



Invitation To Bid

Point of Contact:
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Assistant Procurement & SBE/DBE Specialist
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ITB Number: 2018-048

BRT COACH SEAT UPHOLSTERY REPLACEMENT

Qualified Vendors are invited to submit bids for BRT Coach Seat Upholstery Replacement Services. See the full Scope of Work in Section 3.

Firm fixed price contract for a term of five (5) years beginning April 2018

TIME LINE

The following represents the tentative schedule for this solicitation. Any change in the scheduled dates for the Pre-Bid Conference, Deadline for Final Questions, or Bid Due Date will be issued in an addendum to this ITB. The award schedule may be adjusted without notice.

<u>Event</u>	<u>Date</u>
Issue Date	March 29, 2018
Pre-Bid Conference*	N/A
Deadline for Final Questions	April 3, 2018
Bid Due Date	April 5, 2018, 2:00 p.m. Pacific Time
Award	April 2018

OFFER PERIOD – 90 DAYS

Each bid shall remain open for the offer period above beginning on the bid due date. Community Transit reserves the right to request an extension to this period.

*Pre-Bid Conference:	Submit Sealed Bids To:
<i>There will be no pre-bid conference for this ITB.</i>	Community Transit Procurement 7100 Hardeson Road Everett, WA 98203 Public Bid Opening will be held at this location.

All information, including forms, awards, and protest procedures will be posted on Community Transit's website, at www.communitytransit.org/procurement


VENDOR'S CHECKLIST

ITB #2018-048, BRT Coach Seat Upholstery Replacement

Documents below must be submitted in a **SEALED ENVELOPE** and clearly marked with the Bid Number and Title to Community Transit no later than the bid due date and time to be considered responsive.

- ☐ **Signed Vendor Commitment and Information Form - (Form 7.00)**
- ☐ **Certificate of Non-debarment / Suspension - (Form 7.01)**
- ☐ **Certification Regarding Conflict of Interest - (Form 7.02)**
- ☐ **Questionnaire (References) (Form 7.03)**
- ☐ **Price Sheet (Form 7.04)**

Please ensure all required documents are properly completed and signed. Erasures or other changes shall be initialed by the person signing the bid.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 Community Transit 7100 Hardeson Road Everett, WA 98203
	ITB Number: 2018-048
	ITB Title: BRT Coach Seat Upholstery Replacement
	Procurement Specialist: Virginia Meads
	Vendor:
U R G E N T	

Optional Bid Opening Label

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SECTION 1 – INSTRUCTIONS

1.01 PREPARATION OF BIDS

- A. Bids **must be sealed to be accepted** with the bid name and number on the envelope. Vendors are encouraged to use the optional **Bid Opening Label**, found on the checklist page.
- B. One complete original bid must be submitted.
- C. Vendors shall examine the Invitation to Bid in its entirety. Failure to do so shall be at Vendor's own risk.
- D. Community Transit is not responsible for any cost associated with the preparation of responses to this solicitation or any other costs incurred by any vendor prior to the execution of a contract.
- E. All documents submitted become the property of Community Transit.

1.02 BID SUBMITTAL

Submit all items required in the checklist (second page of this ITB). By submitting a bid, Vendor acknowledges that they understand the Scope of Work as stated in Section 3.

Price Sheet Instructions

- A. Vendor shall complete the Price Sheet in Section 7.04.
 - 1. Price shall include all costs necessary to perform the work and complete the Contract. The price must include, but is not limited to, furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in the Scope of Work.
 - 2. Prices shall include all freight charges, FOB destination.
 - 3. For evaluation purposes, prices shall not include Washington State sales taxes and Federal excise taxes. See also Section 5, 5.25.

1.03 VENDOR PROPOSED EXCEPTIONS

Vendor proposed exceptions will not be accepted.

1.04 COMMUNICATIONS WITH COMMUNITY TRANSIT

A blackout period is established between the time a solicitation is issued by Community Transit and the time the agency awards the contract. After the issuance of any solicitation, all vendors, contractors, consultants or individuals acting on their behalf are hereby prohibited from contacting any Community Transit employee, official or representative at any time during the blackout period. Communications concerning this solicitation with other than the listed point of contact on the cover sheet may cause the Vendor to be disqualified.

1.05 REVISIONS OF BIDS

All revisions shall be made in writing, executed and submitted in the same form and manner as the original bid.

1.06 WITHDRAWAL OF BIDS

Bids may be officially withdrawn from consideration only by submitting a written request to Community Transit's point-of-contact identified on the cover sheet prior to Bid Due Date.

