



60 Washington Ave, Suite 200  
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## INVITATION FOR BIDS

### TWO (2) MTU 16V4000M65L MARINE ENGINES

**IFB # KT 21-733**

**November 29, 2021**

**BIDS DUE DECEMBER 14, 2020 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, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000-d4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act; hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an Award.

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



## Bidder's Checklist

Solicitation Number: KT 21-733
Solicitation Name: Two (2) MTU 16V4000M65L Marine Engines
Due Date and Time: December 14, 2021 @ 2:00 PM

The following checklist is provided as a guide to all documents and exhibits that **MUST** be submitted with your Bid to be considered responsive and complete. Failure to provide **ANY** of these documents could render your Bid nonresponsive and may cause it to be rejected.

Bid Form Part 1-5; signed	

I, the below signee, have reviewed this checklist and have provided all of the requested documents. I understand that failure to provide the requested documents could render my Bid non-responsive and may cause its rejection.

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

Printed Name and Title: \_\_\_\_\_

**KITSAP TRANSIT REQUIREMENTS:**

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**EXHIBITS:**

**EXHIBIT A**            Scope of Work and Specifications

**END OF TABLE OF CONTENTS**

**INVITATION FOR BIDS****KT # 21-733 Two (2) MTU 16V4000M65L Marine Engines**

**Scope of Work:** The Work consists of supplying and delivering two (2) new MTU 16V4000M65L marine engines. The engines meet the specifications list in the Scope of Work and Specification section of this solicitation. Engines shall be delivered FOB Bremerton Washington.

**Pre-Bid Meeting:** A pre-bid site visit isn't being offered for this project.

**Pre-Bid Questions:** All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing and received by **5:00 PM December 7, 2021** via e-mail to: [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com).

**Plan Holder's List:** Email Patrick Rogers at [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) to have your firm added to the Plan Holder's List to automatically receive updates, addenda and other project information.

**Time for Completion:** Bidders shall provide an estimated number of Calendar Days to delivery ARO.

**Bid Due Date:** Bids will be received at via email at: [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) until **2:00 PM on December 14, 2021**. When the official clock reads 2:00:01 PM, Bids are considered late and will not be considered for award. Immediately following the submission deadline, bids will be opened and recorded. All Bidders will receive a copy of the official Bid Opening Log by end of day December 14, 2021.

**EQUAL OPPORTUNITY:** It is Kitsap Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Bids.

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

## 2.1 Definitions:

**Addenda:** A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

**Bid/Proposal:** The offer of a Bidder on a properly completed Bid Form to perform the Contract.

**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

**Contract:** The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, various certifications and affidavits, supplemental agreements, change orders, and all Contractor.

**Contractor:** means the Successful Bidder who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

**IFB:** is an abbreviation meaning Invitation for Bids.

**Subcontractor:** An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

**Successful Bidder:** means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made

**Surety:** A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

**Work:** The provisions of all labor, materials, tolls, equipment and everything needed to successfully complete a project according to the Contract.

## 2.2 Reserved:

## 2.3 Questions and Requests for Information: **ALL** Pre-Bid inquiries, requests for information, clarification, and product or material substitutions during the solicitation period must be submitted in writing before **5:00 PM on December 7, 2021**. Send all inquiries to: [patrickr@kitsaptransit.com](mailto:patrickr@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.

Kitsap Transit will provide an official written response to Bidder questions received by the respective deadline in the form of an Addendum. Only the addenda issued by Kitsap Transit shall modify the solicitation documents. All Addenda shall become part of the IFB and the subsequently awarded Contract.

Bidders shall acknowledge receipt and review of all Addenda issued during the Bid period in the space provided in Section 6 Bid Form. Failure to acknowledge any/all addenda may be cause for Bid rejection.

## 2.4 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 based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, permits, ordinances, industry standards or resolutions.

- 2.5 Bid Forms:** Kitsap Transit will accept only those Bids properly executed on the physical forms provided in this solicitation, unless Kitsap Transit states differently in writing. Bidders shall complete spaces on the Bid Form that calls for unit prices, extensions, the total Bid amount, signatures, date, acknowledgement of Addenda and the Bidder's address. The required certifications are included as part of the Bid Form.
- 2.6 Preparation of Bids:** 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 everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents.

All freight charges shall be included in the Bid price and should be (FOB) to:

**Kitsap Transit  
2526 6<sup>th</sup> Street  
Bremerton WA 98337**

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 shall remain valid for at least 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.

**2.6 Reserved:**

- 2.7 Delivery of Bids:** Bids must be submitted via email to: [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) .

Bids that are properly received will be publicly opened and read aloud. The Procurement Officer shall record all properly received bids and announce the apparent low bidder. Late Bids will be rejected.

