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Burlington, WA 98233  
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**INVITATION FOR BIDS  
FOR  
TIRES & RELATED SERVICES  
IFB #19-003-F**

**June 25, 2019**

*Prepared by  
Elisa Rizzo, Procurement and Contracts Coordinator*

Advertised: Skagit Valley Herald

Notices Posted: Skagit Transit website [www.skagittransit.org](http://www.skagittransit.org)  
Builders Exchange of Washington [www.bxwa.com](http://www.bxwa.com)  
Skagit Station, Mount Vernon, WA  
Skagit Transit MOA Base, Burlington, WA  
Washington State Office of Minority and Women's Business Enterprises (OMWBE)

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**INVITATION FOR BIDS (IFB) #19-003-F**  
**TIRES & RELATED SERVICES**

**Bid Issued June 25, 2019**

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**NOTICE IS HEREBY GIVEN** that Skagit Transit is accepting sealed bids for the provision of Tires & Related Services. Bids will be physically received until **11:00 am PDT July 16, 2019** at Skagit Transit's Administrative office located at 600 County Shop Lane, Burlington, WA, which shall also be the location, date and time for the opening of bids.

This Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract will set forth a minimum of ready-to-use tires to be maintained in stock by the Contractor. Quantities are not all inclusive and are subject to change. Prices shall be firm fixed with economic price adjustments allowed after the first 2-year term. Three additional terms will be available in 1-year successive increments. For consistency in service, the Contract shall be awarded to only one vendor; however, Skagit Transit reserves the right to award a contract, in whole or in part, to more than one vendor.

The Contract will be funded by the Federal Transit Administration (FTA). FTA Procurement regulation apply to this bid in it's entirety. The FTA will not be a party to any sub-agreement nor to any solicitation for bids.

Proposal Documents will be available at [www.skagittransit.org](http://www.skagittransit.org) under "About Us" in the "Procurement" section. Questions and requests for clarification or approved alternates must be submitted in writing using the provided form prior to **11:00 a.m. PDT July 9, 2019**. In order to ensure you receive all Addenda, you must call and register with Elisa Rizzo (360) 757-8801. Official responses will be as written Addenda sent to all registered proposers. It is the Bidder's responsibility to check with Skagit Transit for Addenda.

**Equal Opportunity:** It is Skagit 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 and activities 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 NOTICE**

**SKAGIT TRANSIT**

**INVITATION FOR BIDS #19-003-F**

**TIRES & RELATED SERVICES**

**2 – INSTRUCTIONS TO BIDDERS**

**2.1 Bidder Acknowledgments:**

Bidder agrees that submitting a bid in response to this solicitation shall be conclusive evidence to Skagit Transit that the Bidders agrees to be bound by all legal requirements and contract terms and conditions contained in this solicitation, and that Bidder has thoroughly examined and understands all requirements of the ENTIRE solicitation package, including any Addenda issued, and the work required to complete the Contract, and has made allowances therefore in preparing figures to provide the required services. The failure or neglect of a Bidder to receive or examine any part of the solicitation documents shall in no way relieve the Bidder from its obligations with respect to its bid or the Contract if the Bidder is selected for Contract Award. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof. All bids and submissions become the property of Skagit Transit and are subject to public disclosure.

**2.2 Calendar of Events:** Following is the procurement schedule from issuance of the IFB through contract performance beginning. Skagit Transit reserves the right to change the schedule at any time. All times are stated in Pacific Daylight Time (PDT).

Invitation for Bids Published	June 25, 2019
Request for Clarifications /Approved Alternates Due	July 9, 2019 at 11:00 a.m.
Bid Due Date / Bid Opening	July 16, 2019 at 11:00 a.m.
Award Recommendation Notice to Bidders by	July 17, 2019
Bid Protest Deadline	July 24, 2019
Board of Directors Award of Contract	August 20, 2019
Final Award Notice to Bidders	August 20, 2019
Contract Documents Received by	August 29, 2019
Contract Term/Performance Begins	September 1, 2019 at 12:01 AM

**2.3 Specifications:** All specifications in this solicitation are designed to enable a Bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any Bidder believing a specification is unnecessarily restrictive must indicate such on the “*Request for Clarifications/Approved Alternates Form*”, Section 4, and submit to the Procurement and Contracts Coordinator before the deadline for submitting questions. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall bid goods and services which they believe comply with these specifications. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the goods or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.**2.4 Brand Names:** Use of any brand names, manufacturer, makes or model designations, or vendor catalog numbers does not restrict the Bidder. Such use is for the sole purpose of establishing a grade or identifying the standards of desired characteristics, quality and performance equivalence of the acceptable product on which bids are submitted. In some cases, special brands are designated for compatibility with existing equipment. When a specific brand or model is stated in the specifications the phrase “or approved alternate” will be added.

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

**2.6 Questions/Communications:**

- A. Communications made by, or on behalf of, any prospective Proposer who seeks to obtain information, clarification, or interpretations from Skagit Transit employees, officials, Board members, consultants, or anyone other than Skagit Transit's Contracts Administrator during this solicitation process (from date of IFB issue through Contract Award) are prohibited and such action may be cause for disqualification. Skagit Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents.
- B. To be given consideration, any and all communications requesting information, clarifications, and material/product substitutions concerning this solicitation must be submitted in writing using only the *"Request for Clarifications/Approved Alternates" Form*, Section 4. This form must be physically received by **11:00 a.m. PDT July 9, 2019** to be considered in an Addendum. Send to:

Skagit Transit  
Attn: Elisa Rizzo, Procurement and Contracts Coordinator  
600 County Shop Lane  
Burlington, WA 98233  
Fax: 360-757-8019  
E-mail: [erizzo@skagittransit.org](mailto:erizzo@skagittransit.org)

- C. This process will be the only opportunity for prospective Proposers to ask questions. Skagit Transit staff will not answer questions regarding this solicitation verbally or in writing at any other time.

**2.7 Addenda:**

- 3 Questions and requests for clarification or approved alternates must be submitted in writing using the provided form prior to **11:00 a.m. PDT July 9, 2019**. In order to ensure you receive all Addenda, you must call and register with Elisa Rizzo (360) 757-8801. Official responses will be as written Addenda sent to all registered proposers. It is the Bidder's responsibility to check with Skagit Transit for Addenda.
  - A. Skagit Transit's official response to inquiries or substitution requests submitted within the specified time will be made in writing. Addenda will be posted @ [www.skagittransit.org](http://www.skagittransit.org) under "about us" under the procurement section.
  - B. **Receipt of Addenda:** Bidders must understand that any Addenda issued could substantially change the Scope of Work for this solicitation. All issued Addenda will be considered part of the resulting Contract. **Bidders MUST indicate that they have received all issued Addenda on the Bid Form, Section 6. Failure to acknowledge receipt of Addenda issued may invalidate a bid as non-responsive.** Bidders shall ensure that they have received all Addenda by calling the Procurement and Contracts Coordinator at 360-757-8801 or by checking the website(s) stated for posting of documents prior to the Bid Due Date and time.

**3.1 Non-Submittal:** If you determine not to submit a bid in response to this solicitation, please complete and return Section 4, No Bid Notice Form. Please state the reason why a bid could not be submitted at this time.

**3.2 Bid Submittal:**

- A) Bids must be made on the provided Bid Form, Section 6, be legible and contain no erasures or crossed out items. Only amounts and information requested on the Bid Form will be considered as the bid. Incomplete forms or bids received on other forms will be immediately rejected as non-responsive.

- B) Unless indicated otherwise, the following documents must be submitted with your bid, Section 6, attached herein. Failure to provide any of these items will deem your bid as non-responsive and therefore invalid. All submissions become the property of Skagit Transit.
- 1) Section 7 – Bidders Affidavit
  - 2) Section 8 – Buy America Certification
  - 3) Section 9 – Lobbying Certification
  - 4) Section 10 – Drug Free Workplace Certification
  - 5) Section 11 – DBE/SBE Bidders List (optional use)
  - 6) Manufacturer’s Tire Warranty for each brand being offered
  - 7) Warranty on Caps and Casings
  - 8) Warranty or Service Guarantee for all types of services
- C) Bids must be single-stapled in the upper left corner and free of any extraneous covers or binding. Each bid must be signed in longhand by the Bidder, or Bidder’s authorized representative, and sealed in a envelope marked on the outside with the name of the Bidder, address, and state prominently "**TIRES & RELATED SERVICES IFB #19-003-F**".
- D) Return the completed and signed Bid Form and other requested documents as your Bid before 11:00 a.m. PDT July 16, 2019 at Skagit Transit’s Administrative office located at 600 County Shop Lane, Burlington, WA 98233. The Bidder accepts all risks of late delivery of mailed or couriered bids regardless of fault. Any bid submitted at 11:00 a.m. PDT exactly or after will be considered late and rejected. Faxed or electronic bids will not be accepted.

**3.3 Withdrawal:** No bid may be withdrawn *after* the deadline specified for submitting bids unless award is delayed by Skagit Transit for a period exceeding sixty (60) days from the submittal deadline. Any bid not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide Skagit Transit the goods and services described herein, or until one or more of the bids have been approved by Skagit Transit, whichever occurs first.

**3.4 Modifications:** No bid may be altered *after* the deadline specified for submitting bids. Submitted bids may only be changed if a written request is received by Skagit Transit *before* the deadline specified for submitting bids along with the modification submitted in the same form and manner as the original bid and the request is signed by an individual authorized to submit bids on behalf of the company. 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.

**3.5 Rejection and Consideration of Bids:** Skagit Transit reserves the sole discretionary 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 Skagit 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 Skagit Transit. Bidder, in consideration for Skagit Transit’s review and evaluation of its bid, waives and releases any claims against Skagit 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.

**3.6 Extension or Cancellation:** Skagit Transit reserves the right to cancel this solicitation or extend the deadline for submitting bids and opening bids by written Addendum at any time *prior to* the deadline specified for submitting and opening bids. If a Bidder pursues a protest or a request for reconsideration, its bid is deemed extended until Skagit Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.