1.07 REQUEST FOR DUE DATE EXTENSION

Vendors may request an extension of the Bid Due Date. Vendor shall supply any justification and additional information that will facilitate an evaluation and decision by Community Transit. Any approved extension will be issued in an addendum.

1.08 LATE BIDS

The time of receipt at Community Transit is the date-time stamp of Community Transit on the bid envelope or other evidence of receipt maintained by Community Transit.

Any bid received at the address on the cover sheet after the exact time specified for receipt will not be considered and will be returned to the Vendor unopened.

1.09 REJECTION OF BIDS

Community Transit reserves the right to reject any or all bids.

1.10 JOINT VENTURE

Joint venture bids will not be accepted by Community Transit. Vendors shall structure their bids so that one vendor is the Primary Vendor.

Firms associated with the Primary Vendor, providing goods and/or services to Community Transit under this contract, shall be as a subcontractor to the primary contract awardee, and not to Community Transit.

1.11 SINGLE BID

If only one bid is received, Community Transit may:

- A. Cancel the bid,
- B. Conduct a Cost and/or Price Analysis. The Vendor shall provide all cost or pricing data, documentation and explanation requested by Community Transit to assist in such analysis. By conducting such analysis, Community Transit shall not be obligated to accept the single bid,
- C. Request an extension of the offer period, or
- D. Award

1.12 ADDENDA

Community Transit will post all addenda on Community Transit's website. It is the Vendor's responsibility to check for addenda and other new documents.

All questions and any explanations must be requested in writing and directed to the Point of Contact no later than the deadline specified on the cover sheet or as extended per addendum. Oral explanations or instructions are not binding.

SECTION 2 – EVALUATION & AWARD

Community Transit will award this contract to the responsive and responsible Vendor with the lowest bid that best meets the needs of Community Transit.

Within the offer period, Community Transit will either decide to award a contract or reject all bids.

2.01 **LOWEST BID**

Community Transit considers that the lowest bid is the lowest price submitted for performance of the work in accordance with the specifications and price sheet.

2.02 **RESPONSIVENESS**

Responsive Bidder: A vendor who has submitted a bid which conforms in all material respects to the requirements stated in the ITB.

A responsive Bid is one that follows the requirements of this ITB, includes all documentation, is submitted in the format outlined in this ITB, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed nonresponsive. Bids for goods and/or services other than those specified will not be considered unless authorized by the solicitation.

Community Transit will be the final authority in determining the responsiveness of a bid. Community Transit reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

2.03 **RESPONSIBILITY**

Responsible Bidder: A bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure performance and satisfy the technical requirements in the solicitation. A bidder's failure to demonstrate that it is responsible may result in the Bid being rejected.

Elements given consideration in determining responsibility may include the following:

- Exclusion status on the System for Award Management (SAM) www.sam.gov
- The ability, capacity, and skill of the bidder to perform the Contract or provide the service required
- Whether the bidder can perform the Contract within the time specified
- The quality of performance by the bidder on previous and similar contracts
- References
- Any other information that may be at the disposal of Community Transit in making the determination of responsibility.

Bidders shall furnish acceptable evidence of their ability to perform when requested by Community Transit. Refusal to provide such information may cause the bid to be rejected.

SECTION 3 – SCOPE OF WORK

3.01 PURPOSE

Community Transit seeks the services of a professional upholstery company to remove and replace the upholstery and staples on Community Transit-owned Bus Rapid Transit (BRT) coach seat backs and cushions.

3.02 SPECIFICATIONS

1. The Vendor shall furnish all labor, all additional materials, tools, equipment, supervision and all necessary incidentals for the completion of this work, except as otherwise provided in this Scope of Work.
2. Seat Back: Remove upholstery and staples from backrest cushion, custom template pattern to line up with green and blue logos on fabric as original. **Vertical orientation of fabric pattern must match.** Sew up new seat upholstery in customer supplied fabric as original design with listing. Reinstall with galvanized staples and trim salvage.
3. Seat Bottom: Remove upholstery and staples from lower seat cushion, custom template pattern to line up with green and blue logos on fabric as original. **Vertical orientation of fabric pattern must match.** Sew up new seat upholstery in customer supplied fabric as original design with listings. Reinstall with galvanized staples and trim salvage.
4. All fabric and foam stock will be provided to the Vendor on an as-needed basis by Community Transit. Limited supplies of fabric and foam will be issued to the Vendor to keep at their business for use on current orders. The bulk of the fabric and foam stock will remain onsite at Community Transit. Fabric is issued in rolls with dimensions of 6'-wide by approximately 28 yards.
5. The Vendor shall provide the labor involved with preparing the seats for transport (i.e., packaging, boxing, palletizing). Community Transit's Parts Personnel will verify quantities leaving and arriving at the receiving dock. Should a pallet be used, Community Transit will provide a fork truck and driver for loading and unloading. Otherwise, the Vendor shall load and unload the seats.
6. The Vendor shall pick-up seats and deliver FOB Destination to the Parts Department at the address listed below. Pick-up shall occur within 24 hours of being notified an order is ready. Delivery of reupholstered seats shall be within 10 business days after pick-up. Pick-up and delivery shall occur during Part's Department's business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Parts Department is located at:

Community Transit
Parts Department
7100 Hardeson Road
Everett, WA 98203

7. Community Transit will not pay any additional shipping or pick-up/delivery charges.
8. Community Transit will have any seats soiled with any bio-hazardous material professionally cleaned prior to notifying the Vendor to pick up for reupholstery.

3.03 ESTIMATED USAGE

The following table shows the 5 year estimated usage. Quantities shown below are current best estimates of annual usage for evaluation purposes only. Actual usage may vary

<u>Part #</u>	<u>Description</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Total</u>
6387267	Cushion Back Assembly Flip-Up Passenger BRT	30	20	20	20	20	110
6387268	Cushion Seat Bottom Assembly Flip-Up BRT	30	20	20	20	20	110
2721041234	Barrier Padded Back BRT Wheelchair Restraint	12	12	12	12	12	60
6359738	Seat Back	25	25	25	25	25	125
6359739	Seat Bottom	25	25	25	25	25	125
6387269	Cushion Seat Back Rest Passenger BRT	150	75	75	100	75	475
6387270	Cushion Passenger Seat Bottom BRT	75	75	75	100	75	400

3.04 ATTACHMENTS

Attachment “A” is provided and are photos of BRT Coach seat backs and bottoms

3.05 SUBCONTRACTING

Vendor may not subcontract any upholstery work without prior approval from Community Transit.

3.06 OTHER SERVICE PROVIDERS

Community Transit reserves the right to contract with other vendors for this work.

ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"

6387267 CUSHION BACK ASSEMBLY FLIP-UP
PASSENGER BRT (110 estimated 5-year usage)



ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"

6387268 CUSHION SEAT BOTTOM ASSEMBLY FLIP-
UP BRT (110 estimated 5-year usage)



ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"

2721041234 BARRIER PADDED BACK BRT
WHEELCHAIR RESTRAINT (60 estimated 5-year
usage)



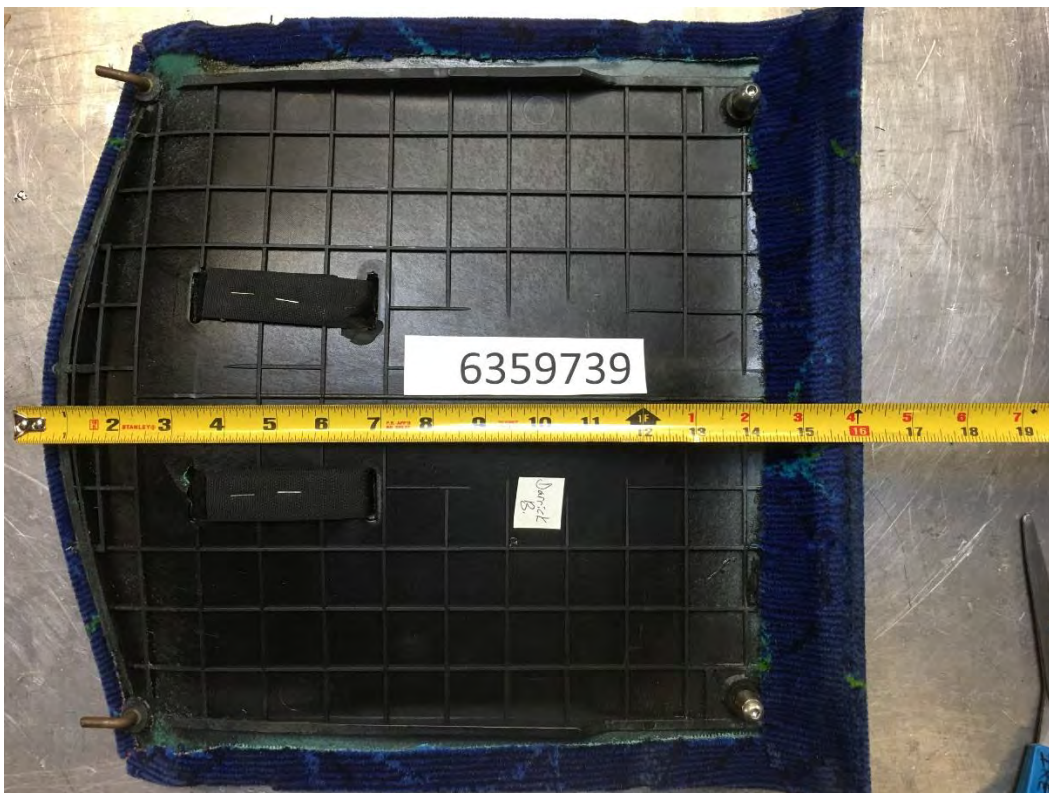
ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"

