



60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360-478-5864

INVITATION FOR BIDS

CAT C18 Engine Rebuild

IFB # KT 17-587

November 8th, 2017

BIDS DUE November 22nd, 2017 NO LATER THAN 2:00 PM

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

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

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Advertisement Post Date: November 8, 2017

Kitsap Sun; Kitsap Transit Website: www.kitsaptransit.com; OMWBE Website

INVITATION FOR BIDS

Notice is hereby given that sealed bids will be physically received by Kitsap Transit NO LATER THAN 2:00 P.M. on November 22nd, 2017, and, immediately thereafter, will be opened in the Harborside Conference Room at Kitsap Transit, 60 Washington Ave., Ste. 200, Bremerton, WA for the following project:

C18 ACERT PURCHASE PROJECT # KT 17-587

Kitsap Transit (KT) is seeking bids for rebuilding CATERPILLAR C18 Acert engines. KT is seeking pricing on two different services 5000 hour top end overhaul and 10000 hour major overhaul. The first engine (Special Project) must be rebuilt per specification and delivered to destination within five (5) days, this contract will be for a period of two (2) years with three (3) one (1) year extensions. The awarded vendor will be responsible for the cost of delivery FOB Bremerton WA and all costs should be included in the Bid price. No adjustment to the Bid price will be allowed.

All questions, requests for clarification, and requests for approved equal, must be submitted in writing by 5:00 PM on November 16th, 2017 at: Kitsap Transit, Attn: Jeff Chou, 60 Washington Ave., Ste. 200, Bremerton, WA 98337; or e-mail: jeffch@kitsaptransit.com.

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

- 2.1 Definitions:** The term "IFB" is an abbreviation meaning Invitation For Bids; the term "Bidder" means a person, firm or corporation that has made an offer in response to the IFB; "Bid Documents" means the solicitation (IFB) in its entirety, including the Plans provided under separate cover; "Successful Bidder" means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made; "Contractor" means the successful Bidder who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.
- 2.2 Subcontracting:** Bidders must be equipped and staffed to perform the services herein or have agreements with qualified Subcontractors to perform the Work or services at the same standards agreed upon with Kitsap Transit. The successful Bidder will be responsible and liable for all subcontracted Work.
- 2.3 Examination of Bid Documents:** Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a Bid shall constitute an acknowledgment upon which Kitsap Transit may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of any Bid Document.
- 2.4 Retail Sales Tax:** The resulting Contract is tax exempt under RCW 82.08.0285 and therefore NO sales tax will be paid by Kitsap Transit. Kitsap Transit will provide a "Buyers' Retail Sales Tax Exemption Certificate" to the Awarded Vendor.
- 2.5 Questions and Requests for Information:** **ALL** requests for approved equal, requests for information, clarification, and product or material substitutions during the solicitation period must be submitted in writing before **5:00 PM November 16th, 2017**. Send all inquiries to:

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

Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder's own risk and such action may be cause for disqualification. Kitsap Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to Bid, Bidders are required to Bid and supply only specified products.

- 2.6 Disadvantaged Business Enterprise Goal:** The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBE's seeking to participate in Federally-assisted Contracts. Kitsap Transit's DBE goal for Federal fiscal year 2017 is 2.93%, the full text of which may be found at:

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

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

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

2.9 Bid Bond:

As assurance that the Bidder will, upon Kitsap Transit's acceptance of the Bid, execute such contractual documents as may be required within the time specified, each Bidder must submit with their Bid a Bid Bond made only on the form provided in this Project Manual, and from a State-licensed Surety Company as Surety, payable to Kitsap Transit for a sum equivalent to five percent (5%) of the Total Bid Amount. A Power of Attorney must accompany the Bid Bond. Should the successful Bidder fail to execute the Contract and furnish the required Contract Bonds within a specified time, its Bid Bond shall be forfeited to Kitsap Transit and Award will proceed to the next lowest responsive and responsible Bidder. The Bidder failing to execute the Contract may also be removed from Kitsap Transit's Bid List for any future contracting opportunities.

