently proficient in the other language(s) used and in English shall be available to the representative during all working hours for interpretation.

## **14.00 ERRORS AND OMISSIONS**

If, at any time during the performance of this Contract, Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any federal, State or local law, rule, or regulation, Contractor shall give immediate written notice thereof to Transit's Contracts Administrator. Until such written notification has been given and one business day has elapsed, any services performed by Contractor after such discovery will be done at Contractor's risk.

## **15.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS**

To the maximum extent permitted by law, Contractor shall defend, protect, indemnify and hold harmless Transit, its officers, employees and agents from and against any and all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of Transit, its officers, employees and agents, and the Contractor, or its 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 the 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 agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of Transit's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him or his employees against Transit for injuries in the performance of this Contract. The Contractor represents

that this waiver has been negotiated with Transit. Transit will give Contractor prompt notice in writing of the institution of any suit or proceeding and permit Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

#### **16.00 INSPECTION AND REJECTION**

**16.01** Transit's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, Transit will promptly notify Contractor thereof. If there are defects detected post-delivery, Transit will notify the Contractor with a description of such non-compliance.

**16.02** Within seven (7) days of receiving such written notification, Contractor shall provide Transit with a detailed written plan which indicates the time and methods needed to bring the work in compliance with the Contract. Without limiting any other rights, Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2) refund Transit the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If Transit rejects Contractor's written plan, Contractor may be determined to be in material default of the Contract.

**16.03** This procedure to remedy defects is not intended to limit or preclude any other remedies available to Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

#### **17.00 JOINT VENTURE CONTRACTOR**

In the event Contractor is a joint venture of two or more contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by Transit to Contractor under this Contract shall be well and sufficiently given to all persons being Contractor if given to any one or more of such persons.

#### **18.00 JURISDICTION LAWS AND VENUE**

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Kitsap County in the State of Washington.

#### **19.00 LIENS, CLAIMS AND ENCUMBRANCES**

All materials, equipment, or services performed or delivered by Contractor shall be free of all liens, claims, or encumbrances of any kind.

#### **20.00 NON-DISCRIMINATION**

**20.01** Transit is an Equal Opportunity Employer. With respect to performance under this Contract, Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.

**20.02** In all solicitations made by the Contractor for work to be performed under subcontract, including procurements of goods or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Transit may bar the Contractor from performing any services for Transit now, or in the future, unless a showing is made satisfactorily to Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

## **21.00 OWNERSHIP OF DOCUMENTS**

All documents, data, drawings, specifications, software applications and other products or materials produced by Contractor in connection with this Contract shall be the property of Transit. All such documents, products and materials shall be forwarded to Transit at its request and may be used by Transit as it sees fit. Contractor shall preserve the confidentiality of all Transit documents and data accessed for use in Contractor's work product.

## **22.00 PAYMENT**

**22.01** All payments under this Contract are considered reimbursement for goods delivered and services rendered. A request for payment is to be submitted with detailed documentation of the work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the work completed. **Pre-payments are not permitted.** Submitted pay requests must contain the following minimum information: 1) Contract Number; 2) Quantity, unit measure, unit price and item description, as appropriate, 3) appropriate PO number and 4) sales tax as a separate line item. Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, work orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.

**22.02** When performing any service in-house or delivering any product, Contractor must obtain a receiving signature from the Transit's receiving department personnel, or a designated Transit employee. Paperwork bearing such signature must be provided to approve payment of the invoice. Invoices, and all accompanying paperwork referencing to the invoice, shall be provided to Transit as soon as possible after the service is performed or an item is delivered.

**22.03** **Invoices shall be submitted to:** Kitsap Transit, Attn: Accounts Payable, 60 Washington Ave Suite 200, Bremerton, WA 98337.

- 22.04 Approval of Invoices:** Prior to approval of payment, the Transit Project Manager shall make verification of the materials received. Payment shall be based upon the unit prices submitted on Bid Form; Section 6, except as may be modified by written Amendment to the Contract.
- 22.05 Payment:** Will be made within thirty (30) days after acceptance and approval of invoices. Acceptance of such payment by Contractor shall constitute full compensation for all labor, supplies, materials, equipment and the use thereof, and for all other necessary expenses incurred by the Contractor in performance of the Work under this Contract. Prepayments are not permitted.
- 22.06 Payment does not imply acceptance of Work:** The granting of any progress payment or payments by Transit, or the receipt thereof by Contractor, shall not constitute in any sense acceptance of the Work or a waiver of Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Transit and shall in no way lessen the liability of the Contractor to remedy defective work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements and Scope of Work will be rejected and shall be replaced or remedied by Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

### **23.00 PERFORMANCE STANDARDS**

- 23.01** The word *service(s)*, as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 23.02** If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract document, federal, State, or local law, rule, or regulation, Contractor shall give immediate written notice thereof to Transit's Contracts Administrator. In the case of an emergency where Transit believes delay could cause serious injury, loss or damage, Transit may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, Contractor is responsible for all costs of remedying the defect and Transit will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.
- 23.03 Non-Performance of Services:** If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, Transit shall give written notice to Contractor and request that the Work be performed again in conformity with the Contract. Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the Transit Project Manager, or designee, and at no additional cost to Transit.