6359738 SEAT BACK (125 estimated 5-year usage)



ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"

6359739 SEAT BOTTOM (125 estimated 5-year usage)



**ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"**

**6387269 CUSHION SEAT BACK REST PASSENGER
BRT (475 estimated 5-year usage)**



**ITB 2018-048 BRT Coach Seat Upholstery Replacement
EXHIBIT "A"**

**6387270 CUSHION PASSENGER SEAT BOTTOM BRT
(400 estimated 5-year usage)**



SECTION 5 – GENERAL TERMS & CONDITIONS

5.01 CHANGES AND VARIANCES

No alterations or variances of any of the terms, conditions, delivery, price, quantities, or specifications of this order shall be effective without written consent of Community Transit.

5.02 NON-WAIVER BY ACCEPTANCE OF VARIATION

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties, and attached to the original Agreement.

5.03 ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Invitation to Bid's Scope of Work; (b) Solicitation Instructions and Conditions; (c) General Provisions; and (d) other provisions of the contract whether incorporated by reference or otherwise.

5.04 CONFLICT OF INTEREST STATEMENT

No employee, officer or agent of Community Transit shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of the employee's immediate family;
- C. His or her partner; or,
- D. An organization that employs or is about to employ, has a financial or other interest in the firm selected for award.

Community Transit's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of subagreements.

5.05 INDEPENDENT CONTRACTOR

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and Community Transit by virtue of this contract. No provision of this contract shall be for the benefit of any party other than Community Transit and the Contractor.

5.06 RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall be responsible for the professional quality and the coordination of all services furnished by the Contractor under this contract.
- B. Neither Community Transit's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of

any rights under this contract or any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to Community Transit in accordance with applicable law for all damages to Community Transit caused by the Contractor's negligent performance of any of the services furnished under this contract.

- C. The rights and remedies of Community Transit provided for under this contract are in addition to any other rights and remedies provided by law.

5.07 COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

5.08 APPROVAL OF SUBCONTRACTS

The Contractor shall obtain Community Transits written consent prior to entering each subcontract under this contract.

5.09 ASSIGNMENT AND SUBLETTING

Contractor shall not assign or sublet the service provided under this Agreement, or any part thereof, without the previous written consent of Community Transit, nor shall it assign, by power of attorney or otherwise, any of the monies payable under this Agreement unless by and with the like consent of Community Transit.

In the event consent by Community Transit is given to permit subletting, no such consent shall be construed as making Community Transit a party to such subcontractor or assignee, or of subjecting Community Transit to liability of any kind whatsoever, to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of his liability and obligation under this Agreement and all transactions with Community Transit shall be made through the Contractor. In the event consent is given to assign all, or any part of any money due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the rights of the assignee in and to any monies due or to become due to the Contractor shall be subject to all prior liens or all persons, firms, corporations for services rendered or materials supplied for the performance called for by the Contractor in this Agreement.

5.10 CONTRACT PERFORMANCE STANDARDS

The Contractor shall perform all services required by this contract in accordance with the high professional performance requirements as set forth.

5.11 ADHERENCE TO ESTABLISHED SERVICE AND PERFORMANCE STANDARDS

- A. The word *services*, as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The Contractor shall provide and maintain an inspection system acceptable to Community Transit covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Community Transit during contract performance and for as long afterwards as the contract requires.
- C. Community Transit has the right to inspect and test all services called for by the contract to the extent practicable at all places and times during the term of the contract.

Community Transit shall perform inspections and tests in a manner that will not unduly delay the work.

- D. If any of the services performed do not conform with contract requirements, Community Transit may require the Contractor to perform the services again in conformity with contract requirements, for no additional cost. When the defects in services cannot be corrected by performance, Community Transit may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any moneys payable under the contract to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, Community Transit may (1) by contract or otherwise, perform the services and reduce any amounts payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

5.12 DUTY TO INFORM

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault or defect in the project or any nonconformance with any contract document, federal, state, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Community Transit's Contracting Officer.