2.10 Specifications:

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

2.11 Brand Names:

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

2.12 Addenda:

- A) Kitsap Transit's official response to Pre-Bid inquiries shall be a written Addendum sent to all Planholders. No Addenda will be issued for any request or inquiry submitted after the deadline for receiving Bids. Any Addenda issued after the deadline for inquiry submittals will be at the sole discretion of Kitsap Transit for information it deems absolutely necessary to inform Bidders.
- B) Bidders MUST indicate that they have received all issued Addenda on the Bid Form. Failure to acknowledge receipt of Addenda issued may invalidate a Bid as non-responsive. Bidders shall ensure that they have received all Addenda by calling Kitsap Transit's Purchasing Specialist at 360-478-5864 or checking the appropriate website where the Bid Documents are posted.

2.13 Bid Prices:

- A) The resulting firm-fixed price Contract shall be Bid based on unit or lump pricing for each Bid Item listed on the Bid Schedule section of the Bid Form. Prices shall be stated in US currency, omitting

digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents including, but not limited to:

- 1) Washington State Retail Sales Tax/Use Tax
- 2) All freight charges (FOB) to:
Bremerton, WA 98312

2.14 Bid Preparation:

A) By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive. Bids must:

- 1) Be made only on the Bid Form provided;
- 2) Contain only amounts and information requested;
- 3) Contain no erasures, marked out items, alterations, stipulations, nor qualify the Bid in any manner;
- 4) Be completed in full – mark spaces that do not apply with the initials “N/A” (Not Applicable);
- 5) Be legible and entered in ink by hand or typed;
- 6) Be signed in longhand by the Bidder, or Bidder’s authorized representative;
- 7) Be executed in the company’s legal name by either the president, vice-president, or other individual with the legal authority to commit the company to a contractual agreement;
- 8) Include all other certifications and requested documents considered as part of the Bid;
- 9) Be single-stapled in the upper left corner and free of any extraneous covers or binding;
- 10) Be sealed in an envelope marked on the outside with the name of the Bidder, mailing address, and prominently **“CAT C18 Engine Rebuild IFB # KT 17-587”**.

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

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

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

_____ Section 5 – Bid Form

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

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

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

Bid Submittal and Bid Opening

All bids mailed, couriered or hand-delivered will be received only at the Kitsap Transit Administrative office located at **60 Washington Ave., Ste. 200, Bremerton, WA 98337 NO LATER THAN 2:00 p.m. November 22nd, 2017**. The Bidder accepts all risks of late delivery of mailed or couriered Bids regardless of fault. Oral, telephonic, telegraphic, electronic, or faxed Bids will not be accepted under any circumstance.

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

2.19 Bid Modifications: Bidders will not be allowed to alter Bids after the Bid submittal deadline.

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

2.20 Bid Withdrawal: No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract

Award is delayed for a period exceeding sixty (90) calendar days following Bid Opening. Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of sixty (90) days to provide Kitsap Transit the goods and services described herein, or until one or more of the Bids have been approved by Kitsap Transit, whichever occurs first.

2.21 Bid Extension or Cancellation: Kitsap Transit reserves the right to cancel this solicitation, or extend the

Bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until Kitsap Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.

2.22 Errors and Administrative Corrections: Kitsap Transit will not be responsible for any errors in Bids.

Kitsap Transit reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. Kitsap Transit may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.

2.23 Rejection and Consideration of Bids: Kitsap Transit, in its sole discretion, reserves the right to:

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

2.24 Bidder Claiming Error Procedure: If a Bidder realizes after Bid Opening that it has made a clerical,

administrative or judgment error and wants to be relieved of its Bid obligations, the Bidder must notify Kitsap Transit in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall

submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of Award, and is accompanied by the Bidder's original worksheets used in preparing the Bid which demonstrate the error. If Kitsap Transit determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If Kitsap Transit determines the error does not lawfully allow relief, then Award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from Bidding on the same project if a second or subsequent call for Bids is made for the project. Kitsap Transit reserves the right to request any Bidder to withdraw an unbalanced Bid.

