



**60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360-479-6960**

REQUEST FOR QUOTES

PRINTING SERVICES

RFP KT 21-743

January 3, 2022

Proposals are due January 27, 2022 @ 2:00 P.M.

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT 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 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 or national origin 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.

Section 1: Announcement

Request for Quotes

KT # 21-743 Printing Services

Scope of Work: Kitsap Transit (KT) is soliciting quotes from qualified vendors to provide various types of printing services. It is Kitsap Transit's intent to award a two (2) year Contract with three (3) one (1) year extensions. Kitsap Transit reserves the right to award the contract in whole or in part, up to three (3) vendors. If the Contract is awarded to multiple vendors, Contractors will be awarded at least five (5) line items.

Bidding Documents: Plans, specifications and addenda for this project are available by contacting Patrick Rogers at patrickr@kitsaptransit.com .

Request for Samples: All vendors may request samples of items listed in the solicitation before **January 10, 2022**. Please only request samples of the specific items needed to help quote. Samples will be mailed to requesting vendors or they can be picked up at Kitsap Transit's Administrative Office located at: 60 Washington Ave Suite 200 Bremerton WA 98337.

Questions and Request for Clarifications: All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing via email by **5:00 PM January 13, 2022** at patrickr@kitsaptransit.com.

Proposal Due Date: Proposals shall be emailed to: patrickr@kitsaptransit.com . All Proposals must be received before **2:00 PM January 27, 2022**. Late Proposals will not be considered. Proposers will receive a confirmation of receipt when Proposal is received.

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.

END OF SECTION 1

Section 2: Instructions to Proposers

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.

ARO: After Receipt of Order/Purchase Order

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

Bidder/Proposer: 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, varies 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.

RFP: is an abbreviation meaning Request for Proposals.

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

Successful Bidder/Proposer: 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.

This RFP provides details of what is required when submitting a Proposal for the Work, how KT will evaluate the Proposals, and what will be required of the Contractor in performing the Work. This RFP also gives the estimated dates in Section 2, for the various events in the submission process. While these dates are subject to change, prospective Contractors must be prepared to meet them as they currently stand.

Other sections of the RFP will cover general submission instructions, project overview, proposal and project schedule, consultant qualifications and experience, evaluation criteria, contract terms and federal clauses.

2.1 Proposal Due Date

Emailed Proposals must be received **NO LATER THAN 2:00 P.M. local time**, on **January 27, 2022**. Responses shall be emailed to patrickr@kitsaptransit.com. The Subject line of the email must read: **RFP KT #21-734 Printing Services**. Late proposals will not be considered.

2.2 Requests for Information (RFI), Communications and Addenda

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the KT Purchasing Coordinator are advised that such material is used at the Proposer's own risk. KT will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. This process will be the only opportunity

for Proposers to ask questions. Kitsap Transit staff will not answer questions regarding this RFP verbally. All questions must be submitted via email.

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing and received NO LATER THAN **5:00 P.M.** on **January 13, 2021** to be considered in an Addendum.

2.3 Plan Holders List

All prospective Proposers are required to register as “Plan Holders” to receive addenda or clarifications regarding the solicitation. It is recommended that Proposers notify Patrick Rogers of their intent to submit a proposal and register with Kitsap Transit’s Plan Holders List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on KT’s website at: <http://www.kitsaptransit.com/agencyinformation/procurement> during the Proposal period and before submitting your Proposal.

All submitted proposals and attachments become the property of KT and shall remain in effect for at least ninety (90) days after Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any addenda and all attachments.

2.4 Reserved

2.5 Payment

Kitsap Transit is a public agency. KT cannot pay for services that have not been received. Therefore, we cannot provide a deposit or advance payment.

At the execution of the contract KT will issue a contract for the full value of the project. Payments will be made against that total upon successful completion and acceptance of the total or a portion of the work and receipt of an invoice from the Contractor.

All payments to Contractor shall be remitted by US mail.

Invoices shall be mailed to:

Kitsap Transit,
Attn: Accounts Payable
60 Washington Ave, Suite 200
Bremerton WA 98337

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by KT of any claims, rights, or remedies it may have against the Contractor under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by KT of any failure or fault of the Contractor to satisfactorily perform the services as required under this Contract.

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 DBEs 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/agency-information/procurement>.

2.7 Title VI

It is the policy of Kitsap Transit to assure that no person shall, on the grounds of race, color, national origin and 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.

See <http://www.kitsaptransit.com/uploads/pdf/projects/executedtitlevijune2011.pdf> for the full text of the above Civil Rights statements.

2.8 Anticipated Calendar of Events

The activities and dates listed below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

Activity	Date and Time
Request for Quotes Released	January 3, 2022
Request for Clarification/Substitutions Due	5:00 PM January 13, 2022
Quotes Due Date	2:00 PM January 27, 2022
Anticipated Intent to Award Issued	*February 14, 2022
Anticipated Notice to Proceed	*February 28, 2022

2.9 Delivery

All freight and delivery shall be FOB destination. Quoted pricing shall include any costs associated with freight or delivery to two (2) Kitsap Transit locations:

60 Washington Ave
Suite 200
Bremerton, WA 98377

And

200 Charleston Blvd
Bremerton, WA 98377

Kitsap Transit will not pay any other freight, delivery, or fuel surcharges. Failure to include all freight and delivery charges will not relieve the Contactor from providing services.

2.10 Cancellation or Extension

KT reserves the right to cancel this solicitation or extend the Proposal Due Date and time, by written Addendum, at any time *prior to* the set Proposal Due Date and time, or in the event only a single proposal or no proposals are received. If a Proposer pursues a protest or a request for reconsideration, its proposal is deemed extended until KT executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

2.11 Modifications

Proposers will not be allowed to alter proposals *after* the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by KT *before* the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its proposal *after* it has been submitted pursuant to the terms of this solicitation.

2.12 Withdrawal

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide KT the services described herein, or until one or more of the proposals have been approved by KT, whichever occurs first.