- 2.8 State Sales Tax:** Kitsap Transit is subject to Washington State retail sales tax unless otherwise stated below. All invoices shall include a line item that clearly defines the retail sales tax to be paid by Kitsap Transit. Kitsap Transit will not adjust its payment if the Contractor bases a Bid on a misunderstanding of tax liability.

Kitsap Transit, at the request of the Washington State Department of Revenue, may deduct from its payments to the Contractor, retainage or lien the bonds, in the amount the Contractor owes the State, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf.

- 2.8.1 RCW 82.08.0285 Ferry Vessels:** RCW 82.08.0285 provides for a retail sales tax exemption on labor and materials that "become a component part" of a ferry vessel. The Awarded Vendor will receive a signed DOR Buyer's Retail Sales Tax Exemption Certificate at the time of Contract signing.

- 2.9 Bid Evaluation:** Bids will be evaluated on the Total Bid Amount before applicable Sales Tax. 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-responsive 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.
- 2.10 Identical Bid Totals:** If two or more lowest responsive Bids are exactly equal, the 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.
- 2.11 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.
- 2.12 Reserved:**
- 2.13 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.
- 2.14 Bid Withdrawal:** No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract Award is delayed for a period exceeding sixty (90) calendar days following Bid Opening. Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of sixty (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.
- 2.15 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.
- 2.16 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.
- 2.17 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.

- 2.18 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.
- 2.19 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 2021 is 2.93%, the full text of which may be found at:  
<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf>.
- 2.20 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.
- 2.21 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>.
- 2.22 Reserved:**
- 2.23 Award of Contract:** Only one Bidder will be selected for Contract Award. An Award Recommendation Notice, setting forth Kitsap Transit's intent to recommend Contract Award to the lowest responsive and responsible Bidder, will be sent to all Bidders.
- 2.24 Contract Execution:** The Contractor must sign and return all requested documents to Kitsap Transit within ten (10) calendar days of the Award Date. After execution, one (1) original signed Contract will be returned to Kitsap Transit with all requested documents. The Bidder should already have preparations in place with their insurance agent and Surety in order to expedite the required documents. Failure to execute the Contract is the time allotted grants the authority to cancel the Award and move to the next lowest responsive and responsible Bidder.
- Kitsap Transit will then issue a Notice to Proceed/Purchase Order. The Contractor assumes all risk for any Work begun before receipt of the said notice.
- 2.25 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.

## **2.26 Bid Protests:**

### **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 an independent 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 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**

The vendor or service provider shall only appeal to the FTA pursuant to violations of federal law or regulation.

**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.

***Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.***

**END OF SECTION 2**

All Purchase Orders (POs) issued by Kitsap Transit contain the following terms and conditions, and also incorporated herein by reference all terms and conditions contained in any Agreement between the parties, Invitation to Bid, Request for Proposal, Request for Quotes and Quotes provided by the vendor; specifications; plans; and published applicable rules and regulations of Kitsap Transit (KT), The Federal Transit Administration and the laws of the State of Washington.

**Definitions:** PURCHASER is Kitsap Transit. VENDOR is a company from which goods or services are purchased.

**Acceptance of Terms:** Performance of any work by VENDOR will constitute acceptance to all terms and conditions listed which are a condition of KT's obligation to pay.

1. **IDENTIFICATION:** All invoices, packages, shipping notices, instruction manuals and other written documents affecting this order shall contain the applicable Purchase Order number. Packing lists shall be enclosed in each box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
2. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the PURCHASER.
3. **SHIPPING INSTRUCTIONS:** All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. VENDOR agrees to prepay all shipping charges and bill as a separate line item on the invoice. KT reserves the right to refuse COD shipments. VENDOR shall bear the risk of loss or damage to the goods until accepted by KT.
4. **DELIVERY:** Deliveries are accepted Monday thru Friday, from 8 AM to 3 PM, unless prior arrangements have been made with KT staff. All deliveries must have a KT employee's signature verifying receipt of the delivery. KT may refuse payment of invoices received without a signature to verify proof of delivery. The PO is subject to termination for failure to deliver as specified.
5. **PAYMENT:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of a proper invoice. All payments and cash discounts shall be computed from the date of delivery of completion and acceptance of the material, or from the date of receipt of invoice whichever is latest. The PO number must be noted on all invoices.
6. **TAXES:** VENDOR shall pay all taxes that may arise out of its sale of the goods and services to KT. KT agrees to pay all State of Washington sales tax or Use taxes unless otherwise indicated or otherwise agreed upon between the parties. KT will provide VENDOR any applicable exemption certificates. KT is exempt from federal excise tax.
7. **LIENS, CLAIMS, AND ENCUMBRANCES:** VENDOR warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims or encumbrances of every kind.
8. **REJECTION:** All goods or materials purchased herein are subject to approval by the PURCHASER. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the PURCHASER or returned will be at VENDOR's risk and expense.