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

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

2.27 Bid Evaluation: Bids will be evaluated on the Total Bid Amount before tax. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their Bid is disqualified as being non-responsive. Kitsap Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.

2.28 Calendar of Events

Activity	Date
Invitation for Bids Published	November 8, 2017
Request for Approved Equal / Request for Clarifications Deadline	November 16, 2017 at 5:00 pm
KT's Response to Approvals / Clarifications Deadline	November 20, 2017
BID DUE DATE	November 22, 2016 @ 2:00 pm
Public Opening	November 22, 2017 @ 2:00 pm
Transit Board Award of Contract	December 5, 2017

2.29 Insurance Requirements:

The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Kitsap Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by Kitsap Transit shall not be limited to the amount of the required insurance coverage.

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

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

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

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

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

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

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

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

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

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

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

2.32 Bids as Public Record: Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard Bids as public records which will be available for public inspection and/or copying following Contract Award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by Kitsap Transit prior to Contract Award in order to protect the integrity of the procurement process, unless otherwise required by law. All Bids will remain confidential until a Contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as "confidential" or "proprietary". Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. Kitsap Transit shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a Bid marked "Confidential", Kitsap Transit will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, Kitsap Transit will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing Kitsap Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. Kitsap Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this sub-section.

2.33 Bid Protests and Appeals: See Attachment A

END OF SECTION 2

3.1 TERMS AND CONDITIONS

Kitsap Transit terms and conditions are as follows:

A. APPROVAL BY THE CONTRACTING OFFICER:

The work shall be executed under the observance of the Finance Director and his/her properly authorized agents, who shall have full access at any time during the term of the contract to any records of the services provided, or to the Contractor's facilities. The Contracting Officer shall have full power to reject or condemn any work performed that does not conform to the objective criteria set forth in the Agreement.

B. CHANGES:

In case any work, materials or equipment shall be required which are not mentioned, specified or indicated or otherwise provided for herein, the Contractor shall, if ordered in writing by the Contracting Officer, do and perform such work and furnish such material or equipment at the Contractor's catalog prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both.

In case any work, materials, or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in these specifications forming a part of the contract shall be required to be omitted from in or about the work, the CONTRACTOR shall, if ordered by the Contracting Officer omit the performance of such work and the furnishing of such materials or equipment, and there shall be deducted from the amount to be paid to the CONTRACTOR, the amount which the Contracting Officer and the CONTRACTOR shall determine and mutually agree to be the reasonable value of such work, materials, or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials or equipment required by the contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the contract.

If the Contractor, because of conditions developing during the performance of the contract, finds it impractical to comply strictly with these specifications and applies in writing for a modification of requirements, such change shall be authorized in writing by the Contracting Officer, if not detrimental to KITSAP TRANSIT. It is understood by all parties that the above clause does not require KITSAP TRANSIT to automatically endorse any change proposed by the contractor.

Change Order Procedure

a. Oral change orders are not permitted. No change in this Agreement shall be made unless KITSAP TRANSIT'S Contracting Officer gives his/her prior written approval thereto. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by KITSAP TRANSIT'S Contracting Officer.

b. Within thirty (30) calendar days after receipt of the written change order to modify the Agreement, the Contractor shall submit to KITSAP TRANSIT'S Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and KITSAP TRANSIT'S Contracting Officer. At that time, a detailed modification shall be

executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Agreement disputes clause.

c. Any proposed change in this Agreement, shall be submitted to KITSAP TRANSIT, or designated members thereof, for its prior approval and KITSAP TRANSIT will make the change by a agreement modification. Subject to this prior approval, KITSAP TRANSIT'S Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of the following:

- (1) Drawings, Designs or Specifications
- (2) Method of shipment or packing
- (3) Place of delivery

If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that KITSAP TRANSIT'S Contracting Officer if he/she decided that the facts justify such action, may receive and act upon any such claim asserted at anytime prior to final payment under this agreement.