- 3.7 Single Bid Received Procedure:** If only a single responsive and responsible bid is received, Skagit Transit shall have the sole discretionary right to extend the deadline for submitting bids for up to an additional sixty (60) days or consider accepting the bid after conducting a price or cost analysis, as applicable, on such single bid. If no other bids are received within a time for extension, Skagit Transit shall conduct a price or cost analysis, as applicable, of the single proposal. The single Bidder hereby agrees to such analysis and shall promptly provide all cost details, pricing data, supporting documentation and explanations as requested by Skagit Transit. Skagit Transit shall not be obligated to accept the single bid by conducting such analysis and reserves the right to reject such bid or any portion thereof.
- 3.8 Bid Opening:** Bids will be publicly opened, read aloud and recorded in Skagit Transit's Conference Room at 600 County Shop Lane, Burlington, WA by the date and time specified irrespective of any irregularities or informalities in such bid. The apparent low bidder and the amount of their Total Bid Price will be announced once all bids have been opened. As soon as practical after Bid Opening, the record of bids opened (Bid Opening Summary) will be posted to the websites specified for posting Bid Documents. This document is not an award notice.
- 3.9 Errors and Administrative Corrections:** Skagit Transit will not be responsible for errors in bids. Skagit Transit reserves the right to make mathematical corrections that are due to minor administrative errors or irregularities such as typing errors, number transposition and incorrect calculations.
- 3.10 Collusion:** If Skagit Transit determines that collusion has occurred among Bidders, none of the bids of the participants in such collusion will be considered and Skagit Transit's determination shall be final.
- 3.11 Bid Evaluation:** Bids will be evaluated on the lowest priced responsive and responsible Bidder. Full responsive and responsibility reviews will be conducted, 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. Skagit Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a bid. An Award Recommendation Notice will be sent to all responsive bidders and posted to the website(s) specified for posting Bid Documents.
- 3.12 Award:** Skagit Transit reserves the right to make award within sixty (60) calendar days from the Bid Due Date. Should award, in whole or part, be delayed beyond the period of sixty (60) days, such award shall be conditioned upon Bidder's acceptance. Upon approval by the Board of Directors, a Final Notice of Contract Award will be sent to all responsive bidders and posted to the website(s) specified for posting Bid Documents. The successful Bidder will receive an award package and must immediately sign and return all requested documents to Skagit Transit within ten (10) calendar days, unless indicated otherwise, or Skagit Transit may utilize their right to cancel the award and go to the next lowest responsive and responsible Bidder. Bidders should already have preparations in place to notify their insurance broker to immediately obtain the required documents.
- 3.13 Final Bid Results:** After the Contract is awarded and executed, Skagit Transit will send the Final Bid Tabulation of all bid results to all responsive Bidders.
- 3.14 Failure to Execute a Contract:** Should the awarding Bidder fail to execute the Contract within seven (7) days from the Final Award Notice date, Skagit Transit reserves the right to terminate award with that Bidder and attempt to negotiate a satisfactory contractual agreement with the next lowest responsive and responsible Bidder. The Bidder failing to execute a contract may be blacklisted from any future contracting opportunities.

**3.15 Bids as Public Record:** Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Skagit 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 bid documents. Information will not be released by Skagit 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. Skagit Transit shall make bid submittals 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”, Skagit Transit will notify the affected Bidder of the request and the date that such records will be released, unless the Bidder obtains a court order enjoining that disclosure. It will be the responsibility of the Bidder to protect the confidentiality of any information submitted in the bid and 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, Skagit Transit will make the requested portions available for review and copying by the Requestor. The Bidder will assume all liability and responsibility for any information declared confidential and shall defend and hold Skagit Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Skagit 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 Section.

**3.16 Bid Protests:**

- A. **Procurement Standards:** The procurement standards and requirements of Skagit Transit’s Procurement Policy are consistent with the requirements of Federal Transit Administration (FTA) “Third Party Contracting Guidelines”, FTA Circular 4220.1F. As part of this Procurement Policy, the Executive Director is hereby authorized to follow or implement the “Third Party Contracting Guidelines”, supplemented by the “Best Practices and Procurement Manual (BPPM), or any amendments or changes thereto as shall be deemed necessary and appropriate by the Executive Director.
- B. **Validity of a Protest:** Bidders are advised that to be considered a valid protest, subject matter can only address issues associated with the Procurement Action, as defined below in Part D. Accordingly, the protest cannot be associated with, or challenge the recommendations of, Skagit Transit personnel or its Evaluation Committee. In other words, a protest can be put forth that Skagit Transit staff did not follow their own policies or procedures that govern a Procurement Action and, accordingly, a Bidder was unfairly treated. The protest cannot challenge Skagit Transit personnel or the Evaluation Committee’s recommendation of a potentially successful Bidder.
- C. **Procurement Action:** Meaning specific procurement steps, such as setting the calendar of events, producing the solicitation document, advertising the proposal in a legal paper of record, maintaining a vendor bid list or Planholders’ list, responding to all inquires received in the specified manner by the appropriate time and date, issuing Addenda straightforwardly to all Bidders, enforcing closing time and date, providing proctoring services to the Project Manager and Evaluation Committee, setting criteria weights, conducting interview process with top-scoring Bidders (if applicable), assembling an Evaluation Committee, issuing award/non-award letters, and maintaining a written record of the procurement.

- D. **Right to Protest:** Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract due to a matter of law or procedural flaw may file a written Notice of Protest with Skagit Transit's Executive Director, or designee, no less than seven (7) calendar days *prior to* the closing date for receiving bids or proposals. The written and signed notice of protest must address which law or procedure was not followed or violated, how it has affected the aggrieved, and a description of the relief or corrective action desired. If the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for bids, the protest shall be submitted within seven (7) calendar days after such aggrieved person knows or could have known of the facts giving rise thereto.
- E. **Protest Procedure:** Upon timely submittal of a Notice of Protest, the protest shall be handled as follows:
- 1) A meeting will be called within five (5) working days from receipt of the protest that will include representatives from Skagit Transit and the Protestor to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference.
  - 2) A decision of the protest will be made by the Executive Director, or designee, within seven (7) working days of the final meeting. The Protestor shall be notified of the decision in writing by the Executive Director, or designee, by regular mail.
  - 3) The Executive Director, or designee, may extend the limits of time outlined herein at his/her sole discretion.
  - 4) The decision of the Executive Director, or designee, shall be final unless appealed as provided herein.
  - 5) A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.
  - 6) If the Protestor is not satisfied with the solution of the Executive Director, or designee, a written appeal may be filed with the Board of Directors. Appeals to the Board of Directors filed more than seven (7) calendar days following the receipt of the Executive Director, or designee's, written determination will not be accepted.
- F. **Appeals:** A Protester may appeal the Executive Director, or designee's, decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director, or designee's, decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. Appeals filed outside of this window of opportunity will not be accepted. A three-member committee of the Skagit Transit Board, as appointed by the Board Chairperson, shall decide the appeal. The Protestor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director, or designee, or affirm or reverse the decision in part. The decision of the Committee shall be final. Failure of the Protester to submit a written Notice of Appeal in accordance with the timelines specified herein shall preclude all further appeal of the decision of the Executive Director.
- G. **Appeals to the FTA:** Pursuant to FTA Circular 4220.1F, "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest, or allegations of violations of Federal law or regulations." An appeal to the FTA must be received by the cognizant FTA regional or headquarters office with five (5) working days of the date the Protestor knew or should have known of the violation.
- H. **Stay of Procurement During Protests:** In the event of a timely protest, Skagit Transit shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted, or until the Board of Directors makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of Skagit Transit.

- I. **Entitlement of Costs:** In addition to any other relief, when a protest is sustained and the protesting respondent should have been awarded the contract under the solicitation, but is not, then the incurred costs in connection with the solicitation, including bid preparation costs, but other than attorney's fees, shall be paid by Skagit Transit.

*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**

**SKAGIT TRANSIT**  
**INVITATION FOR BIDS #19-003-F**  
**FOR**  
**TIRES & RELATED SERVICES**

**3 – SCOPE OF WORK**

### 3.1 AGENCY BACKGROUND

Skagit Transit is a municipal corporation and local public transit authority formed in 1993 when Skagit County voters approved the establishment of a Public Transportation Benefit Area (PTBA) as authorized by Chapter 36.57A of the Revised Code of Washington (RCW). The PTBA includes the cities of Anacortes, Burlington, Concrete, Mount Vernon and Sedro-Woolley and the towns of La Conner, Hamilton and Lyman. The service area covers more than 75% of Skagit County, an estimated 760 square miles with a population of approximately 115,500. Total annual ridership is approximately 980,000 rides.

Fixed Route transportation services include 25 buses serving 17 routes. Pocket Service is also provided for individuals that live beyond 3/4 of a mile from our Fixed Route service in rural areas of Skagit County. Each pocket area is assigned specific days each week to utilize Skagit Transit services. Commutes between Bellingham, Everett, Island County and Skagit County are also made possible with the County Connector service that enables riders on Skagit Transit, Island Transit and Whatcom Transit buses to connect with other transit options operating out of Everett Station into the Seattle area and vice-versa.

Paratransit, or Dial-A-Ride, service includes 25 buses serving more than 57,000 riders. The Vanpool Program reduces single-occupancy commuter trips by an average of 350 trips per day. Commuters made **1110,338** trips in 2018 using 47 Skagit Transit provided vans.

For part of its financial support, Skagit Transit currently receives four-tenths of one percent (.4%) retail sales tax and 25% of its funding from State and federal grants. Fares are collected on the Fixed Route buses and by donation only paratransit buses. Fare passes are also sold over the counter at Skagit Station, Mount Vernon, and the Maintenance, Operations and Administration (MOA) facility, Burlington.

### 3.2 GENERAL REQUIREMENTS

- A. Contractor shall provide new tires, retreading/recapping services, virgin casings, mounting, demounting, tire and wheel balancing, flat repairs, alignments, TPMS Relearn Service, sensors and accessories, chain installation and removal, studding, siping, and other related tire services as may be amended, on an as-needed basis.
- B. Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires. Installation of snow chains must be performed at Skagit Transit's facility unless otherwise authorized by Skagit Transit (i.e. Road side assistance). Removal of chains will occur at a location at Skagit Transit's discretion.
- C. Contractor is required to maintain records regarding any given tire, including but not limited to: D.O.T. number or branded code number, current location (i.e. vehicle number and installed wheel position or warehouse location if stored), and number of times recapped.
- D. The addition or deletion of any brands, types, sizes, quantities, and services to/from the Contract shall be made in accordance to Article 6.00 of the Contract (see Exhibit A), as necessary, for any changes in fleet composition or needs, or changes beyond the Contractor's control. Skagit Transit reserves the right to purchase new tires from other vendors if the Contractor's price proposal is not acceptable.
- E. **U.S. Manufacture:** Tires must be manufactured in the United States and comply with Federal Motor Vehicle Safety Standard (FMVSS) No. 109; be marked with D.O.T. compliance symbol, Manufacturer's plant code, and date of manufacture. Contractor shall maintain evidence/certifications that tires meet all Federal laboratory test and size requirements. A copy of each Manufacturer's tire warranty shall be included with the Bid.

- F. **Authorized Dealer:** Contractor must be an authorized dealer of the OEM tire manufacturer of the tires being offered. Proof of authorization shall be included with the Proposal.
- G. **Quality:** Skagit Transit expects the quality of products used under this Contract, the workmanship of tire maintenance, and the customer service to be of the highest quality and in accordance with industry best practices. New tires shall be current tire models from a major manufacturer.
- H. Contractor agrees to comply with all applicable federal, State, tribal, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any Work under the Contract. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); Department of Labor & Industries; and Environmental Protection regulations.