9. **DEFAULT:** The **VENDOR** covenants and agrees that in the event suit is instituted by the **PURCHASER** for any default on the part of the **VENDOR** and the **VENDOR** is adjudged by a court of competent jurisdiction to be in default, he shall pay to the **PURCHASER** all costs, expenses expended or incurred by the **PURCHASER** in connection therewith, and reasonable attorneys' fees.
10. **WARRANTIES:** **VENDOR** represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. **VENDOR** shall transfer all warranties to **KT**.
11. **INFRINGEMENTS:** **VENDOR** warrants that **KT's** purchase, installation, and /or use of the goods covered hereby will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. **VENDOR** shall indemnify and hold **KT** harmless from and against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature, including without limitation reasonable attorneys' fees (without waiver of **VENDOR's** obligation to indemnify **KT** hereunder), arising from or out of any breach of the foregoing warranty.
12. **EQUAL EMPLOYMENT OPPORTUNITY:** It is Kitsap Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or gender in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Bids.
13. **GOVERNING LAW/VENUE:** The laws of the State of Washington shall govern this order, and the venue of any action brought hereunder may be laid in or transferred to the County of Kitsap, State of Washington.
14. **TERMINATION:** (i) The parties may terminate this PO by mutual agreement. (ii) The **PURCHASER** may terminate this PO at any time with written notice to **VENDOR**. Upon receipt of the written notice, **VENDOR** shall stop performance, and the **PURCHASER** shall pay **VENDOR** for goods delivered and accepted. (iii) **PURCHASER** may terminate this PO at any time if the **PURCHASER** fails to receive funding, appropriations, or other expenditure authority. (iv) If **VENDOR** breaches any PO provisions or is declared insolvent, the **PURCHASER** may terminate this PO for cause with written notice to **VENDOR**, and **VENDOR** shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provide in the UCC.
15. **ATTORNEY'S FEES AND COSTS:** In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals thereof.

**END OF SECTION 3**

The Contract for this procurement shall include, in order of significance:

- Kitsap Transit Solicitation KT 21-733 including clauses, terms and conditions and exhibits
- Any Addenda that are released subsequently amending solicitation KT 21-733
- The Awarded Firms offer
- Kitsap Transit Purchase Order (terms and conditions of the Purchase Order are included in the solicitation documents)

**End of Section 4**

**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): \_\_\_\_\_

Dunns Registration Number: \_\_\_\_\_

**PART 3 – RECEIPT OF ADDENDA**

**3.1 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: \_\_\_\_\_

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 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.

**4.2 I/WE GUARANTEE** to complete the Work following receipt of a Notice to Proceed/ Purchase Order, should I/We be the successful Bidder.

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

\_\_\_\_\_  
Date

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

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

**PART 5: Schedule of Values:**

*Having carefully examined all documents for this Project, as well as the site of the Work, 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:*

**Kitsap Transit KT 21-733- Two (2) MTU 16V4000M65L Marine Engines**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Qty.</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	MTU 16V4000M65L Marine Engine	Each	2	\$	\$
				<b>Subtotal</b>	\$
				<b>Sales Tax</b>	N/A
				<b>TOTAL</b>	\$



**KITSAP TRANSIT**  
**INVITATION FOR BIDS # KT 21-733**  
**FOR**  
**TWO (2) MTU 16V4000M65L MARINE ENGINE**  
**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATION**

Kitsap Transit is seeking quotes from qualified sources to provide all labor, materials, tools, equipment, transportation, supplies, permits and incidentals required to complete all Work for the items included in the solicitation. The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work. All Work shall comply with all local, state, federal, regulations and industry standards; all of which are incorporated herein by reference as if they were written in their entirety.

The Contractor shall provide two (2) MTU 16V4000M65L Marine Engines to Kitsap Transit. The engines shall be free of lien and shall be delivered to Bremerton Washington. Engines shall provide the standard manufacturer's warranty that shall be fully transferred to Kitsap Transit.

The following is a list of specification that the new engines must meet:

### **MTU 16V4000M65L Marine Engines**

#### **Main Engine**

Engine Rated Speed: 1800 RPM  
Nominal Power: 2560 kW  
Nominal Power: 3433 bhp  
Engine Mounted Cooling System  
Engine with Sequential Turbocharging

#### **SCR**

MTU Cube SCR System for 16V M65/M65L