- 23.04** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Transit reserves the right to dispatch a third party contractor, or use Force Account through use of Transit employees at a rate equal to the employee's hourly rate plus administrative costs, to perform or otherwise resolve any unacceptable work or scope of service. Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third party contractor or Transit personnel. Transit will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- 23.05** After the first occurrence of any non-performance, Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 23.06** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by Contractor for Transit contracts may be rejected without consideration. Transit may also recommend the Contractor be removed from any Small Works Roster. Acceptance by Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

#### **24.00 PRICE COMPLETE**

- 24.01** The price quoted in Contractor's submitted bid includes all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture, assembly, delivery, warranty, schematics and drawings, if required, pursuant to the specifications in the Bid Documents.
- 24.02** It is the intention of the Specifications that the Contractor provides complete components and accessories of the type prescribed, ready for operation by Transit personnel. Any items omitted from the specifications which are clearly necessary for the expected operation of such equipment, although not directly specified in the specifications, shall be considered an integral part of the basic specifications of the equipment and shall be provided by the Contractor under this Contract.
- 24.03** All parts shall be new and in no case will be used (except for testing), reconditioned, or obsolete parts be accepted. Any one part shall be an exact duplicate in manufacture and design, and shall be furnished as specified.

#### **25.00 PRICE ADJUSTMENTS**

- 25.01** Under certain circumstances, Contractor may request price adjustments to the original rate submitted as the Contractor's bid. Any price adjustment the Contractor desires to request as a cost of running business may be filed with Transit's Contracts Administrator after the third year of the Contract has ended and a minimum of sixty (60) calendar days before the effective date of the proposed increase. In this event, Contractor must submit cost data and/or other documentation with their request that verifies their claim of an increased rate, or any other documentation that Transit deems necessary to determine through a cost analysis or audit, that any increase is fair and reasonable. Requests by the Contractor to increase pricing shall:

- 1) Be the direct result of increases at the manufacturer's level.
- 2) Be made in writing to Transit's Contracts Administrator and include satisfactory documentation to substantiate that the increase is consistent with current market conditions and that Contractor could not get a better price from another manufacturer or supplier.
- 3) Clearly identify the items impacted by the increase.
- 4) Not deviate from the original contract pricing scheme/methodology.
- 5) Reference U.S. published indices such as the Producers Price Index (PPI) for the commodity, the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price changes to help substantiate and document the Contractor's request.
- 6) Remain firm-fixed for at least one (1) year after the effective date of the adjustment made by written Amendment to the Contract. All other payment terms will remain in effect under the original Contract.

**25.02** Contractor's request for a price increase must not result in a twenty-five percent (25%) overall increase or greater cost to the Contract Amount, or annual cost to Transit. This is considered a "**CARDINAL CHANGE**". Such requests will be denied as they are forbidden by Federal and State procurement regulations and the Contract will need to be terminated and re-bid.

**25.03** Transit's acceptance of any proposed price increases will be incorporated into the Contract by written Amendment. Transit reserves the right to deny the Contractor's price increase request or terminate the Contract.

## **26.00 PROPERTY LIABILITY**

Unless otherwise provided for, Contractor assumes the risk of, and shall be responsible for, any loss or damage to Transit furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from Contractor's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. Contractor shall bear no liability for any negligent acts or abuse of property by Transit.

## **27.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR**

**27.01** The parties agree that an independent contractor relationship will be created by this Contract whereby, in the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Transit under chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.

**27.02** 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. The implementation of all services and the authority to control and direct the performance of the details of the work lies solely with the discretion of the Contractor; however, the results of the work contemplated herein must meet Transit's approval and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof.

**27.03** Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party



as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

**27.04** Contractor shall indemnify and hold harmless Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent contractor.

**27.05** Upon Contract execution ("Effective Date"), Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

## **28.00 REPRESENTATIVES**

**28.01 Transit Representatives.** The Purchasing Coordinator is Transit's designated representative for contract compliance. The Project Manager is the designated representative for performance compliance. Both are listed on the standard form of agreement, Page 1 of this Contract.