### 3.3 **DRUG FREE WORKPLACE AND ALCOHOL MISUSE**

- A. During the term of this Contract, Contractor must establish and implement a Drug Free Workplace Policy in compliance with the requirements outlined in Section 10, Drug Free Workplace Certification, attached herein and shall recertify its compliance annually. Failure by Contractor to comply with this Section may result in a determination of non-responsibility and termination of the Contract.
- B. Contractor agrees to:
- Submit a copy of the Drug Free Workplace Policy to Skagit Transit for review and approval before performance under the Contract begins, and each time changes are made to the this Policy during the term of the Contract;
  - Produce any documentation necessary to establish their compliance with this Section;
  - Permit any authorized Skagit Transit representative to inspect their facilities and records associated with their Drug Free Workplace Policy;
  - Comply with (a) Federal transit laws, specifically 49 U.S.C.5331, FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operation," 49CFR part 655, and applicable provisions of U.S. DOT regulations, Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR part 40.

### 3.4 **SKAGIT TRANSIT FLEET COMPOSITION**

The following information is subject to change over the term of the Contract:

#### A. **FULL-SIZE TRANSIT BUSES**

#of Buses	Make/Model/Type	Tire Size	Current Brand
5	40' Gillig Phantom Suburban	305/85R22.5	Michelin XZU2 Metro Miler G652
3	40' Gillig Low Floor	305/85R22.5	Michelin XZU3
6	35' Gillig Low Floor	305/85R22.5	Metro Miler G652
6	31' NABI Low Floor	305/70R22.5	Michelin XZU2 #57317
10	29' Gillig Low Floor	275/70R22.5	Michelin XZU2 or Bridgestone R250 #216585

#### B. **CUTAWAY TRANSIT BUSES**

#of Buses	Make/Model/Type	Tire Size	Current Brand
2	Chevrolet ARBOC	225/75R16	Firestone Transforce HT
16	Chevrolet Startrans Senator	225/75R16	Firestone Transforce HT
15	Ford Eldorado Aerotech	225/75R16	Firestone Transforce HT

### **SECTION 3**

### **SCOPE OF WORK**

**IFB 19-003-F**

#### **C. VANS – VANPOOL AND STAFF/SERVICE**

#of Vans	Make/Model/Type	Tire Size
20	Chevrolet Express Extended Van, 15-Passenger	245/75R16 LT245/75R16 LT245/75R16E
21	Dodge Grand Caravan, 7-Passenger	P235/60R16 P225/65R17 P225/65R16 P225/60R16 P215/65R17 P215/65R16
13	Ford Transit, 15-Passenger	235/65R16C
12	Chrysler Pacifica, 7-Passenger	235/65R17
4	Ford E-350 Econoline, 15-Passenger	245/75R16

#### **D. STAFF / SERVICE VEHICLES**

#of Vehicles	Make/Model/Type	Tire Size
1	2008 Ford Super Duty F-250 4x4	LT245/70R17
2	2009 Ford Escape XLS 4WD 4DR	P235/70R16
1	2004 Ford F-450 XL	225/70R19.5
1	2012 Ford Super Duty F-550 XL	225/70R19.5
2	2008/12 Chevrolet Express	245/75R16
10	2011/12 Dodge Caravan, 7 Passenger	P235/60R16 P225/65R17 P225/65R16 P225/60R16 P215/65R17 P215/65R16
1	2017 Ford Explorer	P245/60R18
1	2010 Chevrolet Impala	P225/65R16
1	2009 Chevrolet Colorado PU	P215/70R16
3	2011/12/15 Ford Escape AWD	P235/55/R17
1	2013 Toyota Prius Hybrid	P185/65R15
1	2014 Toyota Prius V Two	P205/60R16

### **3.5 TIRE REQUIREMENTS**



- A. All tires shall be of the tubeless design, be suitable for all wheel positions, and have adequate load ratings to manage expected loads.

B. **Bus Tires:**

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- 1) Shall be new radial transit mileage tires capable of safely sustaining a speed of 65 mph for a period up to one hour. Skagit Transit may, at its discretion, require the Contractor to furnish test results related to tire performance.
- 2) Shall meet or exceed G.A.W.R. (Gross Axle Weight Rating). The minimum load capacity is:
  - Single Axle: 16,500 lbs. (8,250 lbs. per tire) @ 110 psi.
  - Dual Axle: 28,660 lbs. (7,165 lbs. per tire) @ 110 psi.
- 3) Shall be constructed and maintained so as to comply with all required laws, regulations and industry best practices and be capable of being retreaded or recapped. Blemished tires shall not be furnished by the Contractor or accepted by Skagit Transit.
- 4) Shall be marked or branded in accordance with industry standards and meet Skagit Transit's approval prior to installation on any fleet vehicle.
- 5) Shall have a reinforced sidewall to resist curb damage and built-in sidewall wear indicators of at least 5/32nds.
- 6) Shall have a minimum tread depth of 24/32nds.
- 7) Shall properly match up to the tire specifications listed in Part 3.4 above or as established for new coaches.

**3.6 STOCK QUANTITIES**

- A. Contractor shall work with Skagit Transit to establish inventory stocking levels of new mounted tires and ready-to-use spares and tire casings at the Contractor's facility and Skagit Transit's facility, including any casings belonging to Skagit Transit, that best meet the needs of the fleet. Contractor shall manage the inventory and orders of tires and supplies such that stocking levels are sufficient to continuously keep all coaches fully equipped and to maintain enough spares to ensure uninterrupted service. All tires shall meet or exceed the performance requirements of the coaches and any/all required standards for this industry. Stock shall be available for Skagit Transit inspection within twenty-four (24) hours of giving notice to the Contractor.
- B. Contractor shall stock the following minimum of ready-to-use products for the full-size and Cutaway transit buses at all times:
- 1) Front Steer Axles Tires - New
    - 8 each      305/85R22.5
    - 4 each      305/70R22.5
    - 8 each      275/70R22.5
    - 8 each      225/75R16
  - 2) Rear Capped Tires – Siped
    - 10 each      305/85R22.5

- 8 each 305/70R22.5
- 10 each 275/70R22.5
- 10 each 225/75R16-No Rear Capped Tires/Only Siped

3) Recap Casings: Four sets each for tire sizes 305/85R22.5, 305/70R22.5 and 275/70R22.5

- C. Contractor shall clean all dirt, debris, and corrosion from the outside of the rim and clean each mating surface of the wheel with a wire brush, and dynamically balance all tires before placing a finished ready-to-use spare in stock.
- D. Contractor shall maintain tire pressure in all stocked tires to meet Skagit Transit specifications and Tire and Rim Association load tables.

### **3.7 RETREAD REQUIREMENTS**

A. Bus retreads shall:

- 1) Be engineered for use in transit bus service.
- 2) Have a tread design similar or equal to the BDV (Bandag Drive Urban) tread.
- 3) Have a minimum 20/32-inch tread depth.
- 4) Be siped for improved wear and traction.

B. Other retreads shall:

- 1) Have a tread design similar or equal to Brawny, Lug size 700.
- 2) Have a minimum 16/32-inch tread depth.
- 3) Be siped for improved wear and traction.

C. Capping material shall be of top quality such as Good Year, Michelin, or Bandag.

D. All caps must have new and unused tread that will fit the tire face. Skagit Transit will not accept any caps that cause damage to the casings as a result of the Contractor grinding the casing to fit the cap. Contractor will be responsible for replacing tire casing if bead damage occurs due to negligence on their part.

E. All casings shall be capped using the cold cap process or equal and will not be capped more than three times without prior authorization from Skagit Transit.

F. Casing shoulders shall not be cut back to accommodate narrow rubber.

G. All casings must be X-rayed before capping to assure quality. Any casing not bearing the N.D.I. identification shall be rejected by Skagit Transit.

H. All rejected casings will be returned to Skagit Transit for inspection.

I. Instead of a liner, retread tires requiring repairs may have a butyl rubber seal placed around the edges. No liner is required for retreads not needing repairs.

J. Skagit Transit shall purchase all recapped tires at the time of authorization to be recapped. Capped tires shall be returned within seven (7) working days.

### **3.8 SIPING**

Contractor shall be responsible for supplying siped tires and performing tire siping. Siped tires shall be used on the drive axle positions on all coaches in Skagit Transit's fleet. Contractor shall furnish all labor, tools and equipment necessary to provide siped tires. Contractor shall not sipe new tires.

### **3.9 TIRE MOUNTING AND DEMOUNTING**

- A. All tires shall be balanced prior to vehicle installation.

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- B. Tires for full-size transit buses shall be inflated to 120 psi unless lower pressure is specified by tire manufacturer. All other tires shall be inflated equally to the maximum specified by the Manufacturer. If all tires do not have the same maximum psi, then all tires shall be inflated to the maximum of the tire with the lowest psi specification.
- C. For all tires, new valve stems and grommets must be installed each time.
- D. In the case of dual tires, tires shall be matched for height prior to installation, casing brands shall not be mixed (i.e. Michelins shall not be placed next to Goodyears on the same side of an axle), and valve stems shall be placed 180 degrees from each other.
- E. “No Mar Rim Guards”, or approved alternate, wheel protection devices shall be provided and used with impact guns on all aluminum wheels.
- F. “Permatex”, or approved alternate, anti-seize compound will be used on all Budd wheel nuts and studs.
- G. At no time, in the case of a broken wheel stud, shall nuts be “dummied out”. Skagit Transit’s Project Manager, or designee, shall be informed at the time of breakage or the failure of the stud in order to determine the appropriate action regarding the replacement of the stud.
- H. In the event that casings need to be purchased, Skagit Transit must be informed prior to purchase and, at Skagit Transit’s discretion, a Skagit Transit representative shall inspect all casings prior to such purchase. Any casings requiring section repairs shall be inspected and approved by Skagit Transit both prior to and after any repair is made. Skagit Transit also reserves the right to purchase or acquire virgin casing at its discretion.
- I. Any damage to wheels caused by improper handling by the Contractor shall be the Contractor’s responsibility and should be covered under the Contractor’s service/workmanship warranty (a copy of which must be included with the Proposal). Improper handling shall include, but not be limited to: cracks or rim edge damage caused by tire hammers or dropping; damage to mounting holes caused by improper use of tools; damage caused by improper removal of broken nuts; and damage caused by improper mounting of wheel or use of incorrect mounting nuts or studs.
- J. In addition to the above damage requirements, all rim flange repairs must be conducted by the use of a lathe to ensure even grinding. All paper supporting any rim repairs must be sent to Skagit Transit for its files.