2.13 Award

Kitsap Transit reserves the right to make award within ninety (90) calendar days from the Proposal Due Date. Should award, in whole or part, be delayed beyond the period of ninety (90) days, such award shall be conditioned upon Proposer's acceptance.

Submitted Proposals shall be conclusive evidence to KT that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof, work site, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof. KT will not be responsible for any costs incurred by Proposers in preparing, submitting, or presenting their response to this RFP.

All proposals and submissions become the property of KT and are subject to public disclosure, unless certain provisions as described in Section 4 pertain.

2.14 Kitsap Transit Protest and Appeals Policy

A. Purpose

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

B. 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.

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.

END OF SECTION 2

Section 3: Scope of Services

SCOPE OF SERVICES SPECIFICATIONS

This scope of services is intended to describe various types of printing needed during the term of this contract. The items below are Kitsap Transit's **estimated** total quantity to be ordered during a Contract year listed from most frequent to least frequent. This list is based on historical order placement and does not guarantee that orders submitted during the term of the contract will follow the same pattern. Inclusion of an item in this contract does not guarantee that the item will be ordered during the term of the contract. Kitsap Transit makes no guarantee of any dollar or quantity orders during the Contract term and Kitsap Transit reserves the right to order higher quantities than those listed.

Ordering and Delivery

Kitsap Transit will issue Purchase Orders to the Contractor via email itemizing the products needed, the Contract price to be charged, delivery address, and any other special instructions. The Contractor will acknowledge receipt of Kitsap Transit's order within twenty-four (24) hours.

Deliveries or shipments will be made to Kitsap Transit's Administrative Building located at: 60 Washington Ave Suite 200 Bremerton WA and/or 200 Charleston Blvd Bremerton, WA. All deliveries and/or shipments must be made during regular business hours; 8:00 AM and 4:00 PM.

All deliveries will be made to the specified location no later than **eight (8) business days after receipt of order**.

Security

Finished items in the Fare (F) category have a monetary value. Any items printed as overrun or by error must be destroyed by shredding or burning. Contractor must provide secure storage for printed fare items between the time of completion and the time of delivery.

Contractor must maintain secure storage conditions for both electronic and physical art materials while in their possession. Electronic art will be provided to the contractor at the time of order. Any physical artwork generated by the Contractor and remaining in the possession of the Contractor at the termination of the contract must be destroyed within ten (10) working days of contract termination. Contractor may not print from any Kitsap Transit provided physical or electronic art without permission or placement of an order by Kitsap Transit.

Quality

Kitsap Transit will review the printing received for consistency and adherence to contract specifications and instructions given with placement of the order. The level of quality must be of commercial grade or better. Kitsap Transit will not accept a "quick copy" type of printed material unless so requested at time of order. In addition, rubber-based inks will not be accepted due to the problems of streaking and smearing during the folding process. (All inks are to be oil or soy based. Other inks not rubber based will be considered. Other options would need to have the same or higher quality and durability of oil and soy based inks. Kitsap Transit will be the final

decision maker on which inks work best for our organization.) Contractor will replace items found to be unsatisfactory within five (5) business days of notification by Kitsap Transit.

Unsatisfactory work could include, but is not limited to, incorrect color placement, poor registration, poor quality printing (washed out inks or spots and streaks on the printed piece not due to original artwork) incorrect ink color and incorrect paper stock, etc. Reversal and solid prints must be consistent throughout every printed piece within all orders. (Example: Each schedule must closely match the previously printed schedule, as they are displayed next to each other at our outlets.)

Award

Kitsap Transit reserves the right to award this Contract in part or in whole to the vendor/s that provide Kitsap Transit with the “best value”. Best value may include factors such as price, quantity breaks, delivery considerations, availability of alternatives, and any other factor that offers Kitsap Transit a potential benefit.

To be eligible for award, a Contractor does not need to offer all of the products and alternatives listed. Contractors should only quote items that they are willing to provide Kitsap Transit during the Contract period. Contractors must quote at least five (5) standard items to be eligible for award. Contractors who fail to provide a quote for at least five (5) items will have their quote rejected.

Kitsap Transit reserves the right to request samples from all potential Awarded Vendors before a Contract is signed.

Alternate Quote Items

Kitsap Transit has adopted an Environmental Policy and is committed to environmentally sustainable practices in its operations. As such, Kitsap Transit is exploring using environmentally sustainable printing practices. These practices could include but are not limited to:

- Inks made from renewable resources such as non-toxic soy, vegetable oil, and cellulose derivatives that are biodegradable.
- Using alcohol-free press solutions. Eliminating alcohol from the solutions used to think the ink on the press makes these solutions non-toxic, non-flammable and phosphate free. Because the solutions evaporate more slowly, air emissions are reduced and less ink is needed to complete the press run.
- Using recycled paper and fiber whenever possible. Some jurisdictions are using 30% post-consumer recycled content paper for certain print jobs. Recycled paper saves natural resources, energy and water.

We are requesting contractors to provide separate prices for the alternatives outlined below with their recommendations for recycled paper options and environmentally sustainable ink options that can come as close as possible to the specs listed for each item type, along with the pricing for these environmentally sustainable options.

All contractors need to provide documentation showing the inks types used to produce all items listed in this contract. In addition if the contractor is providing quotes for environmental friendly options, please list the recycled fiber content is for each paper type recommended for the project.

The selected contractor will need to follow the EPA's minimum requirement for disposal of postconsumer content and materials, including proper disposal of unused waste items.

If the contractor can provide an equivalent or higher quality paper stock than listed in this quote specifications at significant cost savings, please provide an additional line item showing that alternative cost and suggested paper.

1. **Alternative #1-** The Contractor shall propose the incorporation of recycled paper (30% Postconsumer Recycled Content) matching as possible to the specification.
2. **Alternative #2-** The Contractor shall incorporate an environmentally sustainable ink and recycled paper (30% Postconsumer Recycled Content) matching as close as possible to the specification.