**28.02 Contractor Representative.** Contractor shall appoint a representative as the contract liaison agent through whom Transit will communicate with the Contractor. Contractor shall respond to all written communications from Transit representatives within seven (7) calendar days from receipt.

**28.03** Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

## **29.00 RISK OF LOSS AND TITLE**

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

## **30.00 SERVICE OF NOTICES**

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. Contractor agrees to provide copies of any notices given Transit to such other persons or entities as Transit may require from time to time.

## **31.00 STATE AND LOCAL LAW DISCLAIMER**

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and

the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

### **32.00 SUGGESTIONS TO CONTRACTOR**

Any plan or method of Work suggested to the Contractor by Transit, but not specified or required in writing under the Contract, if adopted or followed by Contractor in whole or part, shall be used at the risk and responsibility of Contractor and Transit shall assume no responsibility therefore.

### **33.00 SUPERVISION AND COORDINATION**

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by Transit to the representative or shall be binding on Contractor.

### **34.00 SUSPENSION OF CONTRACT**

Transit may at any time and without cause suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to Contractor. Transit will not be liable for any additional travel costs incurred by Contractor while the Work is suspended. Contractor shall resume performance within fifteen (15) calendar days of written notice from Transit.

### **35.00 WAIVER OF RIGHTS BY TRANSIT**

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. Transit shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by Transit. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

### **36.00 WARRANTIES**

**36.01** Contractor warrants that all workmanship and materials, including all parts and accessories whether manufactured by it or others, provided under this Contract are subject to all warranties or guarantees arising by operation of law and additionally conform to the requirements and specifications imposed by Transit or offered in the Contractor's bid, including any submitted Manufacturers' Warranty or workmanship guarantee. This warranty shall be in addition to any other express or implied warranties provided by this Contract or by law, and in addition to any other rights or remedies available to Transit under this Contract or by law. No provision in this Article shall be construed to limit the liability of the Contractor for work not performed in accordance with the Contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law. Acceptance of any service and inspection incidental thereto by Transit shall not alter or affect the obligations of Contractor or the rights of Transit. Any defects shall be immediately remedied by the Contractor. The termination of this Contract shall in no way relieve Contractor from its warranty responsibilities.

**36.02** Transit shall immediately give written notice to the Contractor of any defective goods or services discovered within said warranty period. If Contractor has not corrected the defect within thirty (30) calendar days after receiving the written notice, Transit, in its sole discretion, may correct the defect itself. In the case of an emergency where Transit believes delay could cause serious injury,

loss or damage, Transit may waive the written notice and correct the defect. In either case, Contractor is responsible for all costs of replacement and Transit will charge-back the cost for such warranty repair to Contractor, including shipping charges, regardless of who actually corrects the defect.

- 36.03 Product.** In addition to any standard Manufacturer's Warranty, Contractor shall furnish to Transit any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any materials, items or equipment used in the performance of the work. Such furnished products shall: Conform to the requirements and specifications herein; Be of good marketable quality of latest model and current date; Exclude surplus remanufactured and used products; Be fit for the known purpose for which they are sold; Be free and clear of all liens and encumbrances and that Contractor has a good and marketable title to same; Not infringe any patent, registered trademark or copyright; and Contractor agrees to hold Transit harmless in the event of any infringement or claim thereof. Acceptance of any item or service and inspection incidental thereto by Transit shall not alter or affect the obligations of the Contractor or the rights of Transit.
- 36.04 Price.** Contractor guarantees that prices of materials, equipment, and services set forth herein do not exceed those charged by Contractor to any other customer purchasing the same goods or services in like or similar quantities and under similar terms and conditions.
- 36.05 Remedies.** Contractor will maintain copies of all warranty information and shall cooperate with Transit to immediately facilitate any warranty related work to satisfactorily repair the condition, correct the defect, error, or non-conformity at Contractor's sole expense. Transit reserves the right to waive or take exception to its specifications if it is to the greatest advantage or best interest of Transit. Warranties shall not apply to work or materials that have been abused or neglected by Transit. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. The Transit Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.
- 36.06** Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Transit by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and subcontractors. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract. Required repairs not covered by the Manufacturer's Warranty because of the Contractor's deviation of the methods will be made by the Contractor at no expense to Transit.