5.13 KEY EMPLOYEES

The Contractor shall not, absent prior written notice to, and written consent by, Community Transit remove or reassign any of the key management personnel identified in its Proposal at any time prior to or after execution of the contract.

5.14 COMPLIANCE WITH LAW

The Contractor shall perform all work hereunder in compliance with all applicable federal (including, but not limited to, the Americans With Disabilities Act), state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

5.15 GOVERNING LAW

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Washington. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie in Snohomish County. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

5.16 HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless Community Transit, its officers, employees and agents from any and every claim and risk, including, but not limited to, suits or proceedings for bodily injuries (including death and emotional claims), patent, trademark, copyright or franchise infringement, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all personal bodily injuries

(including death and emotional claims), property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Community Transit, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of Community Transit, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Community Transit, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the 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 Community Transit, its officers, agents, employees and volunteers, the Contractor shall pay the same.

5.17 ROYALTIES AND PATENTS (NOT USED)

5.18 SUSPENSION OF WORK

The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of Community Transit.

5.19 OPTION TO EXTEND TERM

- A. Community Transit may extend the terms of this contract by written notice to the Contractor prior to the expiration of their contract or any extension thereof. Community Transit will give the Contractor written notice of any intent to extend before the contract expires.
- B. If Community Transit exercises this option, the extended contract shall be considered to include this option provision.

5.20 NOTICE OF LABOR DISPUTES

- A. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.
- B. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.
- C. The Contractor shall be responsible for all labor and personnel matters attributable to, but not limited to this contract.

5.21 WORKMEN'S COMPENSATION INSURANCE, INDUSTRIAL INSURANCE AND MEDICAL AID PREMIUM

- A. The Contractor and his Subcontractors shall maintain Workmen's Compensation and Industrial insurance in the amount and type required by law for all employees employed under this contract who may come within the protection of Workmen's Compensation and Industrial Insurance Laws. In jurisdiction, the Contractor and his Subcontractors shall maintain Employer's Liability insurance in amount, form and company satisfactory to Community Transit for the benefit of all employees not protected by Workmen's Compensation and Industrial Insurance Laws.
- B. The Contractor shall make all payments arising from the performance of this contract due the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

5.22 DEFECTIVE WORK, MATERIALS, OR SERVICES

Prior to final acceptance hereunder, when and as often as Community Transit determines that the work, materials, or services furnished under the contract are not fully and completely in accordance with any requirement of the contract, it may give notice and description of such noncompliance to the Contractor. Within seven calendar days of receiving such written notification, the Contractor must supply Community Transit with a written detailed plan which indicates the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. Community Transit may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Community Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW.

5.23 PAYMENT FOR CONTRACT SERVICES

Within 30 days of the submission of proper invoices (but not more often than once per month) Community Transit shall pay the Contractor according to the rate(s) stated elsewhere in this contract.

Payments are routinely be made within 30 days after acceptance of items ordered and a properly prepared invoice. All invoices shall be sent to the following address:

Accounts Payable
Community Transit
7100 Hardeson Road
Everett, WA 98203

Vendor must accept Purchasing Card (P-Card) as payment.

5.24 FEDERAL/STATE AND LOCAL TAXES

Community Transit is not exempt from Washington State Sales Tax. The Contractor shall be responsible to pay all taxes associated with the project, which includes but is not limited to:

State Utility Tax

State Sales and Use Tax on vehicles and other equipment

State B & O Tax

5.25 PRICE WARRANTY

The Contractor warrants that the prices charged Community Transit do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

5.26 INSURANCE

Contractor shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease or death of any of its employees.

Contractor shall effect and maintain at its own cost and expense: Commercial General Liability - ISO 1999 form or equivalent in the amount of \$1,000,000 per occurrence limit which provides the following coverage's:

- Premises and Operations
- Explosions, Collapse and Underground Hazards (Where Applicable)
- Products/Completed Operations
- Contractual Liability
- Broad Form Property Damage
- Independent Contractors
- Personal Injury/Advertising Liability
- Stop Gap Liability (\$1,000,000 Per Person/\$1,000,000 Per Occurrence)

Comprehensive auto liability in the amount of \$500,000 per occurrence limit which provides the following coverages:

- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles

Community Transit shall be named as additional insured on both Commercial General Liability and Comprehensive Auto Liability policy.

Community Transit reserves and retains its rights of subrogation.

The Bidder to whom Community Transit awards a contract pursuant to this ITB shall file with Community Transit evidence of insurance from insurer(s) satisfactory to Community Transit certifying to the coverages of insurance set forth in Section 3 of this ITB. Such evidence of insurance **shall be submitted within ten (10) calendar days of receipt of a written request** from Community Transit. Failure by the Contractor to submit satisfactory evidence of insurance may result in contract termination.