INDIVIDUAL ITEM SPECIFICATIONS

The following items are those that are anticipated to be provided during the Contract period. Kitsap Transit reserves the right to update, change, and otherwise modify these specifications with written notice to the Contractor. Items labeled with (GP) are considered General Printing and items labeled with (F) are considered Fare items.

A. Route Guide Booklets (GP)

- a. Option 1 (Full Color Print)
 - i. Alternative 1: 28 pages saddle stitch and folded to 4" X 9"
 - ii. Alternative 2: 32 pages saddle stitch and folded to 4" X 9"
 - iii. Alternative 3: 44 pages saddle stitch and folded to 4" X 9"
 - iv. Alternative 4: 48 pages saddle stitch and folded to 4" X 9"
 - v. Alternative 5: 52 pages saddle stitch and folded to 4" X 9"

All sizes of schedules are to be printed on 60# white Titan Book Gloss (FSC Certified FSC Mixed Recycled 10% or greater), saddle stitch and folded to 4"x 9". 4 colors front/back in 4CP ink. Package in boxes weighing 40lbs or less. Orders will be placed in quantities of: 2500-3,499; 3,500-4,999 or 5,000-7,500

- b. Option 2 (Two Color Print)
 - i. Alternative 1: 28 pages saddle stitch and folded to 4" X 9"
 - ii. Alternative 2: 32 pages saddle stitch and folded to 4" X 9"
 - iii. Alternative 3: 44 pages saddle stitch and folded to 4" X 9"
 - iv. Alternative 4: 48 pages saddle stitch and folded to 4" X 9"
 - v. Alternative 5: 52 pages saddle stitch and folded to 4" X 9"

All sizes of schedules are to be printed on 60# white Titan Book Gloss (FSC Certified FSC Mixed Recycled 10% or greater), saddle stitch and folded to 4"x 9". 4 colors front/back in 4CP ink. Package in boxes weighing 40lbs or less. Orders will be placed in quantities: 2500-3,499; 3,500-4,999 or 5,000-7,500.

B. Bus Schedules (GP)

- a. Option 1: To be printed 7" X 8-1/4" with two folds
- b. Option 2: To be printed 7" X 11" with two folds

All sizes of schedules are to be printed on 60# White Husky Opaque Text. All schedules are to be printed two sides in two PMS colors on exterior side and one PMS color on interior side, determined at the time of order. Schedules are to be banded by route number, in bundles of 100. Orders will be placed in quantities of: 2,000-3,499; 3,500-4,999 or 5,000-7,500.

C. Bus Transfers (F)

To be printed 2" x 7" printed on 50# White Husky Offset Text. Printed on one side in one ink color to be determined by Kitsap Transit at time of order. Transfers are to be padded in books of 50 transfers each with chipboard backing. Each transfer will be printed with one of ten (10) alphabetic footings. Anywhere from one to ten alphabetic footings may be ordered at one time and will be ordered in quantities of 400 books, or 20,000 transfers for each footing ordered. (1 footing X 50 pages a book X 400 books = 20,000 transfers for each footing combination)

D. Ferry to Bus Transfer (F)

To be 3-1/2" x 2-1/4" printed on 20# White Bond. Transfers are to be printed two sides in an ink color to be determined by KITSAP TRANSIT at the time of order. Ink bleeds to three edges on one side. Transfers are to be padded in books of 50 with chip backing. Each transfer will be printed with one of ten (10) alphabetic footings. Anywhere from one to ten alphabetic footings may be ordered at one time and will be ordered in quantities of 100 books, or 5,000 transfer for each footing ordered. (1 footing X 50 pages a book X 100 books = 5,000 transfers for each footing combination.)

E. Fast Ferry Inconvenience Passes (F)

To be 5-1/2" x 2-1/2" printed on 80# Cougar Cover, White. Transfers are to be printed one side in two ink colors to be determined by Kitsap Transit at the time of order. Ink bleeds to all edges on one version, no bleeds on other version. To be serialized on one side in two locations, numbers determined by Kitsap Transit. Each pass will be full vertical perforated 1-1/2" from the left edge of the pass. Passes are to be padded in books of 50 with chip backing and shrink-wrap 5 pads per package. Ordered in quantities of 100 books, or 2,500 transfer for each design (two designs) (1 footing X 50 pages a book X 50 books x 2 options = 5,000 transfers).

F. 60-Day Tip Passes (F)

To be printed 3-1/2" x 2-1/2" on Tango Coated Cover; C2S (Coated 2 Sides); 16 Point. To be printed two sides in three ink colors to be determined by Kitsap Transit at time of order. To be serialized on one side as determined by Kitsap Transit. Orders will be placed in quantities of 2,000; 4,000 or 5,000.

G. Fare Free Tickets for Vulnerable (F)

To be 2-3/8" x 5", printed on 70# Text – yellow. To be printed on two sides in black ink. Four perforations to a sheet to create a stub and four tickets. Each ticket serialized on one side, in progressive order, at a point to be determined by Kitsap Transit. Cards are to be printed on two sides with one color of ink to be determined by Kitsap Transit at time or order. Some versions may include ink bleeding to three edges. To be packaged in 500's. Orders will be placed in quantities of 500, 1,500; 2,500.

H. Perforated Day Passes (F)

To be 5-1/2" x 2-1/2", printed on 100# White Gloss Book/Text to be printed on one side in full color, including photographs. Bleeds to all edges on one side. Passes are to be perforated on the left side with a 1-1/2" stub. To be packaged in quantities of 500. Orders will be placed in quantities of 500; 1,000; 1,500; 2,500 or 5,000.

I. Letterhead Envelopes (GP)

- a. Option 1: Envelopes are to be 4-1/8" x 9-1/2" (size 10) 70# Brilliant White Royal Linen Text. To be printed on the envelope face and rear envelope flap in two PMS colors to be determined at the time of order. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 5,000; 7500; 10,000; 12,500 or 15,000.
- b. Option 2: Envelopes are to be 5" x 11-1/2" (size 14) 70# Brilliant White Royal Linen Text. To be printed on the envelope face and rear envelope flap in two PMS colors to be determined at the time of order. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 1,000 or 2,000.