### **3.10 SERVICE CALL RESPONSE TIME**

- A. Skagit Transit currently operates vehicles from one location at 600 County Shop Lane, Burlington, WA. These vehicles operate seven (7) days a week, exclusive of certain holidays, from 6:30 a.m. to 7:00 p.m., Monday to Friday and from 8:00 a.m. to 7:00 p.m. on weekends. Contractor must maintain an adequate number of response vehicles which are available seven (7) days per week to service Skagit Transit vehicles.
- B. Contractor must be able to provide a minimum of four (4) tires, or recaps if available, of each type of tire specified herein within twenty-four (24) hours of request, including after hours.
- C. Road Side Assistance: Contractor shall provide twenty-four (24) hour roadside service, as required. Skagit Transit may request a road call at any time during its regular hours of operation or after hours during inclement weather or other emergencies. Response time (Contractor arrival at identified

location) shall occur within one (1) hour of request by Skagit Transit. Contractor shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time

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of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. Road calls will be charged according to the Contractor's proposed price per hour for labor or service call.

### **3.11 DELIVERY REQUIREMENTS**

- A. All goods delivered to Skagit Transit's Maintenance, Operations, and Administration (MOA) facility located at 600 County Shop Lane, Burlington, WA shall occur between 8:00 a.m. and 5:00 p.m., Monday through Friday, as soon as is commercially practicable but in no event later than the delivery date agreed to between Contractor and Skagit Transit. Contractor shall notify Skagit Transit immediately if delivery of any item will not be made within the time period agreed to.
- B. Contractor is responsible for all direction, coordination and administration required for shipment of goods across borders for delivery to Skagit Transit. Regardless of point of origin, all goods shall be shipped F.O.B. Destination, Prepaid and Allowed and such costs shall be included in tire prices.
- C. Contractor shall provide a delivery ticket for each delivery listing the date and size and quantity of tires delivered. If the delivery is a partial shipment, indicate on the delivery ticket that it is not a complete shipment, identify the items not shipped, and provide a projected completion date for order fulfillment. The delivery ticket shall be signed by an authorized Skagit Transit representative. The signed ticket will be given to the driver for return to the Contractor and a copy shall be given to Skagit Transit to retain for its files.

### **3.12 INSPECTIONS**

- A. At any time during the Contract Term, Skagit Transit reserves the right to conduct an inspection of all goods supplied by the Contractor to ensure that the quality and specifications required in this Contract are being met. Skagit Transit will document any deficiencies. Written notice of non-compliance with the Contract shall be provided to the Contractor. The written notification shall detail deficiencies in material, equipment, or workmanship. Within seven (7) calendar days of notification of deficiencies the Contractor shall provide a detailed explanation and a plan for bringing deficiencies to acceptable contract levels.
- B. Skagit Transit reserves the right to reject or accept the Contractor's plan for correcting deficiencies. In the event that the plan is rejected, the goods will be deemed unacceptable and returned to the Contractor at their expense. This procedure of remedy to deficiencies in goods or workmanship is not intended to limit or preclude any other remedies including but not limited to termination of Contract.

### **3.13 WARRANTY**

- A. Any standard tire warranty shall be based on mileage commencing from the date of install.
- B. Manufacturer's instructions shall be followed exactly wherever such details are furnished and installation methods shall comply with the Manufacturer's warranty provisions and leave such warranty valid. Installation methods that deviate from the Manufacturer's instructions shall be made at the risk of Contractor. Required repairs not covered by the Manufacturer's warranty because of Contractor's deviation of the installation methods will be made by Contractor at no expense to Skagit Transit.
- C. Any defects shall be immediately remedied providing that they are not the result of misuse or abuse by Skagit Transit.

### **3.14 PRICING AND MARKET INSTABILITY**

Skagit Transit acknowledges that the cost of tire production may be affected during the term of the Contract by instability in the rubber and/or petroleum markets or by other unknown factors, therefore a method will be established in the Contract by which the Contractor, after the initial two-year term of the

## **SECTION 3**

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Contract, may submit a change request to Skagit Transit for an economic price adjustment. In this event, detailed cost data and other requested documentation shall be required by Skagit Transit to determine that the Contractor's proposed price increase is fair and reasonable. (See Article 23, Exhibit A attached herein)

**END OF SECTION 3**

**SECTION 4 REQUEST FOR CLARIFICATIONS / APPROVED ALTERANTES FORM IFB 19-003-F**

*Use this form to request changes to Contract Documents or to clarify the meaning of items in the Scope of Work.*

**Fax this form to: 360-757-8019**

**ATTN: Rhonda Wahlgren, CPPB, Contracts Administrator**

**MUST BE RECEIVED BY SKAGIT TRANSIT NO LATER THAN 11:00 AM PDT JULY 8, 2014.**

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

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

**Document Reference:** *(State page # and Part/Paragraph #)*

Instructions to Bidders: \_\_\_\_\_

Scope of Work/Specifications \_\_\_\_\_

Bid Form: \_\_\_\_\_

Other: \_\_\_\_\_

**Bidder's Question or Request For Approved Alternates:** *(Attach additional sheets if necessary)*

Submitted By: \_\_\_\_\_  
Signature Date

.....  
**Skagit Transit Response:**

Written response to questions attached; faxed to \_\_\_\_\_ on \_\_\_\_\_

Bidder's Request ➔ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Question answered: \_\_\_\_\_

**Skagit Transit Comments:**

**\*\*Optional Use Form\*\***



# SKAGIT TRANSIT

600 County Shop Lane – Burlington, WA 98233  
Ph: 360-757-8801 / Fax: 360-757-8019

## No Bid Notice

Competition from as many vendors as possible is important to Skagit Transit. Filling out the form below will help us understand why you did not bid on the project listed and how we can change our process, forms or specifications to increase participation in the future.

## TIRES & RELATED SERVICES

**ATTN: ELISA RIZZO, PROCUREMENT AND CONTRACTS COORDINATOR**

A response to the solicitation is not being submitted for the following reason(s):

- |   |  |
|---|--|
| <input type="checkbox"/> We do not provide the required goods or services | <input type="checkbox"/> Cannot meet delivery or response time requirements                      |
| <input type="checkbox"/> The project/order is too small                   | <input type="checkbox"/> Licensing restrictions (please explain below)                           |
| <input type="checkbox"/> The project/order is too large                   | <input type="checkbox"/> Insufficient time to prepare submittal                                  |
| <input type="checkbox"/> Specifications are not sufficiently defined      | <input type="checkbox"/> Cannot comply with contract terms and conditions (please specify below) |
| <input type="checkbox"/> Cannot handle due to present work load           | <input type="checkbox"/> Other (please explain below)  |

**ADDITIONAL REASONS / COMMENTS:**

Please remove us from your Vendor Bid List <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title		Date
Do not write in this space	Firm Name		
	Address		
	City		
	State		Zip Code
	Telephone Number		

**6.1 INSTRUCTIONS**

A. This entire Section 6 will be your Bid. ANSWER EACH PART BELOW DIRECTLY ON THIS FORM in the spaces provided. 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).

**B. Bid Prices:**

- 1) The Total Bid Price shall include everything necessary for the prosecution and completion of the Contract Work as detailed in this solicitation. Washington State Sales/Use Tax shall not be included in the unit prices. Skagit Transit is exempt from Federal excise taxes.
- 2) **Tire prices must include all delivery/freight charges FOB Destination, Prepaid and Allowed to: Skagit Transit, 600 County Shop Lane, Burlington, WA 98233.**
- 3) All 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 be in legible figures written in ink or typed.
- 4) Bids shall remain in effect for sixty (60) calendar days from the Bid Due Date. Skagit Transit reserves the right to request extensions for bid effectiveness.

**6.2 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: \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) or MBE Certification Number: \_\_\_\_\_

Small Business Certification 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: \_\_\_\_\_



**6.3 RECEIPT OF ADDENDA**

A. *Call Skagit Transit's Contracts Administrator prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.*

B. Receipt of the following Addenda is acknowledged:

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

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

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

C. No Addenda Received \_\_\_\_\_ (initial)

**6.4 BIDDER'S CERTIFICATION**

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

- ❖ The nature of the Work and the goal of the Contract;
- ❖ The instructions and requirements of this solicitation;
- ❖ The terms and conditions of the resulting Contract;
- ❖ That all costs except sales tax 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 sixty (60) 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 Skagit Transit Board of Directors.
- ❖ That the submitted bid will become part of the public record.
- ❖ That I/we will perform all Work in strict compliance with the Contract Documents for the amounts set forth below in Section 6.5, Bid Pricing Schedule.

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

\_\_\_\_\_  
Date

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

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

**6.5 BID PRICING SCHEDULE**

For purposes of bid evaluation, the Total Bid Price, Part 6.6 below, shall be the sum of all parts as follows:

- Total of all line items in both columns for each pricing section of Part 6.5-A, Items 1 – 7.

**A. TIRE PRICES****1) Full-Size Transit Bus, Ready-To-Go Stock****Front Steer Axle – New Tire (includes Dismount & Mounting, Valve Stems & Balancing)**

TIRE SIZE	BRAND	UNIT PRICE	QUANTITY	EXTENDED PRICE
305/85R22.5		\$	8 EA	\$
305/70R22.5		\$	4 EA	\$
275/70R22.5		\$	8 EA	\$
225/75R16		\$	8 EA	\$
			<b>TOTAL</b>	<b>\$</b>

**2) Full-Size Transit Bus, Ready-To-Go Stock****Rear Capped Tires – Siped (includes Dismount & Mounting, Valve Stems & Balancing)**

TIRE SIZE	BRAND	UNIT PRICE	QUANTITY	EXTENDED PRICE
305/85R22.5		\$	10 EA	\$
305/70R22.5		\$	8 EA	\$
275/70R22.5		\$	10 EA	\$
225/75R16		\$	10 EA	\$
			<b>TOTAL</b>	<b>\$</b>

**3) Full-Size Transit Bus, Ready-To-Go Stock****Recap Casings**

TIRE SIZE	BRAND	UNIT PRICE	QUANTITY	EXTENDED PRICE
305/85R22.5		\$	4 SETS EA	\$
305/70R22.5		\$	4 SETS EA	\$
275/70R22.5		\$	4 SETS EA	\$
			<b>TOTAL</b>	<b>\$</b>

- 4) **Cutaway Transit Bus, Ready-To-Go Stock** (New tire, includes Dismount & Mounting, Valve Stems & Balancing)

TIRE SIZE	BRAND	PRICE	SNOW TIRE PRICE
225/75R16		\$	\$
		<b>TOTAL</b> (ADD BOTH COLUMNS)	\$

- 5) **Passenger Vans** (New tire includes Dismount & Mounting, Valve Stems & Balancing)

TIRE SIZE	BRAND	PRICE	SNOW TIRE PRICE
245/75R16		\$	\$
LT245/75R16		\$	\$
LT245/75R16E		\$	\$
P235/60R16		\$	\$
P225/65R17		\$	\$
P225/65R16		\$	\$
P225/60R17		\$	\$
P225/60R16		\$	\$
P215/65R17		\$	\$
P215/65R16		\$	\$
		<b>SUB-TOTAL</b>	\$
		<b>TOTAL</b> (ADD BOTH COLUMNS)	\$