5.27 HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with WAC 296-800-170, Hazard Communication, the Contractor shall submit with the Proposal a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate shall be so stated in the MSDS and the

hazards and corresponding personal protections, etc., shall also be listed.

- C. SARA Title 3 chemicals must be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

5.28 INDUSTRIAL AND HAZARDOUS WASTE

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

The Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state, and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

5.29 NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by Community Transit shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

5.30 CHANGED REQUIREMENTS

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this contract and require subcontractors to comply with revised requirements as well.

5.31 FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay is due to unusually severe weather, strikes, natural disasters, fire, civil disturbance, terrorist attack, epidemic, war, court order, or acts of God. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

5.32 DISPUTES

- A. Except as otherwise provided in this ITB, any dispute concerning a question which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, on or before the 90th day from the date of receipt of such copy, the Contractor mails or otherwise furnishes a written appeal addressed to Chief Executive Officer of Community Transit.

The decision of Community Transit's Chief Executive Officer on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to be in 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. In connection with any appeal of the Contracting Officer's decision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- B. If it is determined, on appeal, that the Contracting Officer's interpretation of the contract, direction to the Contractor, or any other action required by the Contracting Officer's decisions was an erroneous determination of the rights and obligations of the parties under the contract, the Contractor's remedy shall be the same as if such action were a change order under the Changes Clause of this contract.

5.33 CHANGES IN WORK

Either party may make changes in the work in accordance with this Section without invalidating the Agreement.

The party proposing the change in the work shall provide written notice to the other party of any proposed change in the work. The party receiving the proposed change in the work will review the proposed change and respond to the proposing party within seven (7) Days or request an extension of time to review the proposed change, provided that the party reviewing the proposed change provides reasonable grounds therefore and agrees to take commercially reasonable efforts to prepare its response. The parties will discuss and mutually agree on the adjustments in the price resulting from the proposed change in the work. If the parties cannot agree on the adjustments within 30 days, the matter will be referred to dispute resolution under Section 5.32.

Unless otherwise agreed in writing, a proposed change in the work will not delay the balance of the work.

No changes in the work shall be valid unless set out in writing and signed by Contractor and Community Transit and no claim for any adjustment shall be valid unless set out in writing and valued or agreed to be priced. All changes in the work signed by Contractor and Community Transit shall form part of the Agreement.

Where a change in the work must be carried out immediately, the parties may agree in writing to proceed immediately with the proposed change in the work with documentation and valuation of the proposed change in the work to follow.

Contractor shall notify Community Transit if they believe any proposed change in the work will, in the reasonable opinion of Contractor, have an adverse effect on the contract price. Contractor and Community Transit will agree to negotiate an appropriate change to the Agreement to address the adverse effect.

5.34 TERMINATION

A. Termination for Convenience

Community Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid for the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract up to the time of termination. The Contractor shall promptly submit its termination claim to Community Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to

Community Transit, the Contractor will account for same and dispose of it in the manner Community Transit directs.

B. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to comply with any other provisions of the contract, Community Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

The Contractor covenants and agrees that in the event suit is instituted by Community Transit for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, the Contractor shall pay to Community Transit all costs, expenses expended or incurred by Community Transit in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be made in Snohomish County.

If it is later determined by Community Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor; Community Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Termination for Breach

In the event of a breach by the Contractor of any of the provisions of this contract, Community Transit reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the Contractor. The Contractor shall be liable for damages suffered by Community Transit resulting from the Contractor's breach of contract.

D. Termination for Non-appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, Community Transit may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to Community Transit's rights to terminate for convenience or default.

5.35 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Recipient (Community Transit) whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform the Recipient.

5.36 CONTRACT POINT OF CONTACTS

Community Transit's Procurement Division shall provide contact information of Project Manager at time of Contract Award.

5.37 DRUG, ALCOHOL, & TOBACCO USE

The vendor shall comply with Community Transit's personnel policy "*9.5 Prohibiting Tobacco Use on Company Property*" which prohibits tobacco use at any work site or **on** any company

property. Community Transit has no designated smoking areas. A copy of this policy is available upon request.

The vendor shall comply with Community Transit's Drug and Alcohol Policy 167-POL-010 which prohibits the use, manufacture, dispensing, distribution or possession of either drugs or alcohol when on transit property or when performing transit-related business off property. A copy of this policy is available upon request.