J. White Window Envelopes (GP)

To be printed 4-1/8" x 9-1/2" (size 10), on 24# White Wove envelope. Envelopes are to have a left side window with clear plastic covering a 4-1/2" x 1-1/8" window opening. To be printed on the envelope face and rear envelope flap in two PMS colors to be determined at the time of order. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

K. Business Reply Mail Envelopes (GP)

To be printed 4-1/8" x 9-1/2" (size 10), on 24# White Wove envelope. To be printed one side in black ink. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

L. Business Reply Mail Remittance Envelopes (GP)

To be printed 3-5/8" x 6-1/2", on 24# White Wove envelope. To be printed on the envelope face and rear envelope flap in black ink. Rounded corners, glue in two locations, see sample. Perforated tear-off to be filled out and mailed back in envelope. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

M. Security Envelopes (GP)

To be printed 4-1/8" x 9-1/2" (size 10), on 24# White Wove envelope. To be printed on the envelope face and rear envelope flap in two PMS colors to be determined at the time of order. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

N. Security Envelopes with Window (GP)

To be printed 4-1/8" x 9-1/2" (size 10), on 24# White Wove envelope. Envelopes are to have a left side window with clear plastic covering a 4-1/2" x 1-1/8" window opening. To be printed on the envelope face and rear envelope flap in two PMS colors to be determined at the time of order. Envelopes are to be boxed in quantities of 500. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

O. Letterhead Stationery (GP)

- a. Option 1: Letterhead is to be printed 8-1/2" x 11", on 24# Brilliant White Royal Linen Writing Bond. To be printed on one side in two PMS colors to be determined at the time of order. Letterhead is to be packaged in quantities of 500. Orders will be placed in quantities of 5,000; 7,500; 10,000; 12,500 or 15,000.
- b. Option 2: Letterhead is to be printed 8-1/2" x 14", on 24# Brilliant White Royal Linen Writing Bond. To be printed on one side in two PMS colors to be determined at the time of order. Letterhead is to be packaged in quantities of 500. Orders will be placed in quantities of 500; 1,000; 1,500 or 2,500.

P. 2nd Sheet Letterhead (GP)

To be an 8-1/2" x 11" blank sheet of 24# Brilliant White Royal Linen Writing Bond - Color and weight must match printed letterhead. To be packaged in quantities of 500. Orders will be placed in quantities of 1,000; 1,500 or 2,500.

Q. Full Page One-Side Print Forms (GP)

To be printed 8-1/2" x 11" on 20# White Bond on one side with black ink. Different styles may be ordered throughout a year, in both vertical and horizontal orientation. Styles include ACCESS Driver Forms and two varieties of Parts Issue forms. Orders will be placed in quantities of 1,000; 2,500; 5,000; 7,500 or 10,000.

R. Certificates (GP)

To be printed 8-1/2" x 11" on 100# Brilliant White Royal Linen Uncoated Cover. To be printed on one side in two ink colors to be determined by KITSAP TRANSIT at the time of order. To be packaged in quantities of 500. Orders will be placed in quantities of 500; 1,000; 1,500 or 2,500.

S. Pre-Trip Inspections (GP)

- a. Option 1: Standard Pre-Trip Inspections: To be printed 8-1/2" x 5-1/2", on 110# Exact White Index. To be printed with black ink on two sides. To be packaged in quantities of 500. Orders will be placed in quantities of 5,000; 10,000; 15,000 or 20,000.
- b. Option 2: NCR Pre-Trip Inspection: To be printed 8-1/2" x 5-1/2", on two-part, pre-carbonized (NCR) paper. The first part will be white, the second manila ledger. Page one to be printed on one side in black ink. Page two to be printed on two sides in black ink with the same art from page one on one side and different art printed on the back. To be packaged in quantities of 500. Orders will be placed in quantities of 5,000; 10,000; 15,000 or 20,000.

T. Hampton Parking Slips (GP)

To be printed 6" x 4" on yellow bond 20# stock paper double sided. An ink color to be determined by Kitsap Transit at the time of order. Different art for both sides parking slips are to be padded in books of 50 with chip backing top bound. To be packaged in quantities of 500. Orders will be placed in quantities of 2,500; 5,000; 7,500 or 10,000.

U. Full-Color Bleed Two-Panel Brochures (GP)

To be printed 8-1/2" x 7" on 80# White Gloss Cover with two folds to a finished 8-1/2" X 3-1/2". To be printed on two sides in full color, bleeds to all edges on one side. Different styles may be ordered throughout a year. Styles include BI Ride, Kingston Ride, SK Ride, Pass & Fare, and Vanpool brochures. To be packaged in quantities of 250. Orders will be placed in quantities of 1,500; 2,500, 3,500 or 5,000.

V. Full-Color Bleed Legal Brochures (GP)

To be printed 8-1/2" x 14" on 80# White Gloss Book/Text with two folds to a finished 3-1/2" X 8-1/2". To be printed on two sides in full color, bleeds to all edges on one side. Different styles may be ordered throughout a year. Styles Reduced Fare Applications, Accessibility Brochures, and Scoot Brochure. To be packaged in quantities of 250. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

W. Full-Color Bleed Letter Brochures (GP)

To be printed 8-1/2" x 10.5" on 100# White Gloss Book/Text with two folds to a finished 3-5/8" X 8-1/2". To be printed on two sides in full color, including photographs. Bleeds to all edges on both sides. Different styles may be ordered throughout a year. To be packaged in quantities of 250. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

X. Full-Color Two-Panel Brochures (GP)

To be printed 8-1/2" x 7"-1/4 on 100# White Gloss Book/Text with two folds to a finished 8-1/2" X 3-5"/8. To be printed on two sides in full color, including photographs. Different

styles may be ordered throughout a year. To be packaged in quantities of 250. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

Y. Full-Color Legal Brochures (GP)

To be printed 8-1/2" x 14" on 80# White Gloss Book/Text with two folds to a finished 3-1/2" X 8-1/2". To be printed on two sides in full color. Different styles may be ordered throughout a year. To be packaged in quantities of 250. Orders will be placed in quantities of 1,500; 2,500 or 3,500.