- 6) **Other Staff / Service Vehicles** (New tire includes Dismount & Mounting, Valve Stems & Balancing)

TIRE SIZE	BRAND	PRICE	SNOW TIRE PRICE
LT245/75R17		\$	\$
P235/70R16		\$	\$
P245/60R18		\$	\$
225/70R19.5		\$	\$
P225/65R16		\$	\$
P215/60R16		\$	\$
P205/60R16		\$	\$
P185/65R15		\$	\$
P125/70R16		\$	\$
		<b>SUB-TOTAL</b>	\$
		<b>TOTAL</b> (ADD BOTH COLUMNS)	\$

7) **Miscellaneous Tire Sizes** (New tires include Dismount & Mounting, Valve Stems & Balancing)

TIRE SIZE	BRAND	PRICE	SNOW TIRE PRICE
265/70R19.5		\$	\$
245/70R19.5		\$	\$
235/85R16		\$	\$
215/75R15		\$	\$
215/65R15		\$	\$
205/65R15		\$	\$
LT245/75R17		\$	\$
LT225/75R16		\$	\$
P235/55R17		\$	\$
LT245/70R17		\$	\$
LT215/75R15		\$	\$
P215/75R15		\$	\$
P205/70R15		\$	\$
SUB-TOTAL		\$	\$
		TOTAL (ADD BOTH COLUMNS)	\$

**6.6 TOTAL BID PRICE**

Insert the above Totals from all pricing sections in 6.5(A), Items 1 through 7, in the spaces below and total them to arrive at the Total Bid Price upon which bids will be evaluated and award will be based.

6.5-A(1) – Full-Size Transit Bus Ready-To-Use Front Steer Axle - New	\$
6.5-A(2) – Full-Size Transit Bus Ready-To-Use Rear Capped - Siped	\$
6.5-A(3) – Full-Size Transit Bus Ready-To-Use Recap Casings	\$
6.5-A(4) – Cutaway Transit Bus Ready-To-Use	\$
6.5-A(5) – Passenger Vans (Vanpool & Staff)	\$
6.5-A(6) – Other Staff/Service Vehicles	\$
6.5-A(7) – Miscellaneous Tires	\$
<b>TOTAL BID PRICE</b>	\$

**6.7 RETREAD / RECAPPING SERVICE**

Provide prices below for this type of service and include the cost for siping Rear Capped Tires and any disposal fees.

<b>TIRE SIZE "CAP &amp; CASING "</b>	<b>TREAD DESIGN</b>	<b>TREAD DEPTH</b>	<b>CAPPING PROCESS</b>	<b>PRICE PER TIRE</b>
305/85R22.5				\$
305/70R22.5				\$
275/70R22.5				\$
225/75R16				\$

**6.8 OTHER TIRE SERVICES**

Provide prices below for the following services and include any disposal fees:

<b>SERVICE</b>	<b>PRICE PER TIRE On/Off Vehicle</b>	<b>PRICE PER TIRE On/Off Wheel</b>
<b>1. CHANGE TIRE – DISMOUNT AND MOUNT</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
Bus Tire	\$	\$
If other type, please list:	\$	\$
<b>2. TIRE ROTATION – MOUNTED TIRES</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
Bus Tire	\$	\$
If other type, please list:	\$	\$
<b>3. TIRE BALANCE</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
Bus Tire	\$	\$
If other type, please list:	\$	\$

SERVICE	PRICE PER TIRE On/Off Vehicle	PRICE PER TIRE On/Off Wheel
<b>4. WHEEL BALANCE – COMPUTER SPIN</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
Bus Tire	\$	\$
If other type, please list:	\$	\$
<b>5. WHEEL ALIGNMENT</b>		
Vehicle Alignment - Passenger Tire	\$	\$
LT Truck	\$	\$
If other type, please list:	\$	\$
<b>6. FLAT REPAIR – REMOVE, REPAIR AND MOUNT</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
Bus Tire	\$	\$
If other type, please list:	\$	\$
<b>7. STUDDING</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
Bus Tire	\$	\$
If other type, please list:	\$	\$
<b>8. WINTER CHANGE OVER</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
<b>9. SPRING CHANGE OVER</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
<b>10. WHEEL POWDER COATING</b>		
LT Truck Tire	\$	\$
Bus Tire	\$	\$

SERVICE	PRICE PER TIRE On/Off Vehicle	PRICE PER TIRE On/Off Wheel
<b>11. TPMS RELEARN SERVICE / SERVICE KIT (Incl. new washer, valve &amp; valve cap)</b>		
Passenger Tire	\$	\$
LT Truck Tire	\$	\$
If other type, please list:	\$	\$

**6.9 EMERGENCY REPAIR AND ROAD SIDE ASSISTANCE**

Road Side Assistance includes snow chain installation and removal.

During Business Hours	\$ per Hour
After Hours	\$ per Hour
Holidays	\$ per Hour

**6.10 BUSINESS HOURS**

Provide your company's hours for each day of the week that are considered "Business Hours" and "After Hours" as they relate to services and Road Side Assistance:

DAY OF THE WEEK	BUSINESS HOURS	AFTER HOURS
MONDAY	From: To:	From: To:
TUESDAY	From: To:	From: To:
WEDNESDAY	From: To:	From: To:
THURSDAY	From: To:	From: To:
FRIDAY	From: To:	From: To:
SATURDAY	From: To:	From: To:
SUNDAY	From: To:	From: To:

<p style="text-align: center;"><b>HOLIDAYS</b> (List all holiday closures)</p>		
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#### 6.11 OPTION YEAR PRICING – CONTRACT RENEWAL

Provide a percentage in the spaces below that will represent the rate of increase for each Option Year exercised. The percentage rate will be applied to the current price to arrive at the new price for the applicable Option Year. (i.e. if the current price is \$100.00 and the Contractor proposed a 3% increase for Option Year One, then the price offered for that year is \$103; if a 2% increase is offered for Option Year Two, then the price for that year is \$105 and so on).

<b>ITEM</b>	<b>Option Year 1</b> <b>(9/1/19 – 8/31/20)</b>	<b>Option Year 2</b> <b>(9/1/20 – 8/31/21)</b>	<b>Option Year 3</b> <b>(9/1/21 – 8/31/22)</b>
a) New Tires – All	%	%	%
b) Tire Services – All (Except Road Calls)	%	%	%

**END OF SECTION 6**



**AFFIDAVIT CONCERNING NON-COLLUSION, CONFLICTS OF INTEREST,  
ANTI-KICKBACKS, SEGREGATED FACILITIES, DEBARMENT AND SUSPENSION**

**NON-COLLUSION**

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

**CONFLICTS OF INTEREST & ANTI-KICKBACKS**

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

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

**CONTINGENT FEES AND GRATUITIES**

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

**SEGREGATED FACILITIES**

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any contract resulting from acceptance of this bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

**DEBARMENT AND SUSPENSION**

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

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

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

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

**THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.**

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

\_\_\_\_\_  
Date

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

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

**Federal Transit Administration (FTA)**

This Contract is subject to the Federal Transportation Administration's (FTA) Buy America requirements. The following Buy America Certificate must be completed and submitted with the bid. A bid which does not include the Certificate may be considered non-responsive. A waiver from the Buy America requirement may be sought by the FTA if grounds for the waiver exist.

The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include and include final assembly in the United States for 15 passenger vans and wagons produced by Chrysler Corporation, microcomputer equipment, software, small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Bidders must submit to Skagit Transit the appropriately completed Buy America Certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids that are not accompanied by a completed Buy America Certification will be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products:****Certificate of Compliance with 49 U.S.C. 5323(j)(1)**

The Bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

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

Title \_\_\_\_\_

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

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)**

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

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

Title \_\_\_\_\_

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

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

## CERTIFICATIONS AND REPRESENTATIONS

(GRANT FUNDS)

### 1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

**For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

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

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*\*\*THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL\*\*\***

**TIRES & RELATED SERVICES**

The Bidder, certifies that in conjunction with any performance under contract with Skagit Transit they will provide a Drug-Free Workplace by:

- I. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace are prohibited and specifying the action(s) that will be taken against employees for violation of such prohibition.
- II. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace; and
  - b. The policy of maintaining a drug-free workplace; and
  - c. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- III. Making it a requirement that each employee to be engaged in performance under the contract be given a copy of the statement required by Paragraph I.
- IV. Notifying such employee, in the statement required by Paragraph I, that the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- V. Notifying Skagit Transit within ten (10) days after receiving notice under subparagraph IV (B), from an employee or otherwise receiving actual notice of conviction.
- VI. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph IV (B), with respect to any employee so convicted;
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- VII. Making a good faith effort to continue to remain a drug-free workplace through implementation of paragraphs I, II, III, IV, V, and VI.
- VIII. Provide Skagit Transit with a copy of their Drug Free Workplace Policy for review and approval prior to beginning performance under the contract and each time changes are made to the Policy.
- IX. Re-certify Drug Free Workplace compliance annually during the Contract Term.

Name of Firm: \_\_\_\_\_

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

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

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

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

**Federal Transit Administration (FTA)**

As required by 49 CFR Part 26.11, Skagit Transit is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting subcontracts on U.S. Department of Transportation-assisted contracts. To comply with this provision of the regulations, Skagit Transit requests the following information required by the FTA.

**This information is not used in determining award of contract or in evaluating your bid or proposal in any way. Providing this information is voluntary.**

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

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

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

Date Signed: \_\_\_\_\_

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women's Business Enterprises?

☐ Yes

☐ No

Is your firm a Small Business Enterprise (SBE) meeting the size requirements of 49 CFR Part 26.65 whereby average annual gross receipts for the previous three years do not exceed \$22.41 million (or as adjusted for inflation by the Secretary of USDOT)?

☐ Yes

☐ No

How long has your firm been in business? \_\_\_\_\_

Please check the box that describes your total (national) gross annual receipts:

☐ Less than \$500,000

☐ \$3,000,001 - \$3,500,000

☐ \$500,000 - \$1,000,000

☐ \$3,500,001 - \$4,000,000

☐ \$1,000,001 - \$1,500,000

☐ \$4,000,001 - \$4,500,000

☐ \$1,500,001 - \$2,000,000

☐ \$4,500,001 - \$5,000,000

☐ \$2,000,001 - \$2,500,000

☐ \$5,000,001 - \$5,500,000

☐ \$2,500,001 - \$3,000,000

☐ Greater than \$5,500,000

Please return this form to Skagit Transit's Contracts Administrator, 600 County Shop Lane, Burlington, WA 98233 or include it with your bid or proposal.

Thank you very much!