5.38 REIMBURSEMENT OF TRAVEL COSTS (NOT USED)

5.39 OTHER PUBLIC AGENCY ORDERS (COOPERATIVE PURCHASING)

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. Community Transit does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

5.40 CONFLICTS OF INTEREST – CURRENT AND FORMER EMPLOYEES

Community Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Community Transit employees in transactions with Community Transit. Consistent with this policy, no current or former Community Transit employee may contract with, influence, advocate, advise, or consult with a third party about a Community Transit transaction, or assist with the preparation of Bids or Requests for Proposals submitted to Community Transit while employed by Community Transit or within one (1) year after leaving Community Transit's employment, if he/she was substantially involved in determining the work to be done or process to be followed while a Community Transit employee.

5.41 PUBLIC DISCLOSURE OF INFORMATION

1. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Community Transit will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by Community Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.
2. If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer 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 proposal. Marking the entire proposal as confidential or proprietary will not be honored and such proposals may be rejected as non-responsive.
3. If a member of the public or another competitor demands to review portions of a proposal marked "Confidential", Community Transit will notify the affected Proposer of the request and the date that such records will be released, unless the Proposer obtains a court order enjoining that disclosure. It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such actions within five (5) calendar days after receipt of the notice, Community Transit will make the requested portions available for review and copying by the public. The Proposer will assume all liability and

responsibility for any information declared confidential and shall defend and hold Community Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Community Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

4. By submitting a proposal, the Proposer has thereby agreed to the provision of this section.

5.42 ACCESS CONTROL

Vendor personnel shall be properly identified as such or display a Community Transit access badge. Guests or unauthorized persons are not allowed to accompany Vendor personnel.

5.43 NON-EXCLUSIVITY

No part of this Contract creates an exclusive arrangement with the Vendor. This contract shall not restrict Community Transit from acquiring similar, equal or like goods and/or services from other sources.

5.44 COLLUSION

If Community Transit determines that collusion has occurred among Vendors, none of the proposals from the vendors in such collusion will be considered. Community Transit's determination shall be final. In any case where collusion is suspected, document files will be turned over to the Fraud Division of the Federal Bureau of Investigation.

5.45 CHANGES IN SCOPE OF WORK

Community Transit can at any time change the specifications. If any alterations of specifications cause an increase or decrease in the cost or time required for performance, an equitable adjustment shall be negotiated between Community Transit and the Contractor.

5.46 LEGAL NOTICES

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the authorized representative of such party that provides confirmation of transmission and delivery to the parties listed on the contract.



INVITATION TO BID 2018-048
BRT COACH SEAT UPHOLSTRY REPLACEMENT

FORM 7.00 VENDOR COMMITMENT AND INFORMATION

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI#:	
Website:	DUNS#:	
If applicable, Vendor is a: <input type="checkbox"/> Certified DBE # _____ <input type="checkbox"/> Certified S/W/M/VBE # _____ <input type="checkbox"/> Non-Certified S/W/M/VBE		
Vendor Contact Name (if different from Authorizing Official):	Vendor Contact Name (if different from Authorizing Official):	
Vendor Contact Email:	Vendor Contact Email:	
Vendor Contact Address (If different from above):		
City:	City:	City:

By responding to this solicitation, the Vendor understands and agrees to be bound by all requirements, price, and terms and conditions contained in this solicitation. By signing this form, the Vendor acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Vendor, shall be submitted as the form cover page.

The Vendor also certifies that:

- A. The only persons, firms, corporations, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms; and
- B. The Bid is made without collusion with any other person, firm, corporation, and/or other party.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature:	



FORM 7.01 CERTIFICATE OF NON-DEBARMENT / SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under an FTA project),
_____ hereinafter referred to as *Vendor*, certifies, by
submission of this document, that neither it nor its principals is presently debarred, suspended,
proposed for debarment, declared ineligible or voluntarily excluded from participation in this
transaction by any federal department or agency.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall
attach an explanation to this submittal.

**The Vendor, _____, 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 U.S.C. Section 3801 et seq. are applicable thereto.**

Signature of Authorized Official

Title of Authorized Official

Date

**THIS FORM SHALL BE COMPLETED BY THE PRIME CONTRACTOR AND ANY
SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL.
RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.**



INVITATION TO BID 2018-048
BRT COACH SEAT UPHOLSTRY REPLACEMENT

FORM 7.02 CERTIFICATION REGARDING CONFLICT OF INTEREST

The Vendor is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Vendor hereby certifies under penalty of perjury under the laws of the State of Washington that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Vendor, any affiliates, any proposed subconsultants or key personnel of any of these organizations.		
Vendor/Company Name:		
Authorizing Official Name:	Authorizing Official Title:	
Authorizing Official Signature:	Date:	

OR

Name of Individual/Company to which potential conflict of interest might apply:		
Nature of potential conflict of interest:		
Proposed Remedy:		
Vendor/Company Name:		
Authorizing Official Name:	Authorizing Official Title:	
Authorizing Official Signature:	Date:	



FORM 7.03 QUESTIONNAIRE (REFERENCES)

Vendor Name:

Vendors shall complete this "Questionnaire" providing the information in the same order requested below. Vendors may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Submit (a minimum of (3) three) completed relevant project experiences (within the past three years) that demonstrate successful contract performance similar in size and scope as described in this ITB.