Z. Access Pass-by-Mail Brochures (GP)

Completed flat size to be 8-1/2" x 7-3/8", printed on 80# White Recycled 2# Matte. Flat size includes an already folded and sealed mailing envelope. To be folded once to a finished 3-5/8" x 8-1/2" size. To be printed two sides in two ink colors to be determined by KITSAP TRANSIT at time of order. Contains a 'moisten to seal' glue strip for sealing envelope. To be packaged in quantities of 250. Orders will be placed in quantities of 1,000; 1,500 or 2,500.

AA. Full-Color Access Pass-by-Mail Brochures (GP)

Completed flat size to be 8-1/2" x 7-3/8", printed on 80# White Recycled 2# Matte. Flat size includes an already folded and sealed mailing envelope. To be folded once to a finished 3-5/8" x 8-1/2" size. To be printed two sides in full color. Contains a 'moisten to seal' glue strip for sealing envelope. To be packaged in quantities of 250. Orders will be placed in quantities of 1,000; 1,500 or 2,500.

BB. Precarbonized Forms (GP)

- a. Option 1: Forms are to be printed on 20-24# 8-1/2" x 11" (non-serialized), printed in standard color order on two-part, three-part and four-part pre-carbonized (NCR) paper. To be printed on one side with black ink. Both horizontal and vertical with top or side seal may be ordered. To be packaged in quantities of 500. Orders will be placed in quantities of 1,000; 1,500; 2,000; 2,500; 3,500 or 5,000.
- b. Option 2: Forms are to be printed on 20-24# 8-1/2" x 5-1/2" (non-serialized), printed in standard color order on two-part, three-part and four-part pre-carbonized (NCR) paper. To be printed on one side with black ink. Both horizontal and vertical with top or side seal may be ordered. Orders will be placed in quantities of 1,000; 1,500; 2,000; 2,500 or 3,500.
- c. Option 3: Forms are to be printed on 20-24# 8-1/2" x 5-1/2"(serialized), printed in standard color order on two-part, three-part and four-part pre-carbonized (NCR) paper. To be printed on one side with black ink. Both horizontal and vertical with top or side seal may be ordered. To be serialized as determined by KITSAP TRANSIT. To be packaged in quantities of 500. Orders will be placed in quantities of 1000; 1,500; 2,500 or 5,000.

- d. Option 4: Forms are to be printed on 20-24# 8-1/2" x 11" (serialized), printed in standard color order two-part, three-part and four-part pre-carbonized (NCR) paper. To be printed on one side with black ink. Both horizontal and vertical with top or side seal may be ordered. To be serialized as determined by KITSAP TRANSIT. To be packaged in quantities of 500. Orders will be placed in quantities of 500; 1,000; 1,500; 2,000; 2,500 or 3,500.
- e. Option 5: Forms are to be printed on 20-24# 8-1/2" x 11" (non-serialized), first page printed double sided. Paper Colors chosen at time of order. Two-part, three-part and four-part pre-carbonized (NCR) paper printed on one side with black ink. Both horizontal and vertical with top or side seal may be ordered. To be packaged in quantities of 500. Orders will be placed in quantities of 1,000; 1,500; 2,000; 2,500; 3,500 or 5,000.

CC. Smart Commuter Stickers (GP)

To be 3-1/4" x 2-3/4" printed on Starliner, Crack N' Peel, Uncoated White Litho. To be printed on one side in two PMS colors to be determined at the time of order. Ink bleeds to all edges. To be packaged by "location named," in boxes of quantities of 500. Orders will be placed in quantities of 1,000, 2,500 or 5000 per type. Five different versions currently.

DD. Lost and Found Tags (GP)

- a. Option 1 Bus: To be printed 4-1/2" x 2-3/8", on #150 manila tag stock. To be printed on two sides with black ink. Tags will have a reinforced 1/4" eyelet on the left side and a string attached for tagging purposes. To be serialized on one side (back) with a six digit number determined by KITSAP TRANSIT. To be banded in quantities of 200. Orders will be placed in quantities of 2,000; 3,000; 4,000 or 5,000.
- b. Option 2 Ferry: To be printed 4-1/2" x 2-3/8", on #150 white tag stock. To be printed on two sides with black ink. Tags will have a reinforced 1/4" eyelet on the left side and a string attached for tagging purposes. To be serialized on one side (back) with a six digit number determined by KITSAP TRANSIT. To be banded in quantities of 200. Orders will be placed in quantities of 2,000; 3,000; 4,000 or 5,000.

EE. Vacation Forms (GP)

To be printed 8-1/2" x 5-1/2" on two-part pre-carbonized (NCR) paper in black ink. To be horizontal orientation with a top seal. Non-standard color order with a white top sheet and pink second sheet. Orders will be placed in quantities of 1,000, 1,500; or 2,500.

FF. Comment Cards (GP)

To be 6" x 3-1/2", printed on various colored 110# Index paper. Cards are to be printed on two sides with one color of ink to be determined by KITSAP TRANSIT at time or

order. Some versions may include ink bleeding to three edges. To be packaged in quantities of 500. Orders will be placed in quantities of 500; 1,000; 2,500 or 5,000

GG. Rider Cards (GP)

Stacking cards and will be 3-1/2" x 7", 3-1/2" x 7-1/2", 3-1/2" x 8" and 3-1/2" x 8-1/2". Cards are to be printed on 67# White Exact Vellum Bristol. To be printed on two sides in a PMS color to be determined at the time of order. Ink bleeds to three edges on one side. To be packaged by card in quantities of 250. Anywhere from one to all four cards will be ordered at one time in quantities of 1,000; 2,000 or 3,000.

HH. Registered Carpool Placards (GP)

To be printed or screened 6-1/4" x 4".035 Polyester. To be printed or screened in black ink on one side. Corners to be rounded. Orders will be placed in quantities of 500; 1000; 1500 or 2000.