### **37.00 ENTIRE CONTRACT**

The parties agree that this Agreement 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 Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

TRANSIT:

CONTRACTOR:

KITSAP TRANSIT  
60 Washington Ave., Suite 200  
Bremerton, WA 98337

Contractor  
Address  
City, State Zip

\_\_\_\_\_  
By: John W. Clauson  
Its: Executive Director

\_\_\_\_\_  
By: Person  
Its: Title

**PART 1 – INSTRUCTIONS**

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

**PART 2 – CONTRACTOR INFORMATION**

Business Name, as registered: \_\_\_\_\_

Type of Business (sole proprietorship, partnership, corporation, other) \_\_\_\_\_

Name & Title of person preparing Bid: \_\_\_\_\_

Mailing Address, including Zip Code: \_\_\_\_\_

Physical Address, including Zip Code: \_\_\_\_\_

Telephone/Fax Numbers, including Area Code: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

WA State Contractor Registration Number: \_\_\_\_\_

WA Unified Business Identification (UBI) Number: \_\_\_\_\_

WA Industrial Insurance Account Identification Number: \_\_\_\_\_

WA Employment Security Dept. Number: \_\_\_\_\_

WA State Excise Tax Registration Number: \_\_\_\_\_

DBE / OMWBE / MBE / SDB Certification Number(s): \_\_\_\_\_

**PART 3 – RECEIPT OF ADDENDA**

**3.1 Call Patrick Rogers Kitsap Transit, prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.**

**3.2** Receipt of the following Addenda is acknowledged:

Addendum No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

**3.3** No Addenda Received \_\_\_\_\_ (initial)

**PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE**

**4.1 I/WE CERTIFY**, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs for engines and delivery are included this Bid;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Kitsap Transit Board of Directors.
- ❖ That the submitted Bid will become part of the public record.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Printed Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**PART 5 – BID SHEET**

*Having carefully examined all documents for this Project and the availability of materials and labor we, the above signed Bidder, propose to perform all Work identified herein in strict compliance with the Specifications, Plans, terms and conditions contained within the Contract Documents for the amounts set forth below:*

SIZE	TYPE	MAKE	CATEGORY	On Hand Quantity Required	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	Extended Cost
12R22.5	New	Goodyear G149 STEEL RIM	Large Tire	4	27		
12R22.5	New	Goodyear G149 Alum. Rim	Large Tire	6	43		
B275/70R 22.5	New	Metro Miler	Large Tire	6	15		
305/85R/22.5	New	Metro Miler	Large Tire	4	10		
11R22.5	New	Michelin XZE	Large Tire	2	10		
12R22.5	Recap	Goodyear G149 Alum. Rim	Large Tire	10	230		
12R22.5	Recap	STEEL RIM	Large Tire	8	67		
12R22.5 ECLSST	Recap	Trailer Cap	Large Tire	6	83		
B275/70R 22.5	Recap	ALUMINUM RECAP/Metro Miler	Large Tire	6	2		
305/85R/22.5	Recap	Metro Miler	Large Tire	4	10		
11R22.5	Recap	Michelin XDA2	Large Tire	2	10		
						<b>Large Tire Total</b>	\$
LT225/75R16	New	MICHELIN M&S	Small Tire	8	92		
LT225/75R16	New	Goodyear cooper A/T3	Small Tire	12	123		
LT245/75R16	New	Goodyear Wrangler SRA	Small Tire	6	64		
LT225/75R16	New	Goodyear cooper A/T3	Small Tire	8	92		

LT225/75R16	New	GY Load E Wrangler SR-A	Small Tire	4	25		
LT245/75R16	New	GY Load E Wrangler SR-A	Small Tire	4	15		
LT225/75R16	New	Michelin LTX M&S	Small Tire	6	78		
195/75R16C	New	HANKOOK DYNA PRO HT	Small Tire	6	10		
235/65R/16C	New	HANKOOK DYNA PRO HT	Small Tire	6	10		
LT225/70R19.5	New	Continental HSR	Small Tire	2	10		
LT265/75R16	New	Michelin LTX m/S	Small Tire	4	10		
LT245/70R19.5	New	Goodyear G647 RSS	Small Tire	2	10		
P175/65R14	New	Goodyear Integrity	Small Tire	2	10		
ST205/75R15	New	Goodyear Marathon	Small Tire	2	10		
						<b>Small Tire Total</b>	\$
		<b>SERVICES</b>				<b>UNIT PRICE</b>	
MOUNTING Per Wheel						\$	
DEMOUNTING Per Wheel						\$	
FLAT REPAIR Per Tire:							
In Shop						\$	
Road						\$	



SPOT REPAIR						\$	
VALVE STEMS & RUBBER SEALS						\$	
VALVE EXTENSIONS						\$	

**\*Services will be evaluated to determine if the pricing is “fair and reasonable” but will not be used to determine award.**

**PART 6 – REFERENCES**

All Bidders must provide three (3) references of similar projects that they have worked on in the last five (5) years; municipality references preferred.