1. Contact:

Company Name:

Address:

Phone No.:

Date and Description of Goods and Services provided:

2. Contact:

Company Name:

Address:

Phone No.:

Date and Description of Goods and Services provided:

3. Contact:

Company Name:

Address:

Phone No.:

Date and Description of Goods and Services provided:

MAKE ADDITIONAL COPIES OF THIS FORM AS NEEDED



INVITATION TO BID 2018-048
BRT COACH SEAT UPHOLSTERY REPLACEMENT

FORM 7.04 PRICE SHEET

Vendor Name:

This bid is based upon line item pricing as shown below. The total bid amount shall be used for basis of award. If a discrepancy exists between the unit price and the extended total, the unit price will prevail.

Unit Price is defined as the lump sum price to complete the work on one unit (seat back or seat cushion) which includes pick-up and delivery per the Scope of Work in Section 3.

Washington State Taxes shall not be included in the bid price for the purposes of evaluation. Community Transit will pay applicable Washington State Sales Tax on the invoice.

#	Part #	Description	*5-year Estimated Quantity	Unit Price	Extended Price
1	6387267	Cushion Back Assembly Flip-Up Passenger BRT	110	\$	\$
2	6387268	Cushion Seat Bottom Assembly Flip- Up BRT	110	\$	\$
3	2721041234	Barrier Padded Back BRT Wheelchair Restraint	60	\$	\$
4	6359738	Seat Back	125	\$	\$
5	6359739	Seat Bottom	125	\$	\$
6	6387269	Cushion Seat Back Rest Passenger BRT	475	\$	\$
7	6387270	Cushion Passenger Seat Bottom BRT	400	\$	\$
Total					\$

*Note: Quantities above are current best estimates for evaluation purposes only. Actual usage may vary

SECTION 8 – SAMPLE CONTRACT

CONTRACT ITB #2018-048 – BRT COACH SEAT UPHOLSTERY REPLACEMENT

1. Contract Documents and Order of Precedence

This Contract consists of the documents in order of precedence listed below:

1. Change Order and Contract Amendments
2. Form of Contract
3. Section 5: General Terms & Conditions
4. Section 3: Scope of Work, and
5. Contractor Proposal

2. Compensation

Pricing shall be in accordance with the Pricing Sheet Form 7.04.

3. Contract Period of Performance

Five years starting April XX, 2018 and ending April XX, 2023.

4. Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

- i. Community Transit, Procurement and Contracts Manager, 7100 Hardeson Road, Everett, WA 98203
- ii. Company Name, Contact, Title, Address.

4. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency and Contractor and supersedes any prior agreements that are not incorporated as a part of the Contract.

Contractor name	COMMUNITY TRANSIT Agency
Signature of authorized official	Geri Beardsley, Director of Administration
(Print or type name and title)	Date
Date	

SECTION 9 – ACRONYMS & DEFINITIONS

Bidder: See 'Vendor'

CFR: Code of Federal Regulations

Community Transit: Snohomish County Public Transportation Benefit Area Corporation

Contract Administrator: The individual in Procurement assigned by Community Transit who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details and/or delivery schedule.

Contractor: See 'Vendor'

Cost Analysis: Comparison of offered price to the offeror's own costs and an evaluation of the difference (profit)

DOL: Department of Labor

DOT: Department of Transportation

FTA: Federal Transportation Administration

FTA MA: Federal Transportation Administration Master Agreement

Lower Tier Participant: See 'Vendor'

Must: See 'Shall'

Offeror: See 'Vendor'

Price Analysis: Comparison of proposed price to comparable pricing data

Prime Contractor: See 'Vendor'

Project Manager: The individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring of all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor's primary point of contact and acts as the agencies representative in charge of work at the site.

RCW: Revised Code of Washington

Recipient: Community Transit

Shall or Must: The terms “shall” or “must” are used whenever a specification expresses a requirement by either Community Transit or the Vendor.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Vendor to perform any portion of the work covered by this contract.

Submittals: Information which is submitted to Community Transit by the Vendor.

USC: United States Code

Vendor: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

WAC: Washington Administrative Code