II. Card Cards Full Color - Paper (GP)

To be printed 11" x 20" .024 Carolina Cover, coated one side. To be printed on one side in full color. Many different styles may be ordered throughout a year. Orders will be placed in quantities of 125, 200 or 300.

JJ. Card Cards Full Color - Plastic (GP)

To be printed 11" x 20" .020 Styrene Plastic. To be printed on one side in full color. Many different styles may be ordered throughout a year. Orders will be placed in quantities of 125, 150, 200 or 300.

KK. Thank You Shields (GP)

To be printed 7-1/2" x 9" on 50# Goldenrod Coated Text. To be printed one side in ink color to be determined by Kitsap Transit at time of order. To be folded to a finished size of 3-3/4" X 9". Orders will be placed in quantities of 1,500; 3,000 or 5,000.

LL. 36 or 40 Page ACCESS Booklet (GP)

To be printed 8-1/2" x 11" folded and saddle stitched to be 5-1/2 x 8-1/2". Covers printed on both sides in full color on 12 Point Tango Coated Cover Stock. Interior pages printed on 70# Husky Opaque Offset on both sides in two colors to be determined by KITSAP TRANSIT at time of order. To be folded to a finished size of 5.5" X 8.5". Orders will be placed in quantities of 1,000, 1,500; 2,000 or 2,500.

MM. Large Mass Mailer Postcard (GP)

- a. Option 1: Printed 5.5" x 8.5", on 16pt white gloss cardstock. To be printed on two sides in full color, to all edges. Orders will be placed in quantities of 115,000; 120,000; or 130,000.

- b. Option 2: Printed 6" x 11", on 16pt white gloss cardstock. To be printed on two sides in full color, bleeds to all edges. Orders will be placed in quantities of 115,000; 120,000; or 130,000.

ORGANIZED BY MOST FREQUENT TO LEAST FREQUENTLY ORDERED
Estimated Average quantities ordered per average year.

ROUTE GUIDE BOOKLETS

Option 1: 28 pages
15,000 - 20,000

Option 2: 32 pages

Have ordered yet, but it's only a matter of time before we need this size

Option 3: 44 pages
15,000 - 20,000

Option 4: 48 pages
25,000 - 35,000

Option 5: 52 pages

Have ordered yet, but it's only a matter of time before we need this size

Option 1 Bus Schedules: 7" x 8-1/4"
20,000

Option 2 Bus Schedules: 7" x 11"
50,000

FULL-COLOR BLEED TWO-PANEL BROCHURES (GP)
50,000

BUS TRANSFERS

800,000 = 2000 BOOKS

PRE-TRIP INSPECTIONS (GP)

Option 1: STANDARD PRE-TRIP INSPECTIONS
50,000

Option 2: NCR PRE-TRIP INSPECTIONS
20,000

HAMPTON PARKING SLIPS (GP)
40,000

COMMENT CARDS (GP)
50,000

FULL PAGE ONE-SIDE PRINT FORMS (GP)
50,000

LETTERHEAD STATIONERY (GP)

Option 1:
20,000

PRECARBONIZED FORMS (GP) Option 1: 8-1/2" x 11" (non-serialized)
60,000

PRECARBONIZED FORMS (GP) Option 2: Forms are to be printed 8-1/2" x 5-1/2" (non-serialized),
20,000

LETTERHEAD ENVELOPES (GP)

20,000

LOST AND FOUND TAGS (GP) Option 1
15,000

LOST AND FOUND TAGS (GP) Option 2
10,000

VACATION FORMS (GP)
10,000

PRECARBONIZED FORMS (GP) Option 3: Forms are to be printed 8-1/2" x 5-1/2"
10,000

WHITE WINDOW ENVELOPES (GP)
10,000

SECURITY ENVELOPES WITH WINDOW (GP)
10,000

SMART COMMUTER STICKERS (GP)
15,000

FULL-COLOR BLEED LEGAL BROCHURES (GP)
20,000

FULL-COLOR BLEED LETTER BROCHURES (GP)
30,000

PERFORATED DAY PASSES (F)
10,000

LARGE MASS MAILER POSTCARD (GP)
140,000

FULL-COLOR TWO-PANEL BROCHURES (GP)
5,000

FULL-COLOR LEGAL BROCHURES (GP)
5,000

ACCESS PASS-BY-MAIL BROCHURES (GP)
5,000

FULL COLOR ACCESS PASS-BY-MAIL BROCHURES (GP)
5,000

36 PAGE ACCESS BOOKLET (GP)
2,500

FERRY TO BUS TRANSFERS (F)
5,000

FAST FERRY INCONVENIENCE PASSES (F)
5,000

60-DAY TIP PASSES (F)
8,000

SECURITY ENVELOPES (GP)
5,000

BUSINESS REPLY MAIL ENVELOPES (GP)

2,500	CAR CARDS FULL COLOR PAPER (GP)
	125
BUSINESS REPLY REMITTANCE ENVELOPES (GP)	RIDER CARDS (GP)
2,500	1000
LETTERHEAD STATIONERY (GP)	LETTERHEAD ENVELOPES (GP) Option 2:
Option 2:	10,000
10,000	2nd SHEET LETTERHEAD (GP)
PRE-CARBONIZED FORMS (GP) Option 4: 8-1/2"	1000
x 11"	THANK YOU SHIELDS
1,000	2,500
FARE FREE TICKETS FOR VULNERABLE (F)	CERTIFICATES (GP)
2,500	1000
REGISTERED CARPOOL PLACARDS (GP)	36 OR 40 PAGE ACCESS BOOKLET (GP)
2,000	1500
CAR CARDS FULL COLOR PLASTIC (GP)	
1000	

END OF SECTION 3

Section 4: Terms and Conditions

PURCHASE ORDER TERMS AND CONDITIONS

Kitsap Transit Purchase Order terms and conditions are as follows:

A. ACCEPTANCE

1. This order is Kitsap Transit's offer to purchase the goods and/or services described on the reverse hereof from Seller. Kitsap Transit's placement of this order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of Kitsap Transit's standard contracts, a copy of which may be obtained from the Purchasing Department.
2. Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Kitsap Transit's Purchasing Department, and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite Buyer's acceptance of goods or services, unless such acceptance specifically recognizes and assents to their inclusions.
3. Any objection by Seller to the terms and conditions hereof shall be ineffective unless Kitsap Transit is advised in writing thereof within ten days of the date of this order.