**Reference #1:**

Customer/Agency: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Were you the prime contractor? \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Brief Description of project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Reference #2:**

Customer/Agency: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Were you the prime contractor? \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Brief Description of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reference #3:**

Customer/Agency: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Were you the prime contractor? \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Brief Description of project: \_\_\_\_\_

\_\_\_\_\_

**END OF SECTION 4**

**NON-COLLUSION**

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

**CONFLICTS OF INTEREST & ANTI-KICKBACKS**

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Kitsap Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Kitsap Transit may require.
2. No officer, employee, Board member, agent of Kitsap Transit, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

**CONTINGENT FEES AND GRATUITIES**

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

**SEGREGATED FACILITIES**

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated

by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

**DEBARMENT AND SUSPENSION**

The Bidder 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 (3) year period preceding this Bid 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 in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

**If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.**

***Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.***

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 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

\_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date

Printed Name & Title \_\_\_\_\_

Company Name \_\_\_\_\_

| Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public in and for the State of \_\_\_\_\_,

residing in \_\_\_\_\_

Signature \_\_\_\_\_

**\*\*THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID\*\***

# **ATTACHMENT A**

## **Complaint Policy / Protest and Appeal Policy**

### **A. Purpose**

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

### **B. Complaint Policy**

#### **Who May Submit a Complaint**

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

#### **Timing of Complaint**

Complaints must be received five business days prior to bid response deadline.

#### **Basis of Complaint**

Complaints must be based on the following criteria:

1. The solicitation unnecessarily restricts competition
2. The solicitation evaluation process is unfair or flawed
3. The solicitation requirements are insufficient to prepare a response

#### **Complaint Form and Content**

1. Complaints must be in writing
2. Complaints must be addressed to the Purchasing Coordinator
3. Complaints must clearly articulate the basis for the complaint
4. Complaints must include proposed remedy

#### **Kitsap Transit Response to Complaint**

The Purchasing Coordinator will respond to complaints in writing within three business days of receipt.

### **C. Protest and Appeal Policy**

#### **Who May Protest or Appeal**

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

#### **Timing of Protest**

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

### **Basis of Protest**

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

### **Protest Form and Content**

1. Protests must be in writing
2. Protests must be addressed to the Purchasing Coordinator
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

### **Protest Procedure**

A protest must be filed with Kitsap Transit's Purchasing Coordinator within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Purchasing Coordinator will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

### **Appeal Procedure**

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and the procurements originating Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director and general counsel will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

### **Failure to Comply with Requirements**

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

### **Protests to the Federal Transit Administration**

When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor or service provider may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to Kitsap Transit's (1) failure to have followed its protest procedures, (2) failure to review a complaint or protest, or (3) violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

1. A protest must be filed with the FTA no later than five business days after the Protesting Vendor exhausts Kitsap Transits protest and appeal procedures.
2. A protest to FTA must be filed in accordance with FTA Circular 4220.1F, as amended.

### **Exhausted Administrative Remedies**

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

## Attachment B

**IFB KT 18-594**

**SCOPE OF WORK**

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KITSAP TRANSIT is requesting bids for the following:

1. Supplying New Tires
2. Recapping Existing Tires
3. Supplying Virgin Casings
4. Mounting / Demounting Services
5. Flat Repair
6. Related Parts and Services

Tires may be purchased by KITSAP TRANSIT through the Washington State Dept. of Enterprise Services WSCA contract if this request for bids does not demonstrate that KITSAP TRANSIT can obtain the tires it requires at a comparable or better price than the "net state price list".

The successful bidder must be an authorized dealer for whatever tire and cap it bids.

Kitsap Transit reserves the right to award a contract for the bid as a whole or by the following two (2) Categories: (1) Large Tires and (2) Small Tires depending on whichever method results in the lowest overall cost to Purchasers. Separate awards will be considered only if the price offered is great enough to offset additional costs inherent to multiple contracts. Bidders are not required to bid on all categories included in the bid.

Any equivalent tires other than those listed on the bid sheet **must be submitted for approval in advance of bid submittal**. All requests must be submitted in writing, see "Approved Equals" elsewhere in this specification.

The successful bidder must provide storage for an adequate number of new tires and tire casings for recapping to provide the services and response times required by this contract. This will include all recappable casings belonging to KITSAP TRANSIT. The successful bidder must be able to provide a minimum of ten (10) tires or caps of each type that KITSAP TRANSIT has specified in this contract within twenty-four (24) hours of request.