**SKAGIT TRANSIT**

**INVITATION FOR BIDS #19-003-F**

**FOR**

**TIRES & RELATED SERVICES**

**EXHIBIT A – SAMPLE CONTRACT**

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**  
**CONTRACT NUMBER: 19-003-F**

**TITLE:** TIRES & RELATED SERVICES

**TERM:** 12:01 a.m. PDT on September 1, 2019 through 11:59 p.m. PDT on \_\_\_\_\_ August 31, 2021, with three optional years available in successive one-year terms, upon mutual acceptance of the parties and in accordance to Option Year Pricing.

**PARTIES:**

**SKAGIT TRANSIT SYSTEM (SKAGIT TRANSIT)**

600 County Shop Lane, Burlington, WA 98233

Phone: 360-757-8801 / Fax: 360-757-8019

Contacts: Al Schaner, Maintenance Manager – [aschaner@skagittransit.org](mailto:aschaner@skagittransit.org)  
 Greg Latham, Maintenance Supervisor – [glatham@skagittransit.org](mailto:glatham@skagittransit.org)  
 Elisa Rizzo, Procurement and Contracts Coordinator – [erizzo@SkagitTransit.org](mailto:erizzo@SkagitTransit.org)  
 Kelly Borden, Payments & Invoicing – [kborden@SkagitTransit.org](mailto:kborden@SkagitTransit.org)

**ABCXYZ COMPANY (CONTRACTOR)**

Address, City, State, Zip

Phone: / Fax:

Contacts:

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of August, 2019, by and between the SKAGIT TRANSIT SYSTEM, a Washington municipal corporation, (Skagit Transit), and \_\_\_\_\_, a Washington \_\_\_\_\_ (Contractor).

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

1. **Contract Documents:** This Agreement; The entire solicitation titled IFB #19-003-F; Contractor's submitted Proposal and any supplemental items, as accepted by Skagit Transit; All Addenda issued prior to and all modifications issued after execution of this Agreement, constitute the Contract Documents and are complementary. These form the Agreement and all are as fully a part of the Agreement as if attached hereto or repeated herein.
2. **Purchase and Sale:** Skagit Transit agrees to purchase, and the Contractor agrees to sell, new tires and tire related services in accordance with the Contract Documents attached herein by reference.
3. **Time of Performance:** Contractor shall commence work upon contract execution and shall continue in good faith and effort for a period of two (2) years, unless sooner terminated. Three (3) successive one-year terms may be exercised at Skagit Transit's discretion.
4. **Rate of Payment:** Is set forth on the Contractor's submitted Bid Form attached herein by reference. Skagit Transit shall pay the Contractor in current U.S. funds in accordance with the provisions for payment less any deductions as provided in the Contract Documents.
5. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement.



# ***SAMPLE*** / INDEPENDENT CONTRACTOR AGREEMENT

## **1.00 ADDITIONS OR DELETIONS**

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

## **2.00 ASSIGNMENT**

This Contract shall be binding on the Parties and their successors and assignees. Contractor shall not assign its obligations, monies payable, transfer any interest, or subcontract the Work provided under this Contract without prior written notification to Skagit Transit. Any potential assignee shall assume all obligations of the Contractor under this Contract and shall be jointly and severally liable with the Contractor for performance of all terms, covenants and conditions of this Contract. Contractor shall be responsible to ensure that all contract requirements flow down to any approved subcontractors.

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

- A) **General Requirement:** Contractor will at all times, at its sole cost and expense, comply with all applicable federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the Work and services under this Contract. Should the Contractor be determined to be in violation of federal, State, or local laws or regulations, Skagit Transit reserves the right to modify its initial determination of responsibility at the time of award and take other action as determined appropriate, including but not limited to termination of the Contract.
- B) **Registration:** Contractor's business must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Skagit Transit can enter into a contract with an Out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at [corps@sos.wa.gov](mailto:corps@sos.wa.gov).
- C) **Licenses, Permits and Similar Authorizations:** Contractor, at no expense to Skagit Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, Contractor shall notify Skagit Transit immediately of such condition in writing.
- D) **Taxes:** Contractor will be responsible for adding sales tax to amounts due under the Contract and making tax payments to the State of Washington as applicable. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No charge by Contractor shall be made for Federal Excise Tax and Skagit Transit agrees to furnish Contractor with an exemption certificate where appropriate.
- E) **Wage and Hours Laws:** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Skagit Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

# ***SAMPLE*** / INDEPENDENT CONTRACTOR AGREEMENT

## **4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT**

- A) In regards to any performance under the Contract, Contractor affirms that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the Contract work or services, and that it shall not employ any person or agent having such interest. In the event Contractor or its agents, employees or representatives acquire such a conflict of interest, Contractor shall immediately disclose such interest to Skagit Transit and take immediate action to eliminate the conflict or to withdraw from the Contract as Skagit Transit may require.
- B) No Skagit Transit officer, employee, agent, Board member, or family member of same shall have or acquire any personal interest in Contractor's proposal or have solicited, accepted or granted a present or future gift, favor, service, or other thing of intrinsic value from or to any person involved in the solicitation, and that no such gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Skagit Transit or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the award or performance of this Contract.
- C) Skagit Transit employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special consideration or anything of economic value from any present or potential contractor, subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with Skagit Transit. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).

## **5.00 CONFLICT AND SEVERABILITY**

- A) In the event of a conflict between the solicitation documents and the terms and conditions of the Contract, Skagit Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Documents in its entirety and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.
- B) In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

## **6.00 CONTRACT MODIFICATIONS**

- A) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Contract shall be effective without prior written consent of Skagit Transit. Oral changes, amendments or agreements are not permitted. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the parties. Only Skagit Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Skagit Transit.
- B) Either party may initiate a Change Request to the other in writing. Within ten (10) calendar days after receipt from Skagit Transit of any written change request, Contractor shall submit a detailed price schedule proposal for the work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change. Any change exceeding twenty-five percent (25%) of the Contract Amount is considered an impermissible "Cardinal Change". Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (Article 9.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.

# ***SAMPLE*** / INDEPENDENT CONTRACTOR AGREEMENT

## **7.00 DELIVERY OF SERVICES**

All work or services must be made at the applicable work site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. For any exception to agreed-upon delivery dates Contractor shall give prior notification and obtain written approval thereto from Skagit Transit. When delivering any goods to Skagit Transit, Contractor must obtain a signature from one of Skagit Transit's designated receiving personnel. Skagit Transit does not accept COD shipments. All goods shall be shipped FOB Destination, Prepaid and Allowed, unless otherwise specified or agreed to in writing. Any claim submitted by the Contractor to a carrier for loss, injury, or destruction of goods in transit shall not release Contractor from any other contractual obligations herein.

## **8.00 DESIGNATED EMPLOYEES**

All work or services shall be performed by the Contractor, its employees, agents, representatives, or by authorized subcontractors. No other individuals shall perform the Contract Work without the prior written consent of Skagit Transit. Contractor shall notify Skagit Transit in writing of its intent to replace or substitute key personnel. Skagit Transit reserves the right to request the removal of any of the Contractor's employees, agents, representatives and subcontractors and the Contractor shall replace such persons upon demand by Skagit Transit.

## **9.00 DISPUTES**

- A) **Decision of the Executive Director:** Except for bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights under Part C below. If the Executive Director does not issue a written decision regarding any contract controversy within seven (7) calendar days after Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, Contractor mails or otherwise delivers a written appeal to the Skagit Transit Board of Directors. Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.
- B) **Performance during Dispute:** Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.
- C) **Appeals:** Contractor may appeal the Executive Director's decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Skagit Transit Board Chairperson within seven (7) calendar days of receipt of the Executive Director, or designee's, decision. The Executive Director, or designee's, decision shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. A three-member committee of the Skagit Transit Board, as appointed by the Board, shall decide the appeal. Written argument must be submitted to the committee. The committee may affirm or reverse the decision of the Executive Director, or designee, or reverse the decision in part. The decision of the committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

# ***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

- D) **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Skagit Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Skagit County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.
- E) This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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

- A) **Force Majeure Definition:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. In the event Contractor is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Contractor agrees to make such delivery or performance as soon as practicable or shall immediately assist Skagit Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.
- B) **Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
- C) **Rights Reserved:** Skagit Transit reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against Skagit Transit.

## **11.00 ENFORCEMENT COSTS**

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

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## **12.00 ENGLISH LANGUAGE**

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

## **13.00 ERRORS AND OMISSIONS**

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

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

- A) To the fullest extent permitted by law, Contractor shall protect, defend, indemnify, save and hold harmless Skagit Transit, its officers, agents, and employees from and against any and all claims (real or imaginary), losses, damages, demands, expense (including reasonable attorney fees incurred in defense) and liabilities (including payroll taxes, penalties or interest); for any suits and judgments in law and equity that may at any time arise by any breach of the above representations, Contractor's failure to meet the obligations of the Contract, or Contractor's failure to comply with any federal, State or local regulation or law; or any suits or proceedings for bodily injuries (including death and emotional claims) or property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom in connection with work performed under this Contract; or caused or occasioned in whole or in part by reason of the presence of Contractor, its employees, agents or their property upon or in proximity to the property of Skagit Transit, or any other property upon which Contractor is performing any work called for or in connection with this Contract, *except* only for those losses, damages or injuries resulting solely from the negligence of Skagit Transit, its officers, agents, and employees. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Contract.
- B) If a lawsuit in respect to this hold harmless provision ensues, Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, employees, and volunteers, Contractor shall pay the same.
- C) Contractor shall give Skagit Transit immediate notice of any suit or action filed or prompt notice of any claim made against Skagit Transit arising out of the performance of this Contract. Contractor shall furnish immediately to Skagit Transit copies of all pertinent papers received by Contractor. If the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.
- D) This Article 14.00 does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

## **15.00 INSPECTION AND REJECTION**

- A) Contractor shall provide and maintain an inspection system acceptable to Skagit Transit covering the services under this Contract. Complete records of all inspection and testing work performed by the Contractor shall be made available to Skagit Transit upon request and for as long afterwards as the Contract requires. Skagit Transit reserves the right to inspect and test all goods and services called for by the Contract to the extent practicable at all places and times during the term of the Contract. Skagit Transit shall perform inspections and tests in a manner that will not unduly delay contract performance.

# ***SAMPLE*** / INDEPENDENT CONTRACTOR AGREEMENT

- B) Skagit Transit's inspection of all materials, equipment or services shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to the contract requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, Skagit Transit will promptly notify Contractor thereof. Without limiting any other rights, Skagit Transit at its option may require Contractor to: repair or replace, at Contractor's expense, any or all of the damaged goods, or refund the price of any or all of the damaged goods, or accept the return of any or all of the damaged goods.