B. IDENTIFICATION

All invoices, packages, shipping notices, instruction manuals and other written documents affecting this order shall contain the applicable 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.

C. SHIPPING INSTRUCTIONS

All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where Buyer has so authorized in writing, goods may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the goods by the cheapest common carrier, or the carrier specified, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. Buyer reserves the right to reject C.O.D. shipments. Seller shall not insure the goods for Buyer's account during shipment except upon Buyer's written request, or where the shipping mode is parcel post.

D. SPECIAL CHARGES

Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers and related matters unless Buyer has assumed an express obligation therefore by notation on the purchase order or other purchasing instrument. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent. No acceptance of goods or services after the scheduled delivery date will waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

E. DELIVERY

Time is of the essence, and this order may be terminated if delivery is not made or services are not performed by the date specified on the reverse side hereof. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent. No acceptance of goods or services after the scheduled delivery date will waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

F. PAYMENT

Kitsap Transit will remit payment to Seller by mail.

G. PRICES

Prices will be only as stated in the accepted Contract Bid Pricing.

H. CASH DISCOUNT

If Kitsap Transit is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date on which an agreed adjustment of price is reached. If a cash discount is made part of the contract, but the invoice does not reflect the existence thereof, Kitsap Transit is entitled to a cash discount with the period commencing on the date the Accountant determines that a cash discount applies.

I. TAXES

Seller shall pay all taxes that may arise out of its sale of the goods and services to Buyer. Buyer agrees to pay Washington State Sales or Use taxes or to provide Seller an exemption certificate.

J. ASSIGNMENT

Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.

K. LIENS, CLAIMS AND ENCUMBRANCES

Seller warrants and represents that all the goods will, when delivered hereunder, be free and clear of all liens, claims or encumbrances of every kind.

L. REJECTION

All goods purchased hereunder are subject to Buyer's inspection and approval. Goods rejected by Buyer for whatever reason shall be held, transported and/or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

M. DEFAULT

Buyer may, subject to the provisions of paragraph "N," by written notice of default to Seller, cancel the whole or any part of this order or exercise any other remedy provided Buyers of goods by law or in equity including any remedy under the Uniform Commercial Code (RCW Chapter 62A), in any of the following circumstances:

1. If Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof;
2. If, in Buyer's good faith judgment, the Seller fails to perform any of the other provisions of this order or fails to make progress as to endanger performance of this order in accordance with its terms and does not cure such failure within a period of ten days, or such longer period as Buyer may authorize in writing, after receipt of notice from Buyer specifying such failure;
3. Seller is in breach of any of the terms or conditions of this order; or
4. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days.

N. REMEDIES

Not by way of limitation, the remedies of the parties include:

1. If Buyer cancels this order in whole or in part as provided in paragraph "M," Buyer may procure upon such terms and in such manner as Buyer may deem appropriate goods or services similar to those canceled and Seller shall be liable to Buyer for any excess costs for such similar supplies or services, provided that Seller shall continue the performance of this order to the extent not canceled under the provisions of this order.
2. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
3. The failure of the Buyer to insist upon strict performance of any of the terms of this order or to exercise any rights hereunder shall not be construed as a waiver of Buyer's rights.
4. The Seller may be excused from performance under this order provided the Seller notifies the Buyer within ten days of discovery of any of the below-named events:
 - a. Such events are, but not limited to, Acts of God, or of public enemy, acts of Buyer, acts of the government with lawful jurisdiction over Seller in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - b. The Seller's failure to perform is caused by default of a supplier or subcontractor and if such default arises out of causes beyond the control of both the Seller and the supplier or subcontractor and without the fault or negligence of either of them.

- c. The Seller agrees to make a concerted effort to obtain supplies or services from other sources in time to meet required delivery schedule(s), if such events or causes named above cause a supplier default.

O. WARRANTIES

Seller warrants goods supplied and work or services performed under this order conform to specifications herein and are MERCHANTABLE and fit for the particular purposes for which goods are ordinarily employed.

1. Seller further warrants to the Buyer and to any third party ultimately using any term whether such third party is a customer of Buyer or not, that all items delivered under this order will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples and descriptions. If Seller is responsible for design of items, Seller warrants that all items delivered under this order will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty.
2. Seller shall be liable for all damages both to Buyer and its customers incurred as a result of any defect or breach of warranty in any item covered by this order.
3. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of its product and any implied warranties and shall be construed as conditions as well as warranties.
4. SELLER'S WARRANTY SHALL EXTEND FOR A PERIOD OF 12 MONTHS AFTER THE ITEM IS DELIVERED AND ACCEPTED BY BUYER AND APPLIED TO ITS INTENDED USE. Where Buyer incorporates that item into a product of Buyer to be delivered to its customer, Seller's obligation under this clause shall be for the benefit of Buyer's customer and shall extend to one year after application of the item to its intended use.
5. The warranties represented and covenants of parties hereto shall survive the delivery of the goods or completion of the work or services provided and be fully enforceable thereafter. Seller's warranty hereunder is part consideration for this order; any payment by Buyer hereunder is conditional upon this warranty remaining in effect; and no modification or other change of this warranty shall be valid unless evidenced by Buyer's written change order.

P. QUALITY STANDARDS

If a special brand is listed in this order, the goods being purchased must meet the standard for quality, performance, and use of such brand. If Seller is willing to supply a product equivalent to the designated special brand, it must first provide Buyer with descriptive literature identifying its brand, including the quality, performance, and specifications therefor. If Buyer elects to accept goods purported to be equal to the special brand, the goods may be rejected and dealt with as provided in paragraph 12 hereof, if labor is determined to be nonconforming.