Tires must be compliant with Federal Motor Vehicle safety Standards, show DOT mark, manufacturer's plant code, and date of manufacture. **A copy of manufacturer's tire warranty is to be included with each bid.**

The successful bidder will maintain the following minimum quantities of mounted and ready to use tires at the KITSAP TRANSIT facility in Bremerton on a weekly basis. See *bid form* for the required quantities on hand.

On site inventory quantities shall be reviewed periodically and changed as appropriate.

Recapping services needed are as follows:

1. 12R/22.5 traction tires must be recapped with Ultra Drive, or (approved equal) possessing a minimum tread depth of 21/32.

A sample of the "cap tread" must be submitted with the bid. The Kitsap Transit Vehicle Maintenance Director must approve prior to contract being awarded.



2. 12R/22.5 tag axle tires must be recapped with ECL, or (approved equal) possessing a minimum tread depth of 15/32. A sample of the "cap tread" must be submitted to the Kitsap Transit Vehicle Maintenance Director for approval prior to contract being awarded.

#### Kitsap Transit Capping Requirements

1. For the purpose of having tires that match, casings must be Goodyear, General, Toyo, Yokohama, Bridgestone or Michelin and must be virgin casing radials.
2. All caps must have new tread that will fit face of tire.
3. All casings must have an Electronic Liner Inspection before capping to assure quality.
4. Prior to bid award and/or Agreement being signed, KITSAP TRANSIT will inspect the Contractor's facility to ensure that an Electronic Liner is being used.
5. If bead damage other than by heat or usage occurs, Contractor will be responsible for replacing the casing.
6. Rejected casings will be returned upon request to KITSAP TRANSIT for inspection and approval, and then disposed of by Contractor.
7. No tire which has a sidewall repair is to be recapped.

#### Storage of 12R X 22.5 Casings

1. Contractor must be able to store a minimum of twenty-five 12R 22.5 casings at any time.
2. Stored tires must be available for inspection at all times.

#### Tracing of all Tires

1. Contractor will be responsible for tracking tires and providing invoices for all transactions done with KITSAP TRANSIT.

#### Mounting and Demounting of Tires

1. KITSAP TRANSIT will electronically transmit an order to the Contractor prior to the on-site tire service.
2. KITSAP TRANSIT requires that new valve stems and rubber seals be changed with each new tire mount.

#### Tire Repair

1. No repairs are to be done to the sidewall of any tire.

Bidder shall provide tire-size equivalency with metric sizes.

KITSAP TRANSIT reserves the right to delete or add additional types and sizes of tires to the list as the composition of its fleet changes.

Wheels shall be in presentable condition when reused with new and recapped tires.

KITSAP TRANSIT's hours of operation are from 4:30 a.m. to 11:30 p.m., weekdays; and 8:30 a.m. to 6:30 p.m. on Saturdays; therefore, service may be required at any time during hours of operation.

All bids are to show the net price, FOB, Bremerton, Washington.

Vendor billings to KITSAP TRANSIT must be keyed to the price list and bid sheet for ease of price verification by KITSAP TRANSIT.

KITSAP TRANSIT is exempt from the payment of federal excise tax.

Contractor will supply license and proper documentation of waste tire disposal.

**SUBSTITUTIONS:** After Agreement is signed between Kitsap Transit and Contractor, KITSAP TRANSIT will not accept substitutions without prior written approval by Contracting Officer or his/her designee.

**REFERENCES**

KITSAP TRANSIT reserves the right to require letters of reference from four commercial businesses with whom the proposed contractor has done business in the last three years.

**DELIVERY**

KITSAP TRANSIT will not pay delivery or freight from Contractor's facility to KITSAP TRANSIT facility.

**INSURANCE**

Contractor must meet all insurance requirements found elsewhere in this specification. Certificates of insurance shall be provided to Kitsap Transit within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with agreement.



Environmental Management System Contractor/Supplier/Vendor Management

## **CM 4.4.6 (3a) Environmental Activities Manual Briefing Package**

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### **Requirements**

- 1.0 Introduction**
- 2.0 General Environmental Management Procedures**
- 3.0 Waste Disposal**
- 4.0 Equipment Decommissioning**
- 5.0 Water Discharges**
- 6.0 Material Storage/Spills**
- 7.0 Storm Water Management**
- 8.0 PCBs**
- 9.0 Asbestos**
- 10.0 Lead**
- 11.0 CFCs**
- 12.0 Contractor Environmental Activity Review**
- APP Kitsap Transit Environmental Policy**

## 1.0 Introduction

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for Kitsap Transit. The information presented in these guidelines has been developed in response to the Environmental Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions.
- 1.2 An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of Kitsap Transit who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within Kitsap Transit. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 Kitsap Transit operates an ESMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, vendors, and suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact Kitsap Transit at 360-479-6962.