## **16.00 INSURANCE REQUIREMENTS**

- A) Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein from insurers licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner pursuant to RCW Title 48. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. The insurance shall protect Skagit Transit against any and all claims for damages to persons or property arising under Contract performance whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Skagit Transit harmless for any claims presented to it as a result of the Contractor's negligence.
- B) All costs for insurance shall be incidental to and included in the cost proposal and no additional payment will be made by Skagit Transit. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Skagit Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.
- C) **Evidence of Insurance:** Prior to any performance commencing under this Contract, Contractor and any subcontractors will provide Skagit Transit a full and certified copy of the ACORD Certificate insurance policy, or policies, and any schedule of underlying policies for Skagit Transit's approval within ten (10) calendar days of Contract Award. If the Contract is executed, no payment will be due until all insurance certificates are furnished. Skagit Transit reserves the right to request a certified duplicate original of the policy or policies at any time.
- D) **Primary Coverage:** Contractor's insurance afforded herein shall be primary insurance and any insurance or self-insurance maintained by Skagit Transit shall be considered excess coverage and not contributory insurance to that provided by the Contractor. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E) **Minimum Scope and Limits of Insurance:** Coverage listed below is the minimum to be provided and not limitations of liability under the Contract, indemnification, or applicable law provisions. Skagit Transit shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and may, at its expense, purchase greater limits and broader coverage. Coverage for each policy period shall be at least as broad as the following:
- (1) **Commercial General Liability:** One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage, including Personal Injury/death; Premise and Operations; Contractual Liability; Protective Liability; Products and Completed Operations; and a general aggregate limit of at least Two Million Dollars (\$2,000,000).
  - (2) **Commercial Automobile Liability:** One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage for all owned, non-owned, and hired or rented vehicles assigned to or used in the performance of the Work or services.

# ***SAMPLE*** / INDEPENDENT CONTRACTOR AGREEMENT

- (3) **Employer's Liability and Workers' Compensation:** Workers' Compensation shall be provided in the State Statutory Limits and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. If Contractor is not eligible for Worker's Compensation Insurance it shall indemnify and hold Skagit Transit harmless for any claims presented to it solely as a result of the Contractor's actions.
- (4) **Additional Insured Endorsement:** Skagit Transit shall be named as Additional Insured on both Commercial General Liability and Auto Liability policy, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and whether the Certificate of Insurance provided by the Contractor describes lower limits than those maintained by the Contractor. **Language such as the following will be used in the description area of the ACORD Certificate: "SKAGIT TRANSIT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT #19-003-F".**
- (5) **Errors and Omissions Endorsement:** For all errors and omissions for which the insured is held legally liable.
- F) **Excess Liability:** Coverage in the minimum amounts set forth above shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- G) **Failure of Coverage:** Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of contract upon which Skagit Transit may, after giving five (5) business days written notice to Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Skagit Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Skagit Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Skagit Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve Contractor from its insurance obligations hereunder.
- H) **Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to Skagit Transit within one (1) business day of Contractor's receipt of such notice.
- I) **Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, and employees, Contractor shall pay the same.
- J) **Rights of Subrogation:** Skagit Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. Contractor shall cooperate with Skagit Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Skagit Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of Contractor to promptly remit the sums due to Skagit Transit under the provisions of this subpart.

# ***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

## **17.00 JURISDICTION LAWS AND VENUE**

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

## **18.00 LIENS, CLAIMS AND ENCUMBRANCES**

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

## **19.00 NON-DISCRIMINATION**

- A) Skagit Transit is an Equal Opportunity Employer. With respect to performance under this Contract, Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.
- B) In all solicitations made by the Contractor for work to be performed under subcontract, including procurements of goods or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto.
- C) In the event of breach of any of the above non-discrimination covenants, Skagit Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Skagit Transit may bar the Contractor from performing any services for Skagit Transit now, or in the future, unless a showing is made satisfactorily to Skagit Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

## **20.00 OPTION YEARS – CONTRACT RENEWAL**

At Skagit Transit's discretion and no later than sixty (60) calendar days prior to the end of the initial two-year Contract Term, and any subsequent terms thereafter, the parties shall negotiate to extend the Contract for an additional one-year term by utilizing the applicable Option Year prices provided on the Contractor's submitted Bid Form. If Contractor does not desire to exercise an Option Year for an upcoming renewal term, written notification must be given Skagit Transit at least ninety (90) days prior to the termination date of the initial Contract Term or current Option Year term.

## **21.00 PAYMENT**

- A) All payments under this Contract are considered full compensation for goods delivered and services rendered. **Pre-payments are not permitted.** If applicable, Contractor and its subcontractors shall have a business license with the City having jurisdiction over the Contract Work *prior to* any Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.



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- B) **Pay Requests:** A request for payment is to be submitted with detailed documentation of the work or service completed in accordance with the Contract. Each pay request must contain the following minimum information: 1) Contract name or number; 2) Skagit Transit's customer account number; 3) Invoice number; 4) Date of invoice; 5) Payment due date; 6) Date of service and description of work completed; 7) Quantity and unit measure of items purchased; 8) Price per item; 9) Extended price; 10) Subtotal; 11) State sales tax; 12) Total purchase amount. This list is not necessarily all-inclusive. Any supporting paperwork associated with a particular invoice must reference the same identifying number. For example, work orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with these requirements may delay payment.
- C) **Approval of Invoices:** Prior to approval of payment, the Skagit Transit Project Manager shall make verification of work performed or items received. Payment shall be based upon the Contractor's prices submitted on Contractor's Bid Form, Section 6 of the Bid Documents, except as may be modified by written Amendment.
- D) **Invoices shall be submitted to:** Skagit Transit, Accounts Payable, 600 County Shop Lane, Burlington, WA 98233 for all transactions made as soon as practicable after the service was performed or items were delivered rather than on a monthly basis.
- E) **Payment:** Will be made by Skagit Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by Skagit Transit. Acceptance of such payment by Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.
- F) **Payment does not imply acceptance of Work:** The granting of any payment by Skagit Transit, or the receipt thereof by Contractor, shall not constitute in any sense acceptance of the Work or service, or any portion thereof, and shall in no way lessen the liability of Contractor to remedy defective work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Payment does not waive Skagit Transit's right to reject defective or non-conforming Work, materials, equipment or service even though the same is covered by the payment, nor is it a waiver of any other rights of Skagit Transit.

### **22.00 PERFORMANCE STANDARDS**

- A) As used in this Article, the word "*service(s)*" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- B) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the contract requirements, Skagit Transit will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other rights, Skagit Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense; 2) refund Skagit Transit the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.
- C) Contractor shall acknowledge such notice within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the Skagit Transit Project Manager, or designee.

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- D) Within seven (7) calendar days of acknowledging said notice, Contractor must provide Skagit Transit with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. Skagit Transit may accept or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
- E) In the case of an emergency where Skagit Transit believes delay could cause serious injury, loss or damage, Skagit Transit may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of Skagit Transit employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and Skagit Transit may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- F) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Skagit Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Skagit Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three business (3) days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for Skagit Transit contracts may be rejected without consideration.
- G) This procedure to remedy defects is not intended to limit or preclude any other remedies available to Skagit Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Skagit Transit of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.
- H) **Third Party Claims:** In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

### **23.00 PRICE ADJUSTMENTS**

- A) As a cost of running business, certain circumstances may require an economic price adjustment to the original prices submitted on Contractor's Bid Form, Section 6, providing such adjustments do not deviate from the original contract pricing scheme/methodology, and the increase is caused by a direct result of factors outside of the Contractor's control such as: the cost of raw materials, the cost charged by the supplier/manufacturer, a change in supplier location or implementation of new laws, regulations, insurance adjustments, etc..
- B) Price adjustment requests must be filed in writing with Skagit Transit's Contracts Administrator after the initial two-year term of the Contract has ended and, if possible, a minimum of sixty (60) calendar days before the effective date of the proposed increase. The written request shall clearly identify the items impacted by the increase and include documentation sufficient to establish that the increase is consistent with current market conditions and that Contractor could not get a better price from another manufacturer or supplier. Reference may be made to U.S. published indices such as the Producers Price Index (PPI) for the commodity, the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price changes to help substantiate and document the Contractor's request.

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- C) Contractor must further submit with their request detailed cost data showing profit, and any other documentation that Skagit Transit deems necessary to determine through a cost analysis or audit that any increase is fair and reasonable. Contractor must establish that their cost increases are five percent (5%) or higher. When the cost increase is less than five percent (5%) requests will be denied. Approved prices shall remain firm-fixed for at least one (1) year after the effective date of the adjustment made by written Amendment to the Contract. All other payment terms will remain in effect under the original Contract. Skagit Transit reserves the right to deny the Contractor's price increase request or terminate the Contract.

### **24.00 PROPERTY LIABILITY**

Unless otherwise provided for, Contractor assumes the risk and shall be responsible for any loss or damage to Skagit Transit property furnished under this Contract resulting from Contractor's negligent or willful misconduct. Contractor shall bear no liability for any negligent acts or abuse of property by Skagit Transit.

### **25.00 RECORD OWNERSHIP, RETENTION, AUDIT AND INSPECTION**

- A) All records, reports, documents, or other materials produced, obtained or prepared by the Contractor in connection with the contract work shall become the property of Skagit Transit and shall, upon request, be provided to Skagit Transit free of charge, or upon termination or expiration of the Contract, whichever is sooner. Contractor shall maintain all records relative to the Contract for a period of at least three (3) years from the termination or expiration of the Contract. Contractor shall preserve the confidentiality of all Skagit Transit documents and data accessed for use in Contractor's work product.
- B) Contractor agrees that Skagit Transit or any of its duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all books, records, documents, and other data of the Contractor related to pricing or performing the Contract in order to evaluate the accuracy, completeness and currency of the cost of pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of pricing data submitted, along with the computations and projections used.

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

- A) The parties agree that an independent contractor relationship will be created by this Contract whereby, in the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Skagit Transit under chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- B) Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- C) Contractor shall indemnify and hold harmless Skagit Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent contractor.

### **27.00 REPRESENTATIVES**

- A) **Skagit Transit Representatives:** The Procurement and Contracts Coordinator is Skagit Transit's designated representative for contract compliance. The Project Manager is the designated representative for performance compliance. Both are listed on the first page of this Contract.

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- B) **Contractor Representative:** At the time of Contract Award, Contractor shall appoint a representative as a Point of Contact ("POC") for Skagit Transit and contract liaison agent through whom Skagit Transit will communicate. POC shall respond to all written communications from Skagit Transit representatives within seven (7) calendar days from receipt.
- C) Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

## **28.00 RISK OF LOSS AND TITLE**

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

## **29.00 SERVICE OF NOTICES**

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

## **30.00 STATE AND LOCAL LAW DISCLAIMER**

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

## **31.00 SUGGESTIONS TO CONTRACTOR**

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

## **32.00 SUPERVISION AND COORDINATION**

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

## **33.00 SUSPENSION OF CONTRACT**

Skagit Transit may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from Skagit Transit.

## **34.00 WARRANTIES AND GUARANTEES**

- A. Contractor warrants to Skagit Transit that all work and materials furnished under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any manufacturer's warranty.