C. COMPLIANCE WITH LAWS:

The Contractor agrees to comply with all applicable local, state and federal laws and regulations in its performance of this Agreement.

D. COMMUNICATIONS:

Communications in connection with this Agreement, shall be in writing and shall be delivered personally; or by facsimile, or by email, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of KITSAP TRANSIT and or the Contractor designated to receive such communications. Communications shall be considered received at the time actually received by the addressee or designated agent. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. All telephone communication shall be directed to the Contracting Officer or his/her designee, as appropriate.

E. CONTRACT COMPLIANCE PROVISION:

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor

shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontract Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transportation Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Recipient, or FTA, as appropriate, and shall set forth what efforts it has made to obtain information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

F. DEFECTIVE OR DAMAGED WORK:

Any materials, equipment, or services found to be damaged or defective at the time of execution of the agreement are the Contractor's responsibility and shall be repaired, replaced or corrected by the contractor hereunder without additional cost to KITSAP TRANSIT. The term "without additional cost to KITSAP TRANSIT" shall be interpreted to mean that defective merchandise or inadequate services shall be replaced at "no charge" including no charge for transportation costs to and from contractor's facility.

If the Contractor shall fail to comply within a reasonable time with any order of the Contracting Officer to repair, replace or correct damaged or defective work, then the Contracting Officer shall, upon written notice to the contractor, have the authority to deduct the reasonable cost thereof from any compensation due or to become due the contractor.

Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in these general conditions and instructions for bidders.

G. DELAYS:

If the delivery of the equipment under this agreement should be unavoidably delayed, the Contracting Officer may extend the time for completion of the agreement for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the contractor, the contractor's suppliers, or their agents, and was substantial and in fact caused the contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

Notification of Delay: The Contractor shall notify KITSAP TRANSIT'S Contracting Officer as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much detail as possible.

H. DISPUTES:

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement or determination by the Contracting Officer may be appealed within ten (10) calendar days of determination to the Executive Director. The Executive Director shall review the disputed item or items and render a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of KITSAP TRANSIT'S Executive Director shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to KITSAP TRANSIT a written appeal. A subcommittee of the Board will be convened to hear and review an appeal. Their determination of the appeal shall be final and conclusive unless determined by a Court of Competent Jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with KITSAP TRANSIT'S Executive Director's decision.

This claim does not preclude consideration of law questions in connection with the decision provided for in this clause, 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.

I. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions 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 terms of compensation; and section for training, including apprenticeship.

J. HOLD HARMLESS AND INDEMNIFICATION:

The Contractor shall defend, indemnify and save harmless KITSAP TRANSIT, its officers, employees and agents, from any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all person and/or on account of all property damages of any kinds, 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 KITSAP 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 KITSAP TRANSIT, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.15, then in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Contractor and KITSAP 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 51RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to his 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 KITSAP TRANSIT, its officers, agents, employees and volunteers, the Contractor shall pay the same.

K. RESERVED

L. INVOICING AND PAYMENTS:

1) The Contractor shall submit the original invoice for payment to the address shown below.

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

2) Payment shall be made to the Contractor within thirty (30) days following delivery and acceptance, and invoicing, whichever is later. Payment will be considered made when KITSAP TRANSIT deposits the Contractor's payment in the mail. Discounts offered by Contractor for early payment will be taken by KITSAP TRANSIT if payment is made within the discount period specified.

M. KEY PERSONNEL AND SUBCONSULTANTS:

The Contractor may designate certain personnel to be used in the performance of this Agreement. These key personnel will not be changed or substitutions made without written approval of the Owner, which approval shall not be unreasonably withheld. The Contractor may also designate certain subconsultants who will be utilized in connection with the performance of this Agreement. These subconsultants shall not be changed or substitutions made without the written approval of the Owner.

N. LABOR PROVISIONS:

Contractor must adhere to all state and federal regulations pertaining to its employees.