## 2.0 General Environmental Management Procedures

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Safety Data Sheets (SDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of Kitsap Transit.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 Contractors will immediately notify Kitsap Transit of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Kitsap Transit Spill/Release Tracking form.
- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. They are responsible for keeping the site clean and orderly throughout the project. The removal of trash, etc. generated by the contractor's activities, or the activities of its employees is the contractor's responsibility.
- 2.9 Contractors will not engage in any excavation activities on site without the prior approval of Kitsap Transit.

## 3.0 Waste Disposal

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 Kitsap Transit must be informed of all generated hazardous waste streams before a waste is generated and collected on site.

- 3.3 Kitsap Transit must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (SDS's, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.
- 3.7 Contractors will be responsible for providing waste disposal method(s) including recycle documentation, if applicable.

#### 4.0 Equipment Decommissioning

- 4.1 All equipment will be thoroughly inspected by the contractor for fluid leaks or the release of other hazardous materials prior to removal from the job site.
- 4.2 Disposal of any waste generated will be handled in accordance with Section 3.0 above.

#### 5.0 Water Discharges

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of Kitsap Transit.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that Kitsap Transit approves discharges to sewers, the appropriate wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

#### 6.0 Material Storage / Spills

- 6.1 There will be no outside storage of any materials without the consent of Kitsap Transit.
- 6.2 Approved outside storage areas for chemical materials must be equipped with **non-earthen** secondary containment equal to 110% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA Hazard Communication Standard. This includes the complete contents of the container and the primary hazard.
- 6.4 The contractor will have available the safety data sheets (SDS's) for all chemical products in use at all times that their employees are working on site. SDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 6.7 Contractors will immediately notify Kitsap Transit in the event of a reportable spill or release of hazardous material, and will follow up submitting a completed Spill/Release Tracking form.

#### 7.0 Storm Water Management

- 7.1 No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 7.2 Solids must be prevented from entering storm and/or sewer drains. Roadways and outside areas must be kept clean.

- 7.3 The contractor will install storm water control measures such as drain covers, silt fences and/or straw bales to control the solids entering storm drains from erosion or other processes.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 Erosion and Sediment Control permits will be obtained from Kitsap County where required.

## **8.0 Polychlorinated Biphenyls (PCBs)**

- 8.1 If a material is suspected to have PCB contamination, Kitsap Transit is to be notified.
- 8.2 All PCB removals shall be coordinated by Kitsap Transit .
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

## **9.0 Asbestos**

- 9.1 Contractors will contact Kitsap Transit prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

## **10.0 Lead**

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by Kitsap Transit.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

## **11.0 Chlorofluorocarbons (CFCs)**

- 11.1 Contractors working on a project that involves the potential release of CFCs will provide copies of employee training certificates to Kitsap Transit upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

## **12.0 Contractor / Supplier Environmental Review Questionnaire**

- 12.1 Contractors are to submit the following forms (Environmental Checklist and Environmental Activity Statement) which contain written information outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations. This must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.



## EP 4.2 (2e)

## Environmental Policy

The mission of Kitsap Transit is to provide safe, reliable and efficient transportation choices that enhance the quality of life in Kitsap County. The protection of the environment is one of the most important responsibilities any organization can undertake and Kitsap Transit has made that commitment.


It is Kitsap Transit's goal to carry out this mission in a way that establishes Kitsap Transit as a local, regional, and industry leader in environmental and sustainability management. As such, Kitsap Transit commits to implementing a formal Environmental and Sustainability Management System (ESMS) that will develop procedures and practices to continually improve in environmental awareness and prevention of pollution.

By enacting this Environmental and Sustainability Management System, Kitsap Transit will:

- Provide a framework for setting and regularly reviewing environmental and sustainability goals, objectives and targets.
- Keep environmental protection and sustainability in the forefront during the planning stages of new programs, construction, and in all work conducted at Kitsap Transit.
- Comply with applicable legal requirements and with other requirements to which the organization subscribes which relate to its environmental aspects.
- Minimize significant environmental impacts identified in the ESMS by establishing environmental and sustainability objectives, targets, and programs.
- Evaluate the effectiveness of Kitsap Transit's environmental performance through the periodic comprehensive review of Kitsap Transit's ESMS to ensure that established objectives, targets, and programs are met.
- Provide necessary training, education, and information to all Kitsap Transit staff and those working on Kitsap Transit's behalf in order to successfully carry out this policy in daily responsibilities and work functions.
- Maintain a commitment to continual improvement and prevention of pollution.