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- B. Contractor shall furnish to Skagit Transit any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.
- C. Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and subcontractors and that Skagit Transit receives any warranty related Work from same. If the Original Equipment Manufacturer (OEM) provides a warranty that is greater in scope or duration than the Contractor's warranty to Skagit Transit, then Skagit Transit shall receive the increased warranty benefits. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Skagit Transit by Contractor and those extended to Contractor by its suppliers, vendors, distributors and subcontractors. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.
- D. **Workmanship.** Contractor hereby guarantees all Contract Work against defective materials or faulty workmanship for a minimum period of one (1) year after acceptance (payment) by Skagit Transit, or within such longer period of time as may be prescribed by law, and shall replace or repair any defective materials or faulty workmanship during the period of the guarantee at no cost to Skagit Transit. This warranty shall be in addition to any other express or implied warranties for particular materials or work items indicated in the Contract Documents, and in addition to other rights or remedies available to Skagit Transit under this Contract or at law. Skagit Transit shall immediately give written notice to Contractor of any defect discovered within said warranty period. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, or Skagit Transit determines the Contractor's corrective action is not satisfactory, Skagit Transit, in its sole discretion, may correct the defect itself and charge-back the cost to the Contractor, including shipping charges, regardless of who actually corrects the defect.
- E. **Product.** Contractor warrants to Skagit Transit that all products and materials furnished under this Contract will be of the highest quality and new; free from liens, infringements, faults and defects, be in conformance with the Contract Documents, and be fit for the known purpose for which they are sold. All such products and materials shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. All products and materials not so conforming to these standards shall be considered defective. If required by Skagit Transit, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of products and materials.
- F. **Price:** Contractor guarantees that the prices charged Skagit Transit do not exceed the prices charged by the Contractor to any other customer purchasing the same goods or services in like or similar quantities and under similar terms and conditions.
- G. **Remedies.** Contractor will maintain copies of all warranty information and shall cooperate with Skagit Transit to immediately facilitate any warranty related work to satisfactorily correct the defect, error, or non-conformity at Contractor's sole expense. Warranties shall not apply to work or materials that have been abused or neglected by Skagit Transit. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. The Skagit Transit Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.
- H. **Warranty of Title.** Exclusive of software, Contractor shall have no property right in the products and materials used after they have been attached or affixed to Skagit Transit real property, or after any payment has been made by Skagit Transit towards the value of materials delivered to the work, or stored subject to or under the control of Skagit Transit. Title to all such products and materials shall become the property of Skagit Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Skagit Transit, whichever occurs earlier.

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## **35.00 REQUIRED FEDERAL CLAUSES**

This Contract is funded in whole or in part with federal operating funds; therefore the following Federal Transit Administration (FTA) contract clauses are incorporated herein. The FTA required terms are not negotiable and must be included in any subcontracts awarded by the Contractor unless specified otherwise.

### **35.01 ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, or any extensions thereof, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Skagit Transit, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- b) Permit any of the foregoing parties access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) Provide, pursuant to 49 C.F.R. 633.17, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

*FTA does not require the inclusion of these requirements in subcontracts. Reference 49 CFR 18.39 (i) (11).*

### **35.02 BREACHES AND DISPUTE RESOLUTION**

**Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to Skagit Transit's Board of Directors. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Directors shall be binding and Contractor shall abide by the decision.

**Performance during Dispute.** Unless otherwise directed by Skagit Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Skagit Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington.

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## **35.03 BUY AMERICA**

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general public interest waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

*Contractor's completed Buy America Certification submitted with their Bid shall be incorporated into this Contract by reference.*

## **35.04 CARGO PREFERENCE REQUIREMENTS**

Contractor agrees comply with 46 U.S.C. Section 55303 and Maritime Administration regulations, "Cargo Preference-U.S. Flag Vessels," 46 CFR Part 381 which requires the use of privately owned U.S. Flag commercial vessels to transport at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any federally assisted property involved, pursuant to the underlying Agreement, to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels. Contractor must furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to Skagit Transit, (through the Contractor in the case of a subcontractor's bill-of-lading).

*Contractor agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

## **35.05 CIVIL RIGHTS / TITLE VI REQUIREMENTS**

1. **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** Contractor agrees to comply with all Equal Employment Opportunity requirements applicable to this Contract as follows and with any implementing requirements that the FTA may issue:
  - a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

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employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
4. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
5. **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Skagit Transit shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

### **35.06 CLEAN AIR AND WATER REQUIREMENTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued under:

- 1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q. and;
- 2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377 and;
- 3) Executive Order 11738 and Environmental Protection Agency regulations 40 CFR, Part 15, which prohibits the use of non-exempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities.



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Contractor agrees to report each violation to Skagit Transit and understands and agrees that Skagit Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

*Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.*

## **35.07 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the Contract Work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation / Liability for Unpaid Wages / Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for Unpaid Wages and Liquidated Damages.** Skagit Transit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- 5) **Payrolls and Basic Records (Non-construction).** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the Work site. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bonafide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 6) **Safety and Health Standards.** It will be a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to Work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

## **35.08 DEBARMENT AND SUSPENSION**

Executive Order 12549, "Government-wide Debarment and Suspension Non-procurement," as implemented by 49 CFR Part 29, prohibits Skagit Transit and its sub-recipients and third-party contractors from contracting for goods and services from organizations that have been suspended or debarred from receiving federally assisted contracts. This Contract is a covered transaction for purposes of 49 CFR Part 29.

Contractor agrees to verify that the Contractor and none of its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Before entering into any contract, Contractor and any of its lower tier subcontractors shall: 1) Review a subcontractor's status on the System for Award Management (SAM) at <https://www.sam.gov> before entering into any contracts; or 2) Collect a certification from all lower tiered subcontractors.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that the certification in this clause is a material representation of fact relied upon by Skagit Transit. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify Skagit Transit immediately of circumstances which made the original self-certification no longer valid, Skagit Transit may immediately terminate the Contract. In addition to other remedies available to Skagit Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C, throughout Contract Term.

*Contractor further agrees to include a provision requiring such compliance in each subcontract regardless of tier.*

## **35.09 DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*". The national goal for participation of DBE is 10%. Skagit Transit's overall Annual Goal, is race neutral. A separate contract goal for DBE participation has NOT been established for this Contract.

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- 1) **DBE Program.** It is the policy of Skagit Transit to ensure Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts. Contractor will cooperate with Skagit Transit in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBE consistent with the efficient performance of the Contract. To enable accurate monitoring of DBE Program compliance, the Contractor is required to report to Skagit Transit its DBE participation obtained through race-neutral means throughout the period of performance under this Contract.
- 2) **Non-Discrimination Assurances.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as Skagit Transit deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 3) **Prompt Payment to Subcontractors.** Contractor is required to pay each subcontractor performing work under this Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from Skagit Transit. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's Work related to this Contract is satisfactorily completed and accepted by Skagit Transit. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Skagit Transit. This clause applies to both DBE and non-DBE subcontractors.
- 4) **DBE Delegation and Assignment:** Contractor must promptly notify Skagit Transit whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Skagit Transit. Failure by the prime contractor to comply may result in monetary penalties and partial or total termination for default with resolicitation costs to the prime contractor or its bond.
- 5) **DBE Liaison.** Skagit Transit has a designated DBE Liaison to assist DBEs, administer Skagit Transit's DBE Program, and acts as liaison to the Uniform Certification Process in Washington State administered by the Washington State Office of Minority and Women's Business enterprises (OMWBE). Inquiries and requests concerning Skagit Transit's DBE Program shall be directed to: Motoko Pleasant, DBE Liaison, Skagit Transit, 600 County Shop Lane, Burlington, WA 98233. Phone 360-757-8801, xt 203.

### **35.10 ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **35.11 FEDERAL CHANGES**

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

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## **35.12 FLY AMERICA REQUIREMENTS**

**Project Travel – Use of U.S. Flag Air Carriers.** Contractor agrees to comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (“Fly America” Act), 49 U.S.C. Section 40118, in accordance with the General Services Administration's (GSA) regulations, “Use of United States Flag Air Carriers”, at 41 CFR Sections 301-10.131 through 301-10.143, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation when property or persons are transported by air between U.S. and foreign destinations, or between foreign locations, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

*Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.*

## **35.13 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any Skagit Transit requests that would cause Skagit Transit to be in violation of the FTA terms and conditions.

## **35.14 LOBBYING RESTRICTIONS AND ANTI-KICKBACKS**

- 1) **Disclosure of Lobbying Activities.** Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65, contractors who apply or bid for an award of \$100,000 or more shall complete and submit with their Proposal the “Certification Regarding Lobbying” and, if appropriate, “Disclosure of Lobbying Activities” to Skagit Transit as required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC Section 1601 *et seq.*, who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures shall be forwarded from tier-to-tier up to Skagit Transit.

*Contractor’s Lobbying Certification submitted with their Bid is incorporated into this Contract by reference.*

- 2) **Anti-Kickbacks.** Skagit Transit and its contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC Section 51 *et seq.* Under State and federal law, it is a violation for Skagit Transit employees, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services. “Kickback” as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC Section 52(2),

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means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

***Contractor will include the language of this Certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.***

### **35.15 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Skagit Transit and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Skagit Transit, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

***Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.***

### **35.16 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

- 1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- 2) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### **35.17 RECYCLED PRODUCTS / RECOVERED MATERIALS**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Examples of such products may include, but are not limited to, the regulatory provisions and products described in the EPA Guidelines at Subpart B of 40 CFR Part 247, implementing Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6962), and Executive Order 12873.

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## **35.18 TERMINATION**

- 1) **Termination for Convenience.** Skagit Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Skagit Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Skagit Transit, Contractor shall immediately stop work as directed in the Notice and comply with all other requirements in the Notice. Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. Contractor shall promptly submit its termination claim to Skagit Transit, together with detailed supporting documentation, to be paid to Contractor. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same, and dispose of it in the manner Skagit Transit directs.
- 2) **Termination for Default.** If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this Contract, Skagit Transit may terminate this Contract for default. Skagit Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default and the effective date of termination. Contractor will only be paid the Contract Price for supplies delivered and accepted, or services satisfactorily performed in accordance with the manner set forth in the Contract, less any damages to Skagit Transit caused by such default up to the date of termination as specified in the Notice. This liability includes any increased costs incurred by Skagit Transit in completing the Work or performing the service. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same and dispose of it in the manner Skagit Transit directs. If it is later determined by

Skagit Transit that the Contractor had an excusable reason for not performing due to events which were not the fault of, or are beyond the control of, the Contractor, Skagit Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work under the Contract or treat the termination as a Termination for Convenience.

- 3) **Opportunity to Cure.** Skagit Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Skagit Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Skagit Transit setting forth the nature of said breach or default, Skagit Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 4) **Waiver of Remedies for any Breach.** In the event that Skagit Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Skagit Transit shall not limit Skagit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.