O. OWNER APPROVAL AND SUBMISSION:

The Owner shall have the right of approval of all drawings, specifications, contract documents and similar documents.

The Owner shall furnish required information and shall render approvals and decisions in a timely manner as necessary.

P. OWNERSHIP OF DOCUMENTS:

All designs, drawings, specifications, technical data and other documents or information produced by the Contractor in the performance of this Agreement shall be the sole property of the Owner, and the Owner is vested with all rights therein of whatever kind and however created.

Q. PAROL AGREEMENT:

All prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof which are inconsistent with this Agreement are hereby superseded. No amendment hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized representative of the party sought to be bound thereby. No provision of this Agreement is intended or shall be construed to be for the benefit of any third party.

R. PRICE ESCALATION FOR EXTENSION OF THE AGREEMENT:

This bid does not include consideration for any price escalation during the original term of the agreement, excluding extension.

In the event the agreement is extended as provided for in Section entitled Term of Agreement, KITSAP TRANSIT may permit an increase not to exceed 80% of the Seattle CPI-U, based upon the first half semi-annual average for 2018 for an extension in 2018/2019. The price increase shall be no more than 5% for the extension period.

S. PROHIBITED INTEREST:

No member, officer, or employee of KITSAP TRANSIT or of a local public official during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

T. RECORDS AND AUDITS:

Contractor and all subconsultants shall maintain books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books of accounts and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the Owner and of the Washington State Auditor at all times, and Contractor shall afford the proper facilities for such inspection and audit. Such books of account and records may be copied by Owner where necessary to conduct or document an audit. Owner shall give Contractor reasonable notice of such request.

Contractor shall preserve and make available all such books of account for a period of three {3} years after final payment under this Agreement and all pending matters are closed.

U. RESERVED:

V. SAFETY AND HEALTH STANDARDS:

It is a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the Contractor and any subcontractor shall not require any

employee employed in performance of the agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction, safety and health standards promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat.96).

W. SEVERABILITY:

A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

X. SURETIES:

If at any time during the continuance of the contract, the sureties, or any of them, shall in the opinion of KITSAP TRANSIT become irresponsible, KITSAP TRANSIT shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of KITSAP TRANSIT within ten days after notice.

Y. TERM OF AGREEMENT:

This Agreement shall become effective upon the date of notification of award by KITSAP TRANSIT to Contractor for a period of two (2) years with an option for three (3) one (1) year extensions at Kitsap Transit's sole discretion.

Z. TERMINATION:

1. Termination of the Agreement- Termination for Convenience- The performance of work under this Agreement may be terminated by the Owner in accordance with this clause in whole, or from time-to-time in part, whenever the Owner shall determine that such termination is in its best interests. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of service under the Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination. Settlement of claims by the Contractor under this Termination of Convenience clause shall be in accordance with the provisions set forth in the Federal Acquisition Regulations, except that wherever the word "Government" appears it shall be deleted and the words "KITSAP TRANSIT" shall be substituted in lieu thereof.

2. Termination of the Agreement - Termination for Default - The Owner may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) business days (or such longer period as the Owner may authorize in writing) after receipt of notice from the Owner specifying such failure.

If the Agreement is terminated in whole or in part for default, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Owner for any excess costs for such similar services, and shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the Subcontractor were obtainable from other sources to provide the services required.

Payment for services provided and accepted by the Owner shall be at the price specified in the Agreement. The Owner may withhold from amounts otherwise due the Contractor for services provided such sum as the Owner determines to be necessary to protect the Owner against loss because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Termination of Convenience of the Owner.

The rights and remedies of the Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

AA. WARRANTY OF TITLE:

Contractor shall warranty to KITSAP TRANSIT, its successors and assigns, that the title to the material, supplies or equipment covered by the agreement, when delivered to KITSAP TRANSIT or to its successors or assigns, is free from all liens and encumbrances.

AB. WARRANTY OF WORK:

Contractor shall assume responsibility for all material and accessories used in the work, whether the same are made by the Contractor or purchased ready-made from an outside source.