This policy will be communicated to all persons who work for, or on the behalf of Kitsap Transit, and will be available to the general public. It will be reviewed annually and, when necessary, revised.

  
John Clauson, Executive Director

  
Ellen Gustafson, Operations Director

## CM 4.4.6 (2a) Contractor Management Environmental Checklist

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**THIS FORM MUST BE COMPLETED AND RETURNED TO KITSAP TRANSIT WITH YOUR QUOTE AND/OR BID PACKET and BEFORE THE CONTRACTED WORK CAN BEGIN.**

CONTRACTOR NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

**Will the contracted activity, service, or purchase include any of the following?**

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Air Heating and Supply	Yes	No	
Mobile Transportation, such as forklift or carts	Yes	No	
Construction Activities	Yes	No	
Excavation or Grading	Yes	No	
Drilling or Blasting	Yes	No	
Rock Crushing	Yes	No	
Demolition	Yes	No	
Welding or Soldering	Yes	No	
Painting	Yes	No	
Asphalt Painting	Yes	No	
Use of Storage of Chemicals or Fuels	Yes	No	
Transfer of Bulk Materials	Yes	No	
Disposal of Chemical Wastes	Yes	No	
Disposal of General Wastes including any certificates of Recycling	Yes	No	

If yes, please describe waste streams:



<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Architectural Paint Removal	Yes	No	
Architectural Painting	Yes	No	
Hydro blasting	Yes	No	
Sandblasting	Yes	No	
Surface Preparation/Treatments such as floor and roof repair	Yes	No	
Purging or repair of distribution lines such as those for fuel, oil, or solvents	Yes	No	
Use of chemicals, solvents, caustics, acids, oils etc.	Yes	No	
Use of herbicides, pesticides, or insecticides	Yes	No	
Use or receipt of chemical materials	Yes	No	
Generation and disposal of chemical wastes generation of sealers, adhesives, coatings, or paints	Yes	No	
Welding, soldering, brazing, or similar activities	Yes	No	
Use of caustics or acids	Yes	No	
Use of combustion gases List type of gases:	Yes	No	
Use of Fuels List type of fuels:	Yes	No	
Laboratory installation	Yes	No	
Medical Waste	Yes	No	
Discharge to Storm Drains	Yes	No	

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Additional Comments:

# Contractor/Supplier/Vendor Environmental Activity Statement

**This form must be completed, signed and returned with the quote and/or bid packet and before the contracted work can begin.**

## Information:

Company Name: \_\_\_\_\_

Contact: First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Sec. Phone: \_\_\_\_\_

## Activities or Work Description:

Kitsap Transit site: \_\_\_\_\_

Briefly describe the activities or work to be undertaken by your company at the Kitsap Transit site.

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## Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

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## Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

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**Materials:**

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work? Will storage of material be required? If yes, proper containments must be used.

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**Training:**

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

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**Waste Generation:**

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method including recycle documentation, if applicable.

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Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled and provide recycle documentation.

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**Energy:**

Will the activities or work consume energy? (electricity, compressed air, natural gas, steam, etc.) YES or NO

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

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**Other:**

Are there any other ways in which your activities will affect or protect the environment? YES or NO

If YES, please describe below.

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## Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request. Kitsap Transit will communicate applicable changes of the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact Kitsap Transit at 360-479-6962.

## Environmental Compliance Certification

The Contractor \_\_\_\_\_ certifies that it has read and completed Kitsap Transit's Environmental Activities Manual Briefing Package. The Contractor also certifies:

- It will comply with all requirements set forth in the package.
- It will implement, maintain and actively monitor the preventative measures described for each potential environmental hazard.
- That all costs associated with compliance are contained in their Bid pricing.
- That the preventative actions described are complete to the best of their knowledge.
- That all certificates of recycle, disposal and other "cradle-to-grave" documentation will be presented to Kitsap Transit before final payment can be processed.

**If the Bidder is unable to certify to any of the statements in this certifications, the Bidder shall attach an explanation of the section. Failure to sign and return this form may result in your Bid being considered non-responsive.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



### Kitsap Transit Review and Approval

A review of the above-submitted document has been found to be:

COMPLETE – approved, no further action is needed.

INCOMPLETE – a response must be received by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_