Q. INSPECTION AND QUALITY CONTROL

1. All terms furnished under this order by Seller to Buyer shall be subject to inspection and tests by Buyer, or representatives of third party purchasing Buyer's product in which items will be used ("User's Representative"). To the extent practicable inspection may be made at all times and places, including the period of manufacture and prior to acceptance.
2. If inspections or tests are made by Buyer or User's representative on the premises of Seller, supplier or subcontractor, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors in the performance of their duties. If inspection or test is made at a point other than the premises of Seller, supplier or subcontractor, it shall be at the expense of Buyer except as otherwise provided in this order. In case of rejection Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by Buyer shall be performed in such manner as to not unduly delay the work. Buyer reserves the right to charge Seller any additional cost to inspect and test when supplies are not ready at the time such inspection and test is requested by Seller or when reinspection or retest is necessitated by prior rejection. Inspection and acceptance or rejection of the supplies shall be made as promptly as practicable after delivery as may be specified herein, regardless of prior payment. Failure to inspect, accept or reject goods shall neither relieve Seller from responsibility for such supplies as are not in accordance with the order requirements nor impose liability on Buyer.
3. Seller shall provide and maintain inspection and quality control systems acceptable to Buyer covering the items furnished hereunder. Records of all inspection work by both Buyer and Seller shall be kept intact and made available upon request to the other party during the performance of this order and for six years following delivery under this order.
4. Without limiting the generality of paragraph "Q.1," the Seller agrees if a special production run is made, that the first item produced on this order is subject to first article acceptance prior to further fabrication. If the first piece submitted fails to meet the inspection acceptance requirements, a new first piece will be

submitted for approval. This procedure shall be continued until an acceptable first article has been approved. First article acceptance shall be based on the requirements of the drawings, specifications, and purchase documents, as applicable. Acceptance of the first article shall not be considered acceptance of subsequent part production. The submission of a first article shall be accompanied by the physical data found by the supplier, the tool number used to produce the part(s) and, in the case of parts produced in molds, dies, etc., with more than one cavity, the Seller shall submit a first article from each cavity and identify the first article to indicate the cavity it represents.

5. Seller shall provide Buyer appropriate material certifications as described on the reverse hereof, including but not limited to, American Bureau of Shipping Inspection Certificates, material, physical, and/or chemical analysis certifications, OSHA/WISHA Material Safety Data Sheets, and U.S. Coast Guard acceptance certifications.

R. INFRINGEMENTS

Seller warrants that Buyer'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. Seller shall indemnify and hold Buyer 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 Seller's obligation to indemnify Buyer hereunder), arising from or out of any breach of the foregoing warranty.

S. RISK OF LOSS

Regardless of F.O.B. Point, Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by Buyer. No such loss, injury, or destruction shall release Seller from any obligations hereunder.

T. INDEMNIFICATION: HOLD HARMLESS:

Seller shall indemnify and hold Buyer harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature including without limitation reasonable attorney's fees, without waiver of Seller's obligation to indemnify Buyer hereunder, arising from or out of any alleged breach of any of Seller's obligations or warranties hereunder or from other acts or omissions of Seller, its officers, agents, employees, subcontractors, and guests, howsoever caused, instituted by persons who purchase from Buyer or use product purchased from Seller.

U. EQUAL EMPLOYMENT OPPORTUNITY

Unless exempted by Presidential Executive Order 11246 and applicable regulations thereunder, Seller:

1. Certifies that it does not, and will not, maintain segregated facilities, nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, national origin, age or sex;
2. Agrees that for all orders in excess of \$10,000, the Equal Opportunity Clause contained in the Buyer's Policy of Equal Opportunity Compliance Certification Procedures, as may be amended from time to time, is hereby incorporated by reference; and,
3. For all orders in excess of \$50,000, shall furnish the Buyer with a written Affirmative Action Compliance Program Certificate within 120 days of the date hereof.
4. Seller agrees to execute Buyer's Equal Employment Opportunity Agreement and Certification, if requested.

V. ADVERTISING

No advertising or publicity matter having or containing any reference to Buyer or any of its staff members shall be made by Seller or anyone in Seller's behalf unless Seller has written consent of Buyer.

W. DISCLOSURE OF INFORMATION

All data and information not already in the public domain, developed or disclosed during the life of this order, will be the property of the Buyer and will be classified in secrecy and confidence by the Seller. Seller will keep confidential all such data and information until it comes into the public domain or until the Buyer consents in writing to disclosure.

X. ATTORNEYS' FEES

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 attorneys' 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 therefrom.

- Y.** **LAW**
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.
- Z.** **INTENDED USE**
Unless otherwise stated, the goods ordered are to have an intended usage in the manufacture, construction, modification, maintenance, repair and/or servicing of Kitsap Transit's products, services, and facilities.

END OF SECTION 4

AGREEMENT

This Agreement made and entered into the XXX day of XXXXXX by and between KITSAP TRANSIT and XXXXXXXX the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

- 1. The Contractor agrees to perform all work and abide by all Contract Clauses, as specifically described in the bid documents, consisting of: Invitation For Bids, Scope of Work, Bid Sheets, Contract Clauses, and Supplementary Conditions, all of which are incorporated herein by reference as if fully set forth.
- 2. The Contractor shall do all work and furnish all tools, materials and equipment as necessary for the proper work as provided for, and in accordance with this agreement and the bid documents.
- 3. The Contractor for itself and its heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.
- 4. The Contractor agrees to indemnify, defend, and save harmless Kitsap Transit from liability for any injury or damages to persons or property, as set forth in the Contract Clauses under Hold Harmless and Indemnification.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first herein above written.

KITSAP TRANSIT

CONTRACTOR

JOHN W. CLAUSON
EXECUTIVE DIRECTOR

XXXXXX

DATE

DATE

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 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 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 Form

Bid Form will be provided in Addendum #1.