AC. DRUG AND ALCOHOL PROGRAM:

The successful contractor must have a Department of Transportation approved Drug and Alcohol Testing Program. Contractor must provide KITSAP TRANSIT with a copy of the certification.

All Safety-Sensitive work performed at Kitsap Transit or for Kitsap Transit by contractors is subject to federal Drug and Alcohol regulations. The proposed maintenance work is safety sensitive and falls under those regulations.

The successful contractor must have an employee drug and alcohol program that satisfies Federal Transit Administration and DOT requirements. The program must include a written policy, training, and employee testing. These requirements come from the following federal statutes:

49 CFR part 653

Prevention of Prohibited Drug Use in Transit Operations

49 CFR part 654	Prevention of alcohol Misuse in Transit Operations
49 CFR part 40	Procedures for Transportation Workplace Drug and Alcohol Testing Programs
49 CFR part 29	The Drug-Free Workplace Act

The Contractor must provide Kitsap Transit with a copy of its Drug and Alcohol Policy. Kitsap Transit is required to monitor compliance with the regulations throughout the contract period, and contractors are required to complete an annual Contractor Compliance Review questionnaire, and an annual Drug and Alcohol Testing MIS Data Collection Form.

END OF SECTION 3

AGREEMENT

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

WITNESSETH:

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

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

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

KITSAP TRANSIT

CONTRACTOR

JOHN W. CLAUSON
EXECUTIVE DIRECTOR

XXXXXX

DATE

DATE

END OF SECTION 4

PART 1 – INSTRUCTIONS

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

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

PART 3 – RECEIPT OF ADDENDA

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

3.2 Receipt of the following Addenda is acknowledged:

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

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

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

Authorized Signature

Date

Printed Name & Title: _____

Company Name: _____

PART 5 – BID SHEET

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

		<u>*Special Project</u>	
<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>5000 Hour Top End Overhaul</u>	<u>1</u>	<u>\$</u>	<u>\$</u>
<u>10000 Hour Major Overhaul</u>	<u>1</u>	<u>\$</u>	<u>\$</u>
<u>Force Account (Transportation Only)</u>	<u>1</u>	<u>\$</u>	<u>\$</u>
		<u>Total Special Project Bid price</u>	<u>\$</u>
		<u>Annual Estimate Bid</u>	
<u>Description</u>	<u>Estimate Quantity Per Year</u>	<u>Unit Price</u>	<u>Total</u>
<u>5000 Hour Top End Overhaul</u>	<u>4</u>	<u>\$</u>	<u>\$</u>
<u>10000 Hour Major Overhaul</u>	<u>2</u>	<u>\$</u>	<u>\$</u>
		<u>Total Bid Price</u>	<u>\$</u>
		<u>**Total (Special Project + Yearly Estimate)</u>	

** Total that will be used to determine lowest Bidder.

PART 6 – REFERENCES

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

Reference #1:

Customer/Agency: _____

Point of Contact: _____

Phone Number: _____

Email: _____

Were you the prime contractor? _____

Contract Amount: _____

Project Completion Date: _____

Brief Description of project: _____

Reference #2:

Customer/Agency: _____

Point of Contact: _____

Phone Number: _____

Email: _____

Were you the prime contractor? _____

Contract Amount: _____

Project Completion Date: _____

Brief Description of project: _____

Reference #3:

Customer/Agency: _____

Point of Contact: _____

Phone Number: _____

Email: _____

Were you the prime contractor? _____

Contract Amount: _____

Project Completion Date: _____

Brief Description of project: _____

END OF SECTION 5

ATTACHMENT A

Complaint Policy / Protest and Appeal Policy

A. Purpose

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

B. Complaint Policy

Who May Submit a Complaint

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

Timing of Complaint

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

Basis of Complaint

Complaints must be based on the following criteria:

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

Complaint Form and Content

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

Kitsap Transit Response to Complaint

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

C. Protest and Appeal Policy

Who May Protest or Appeal

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

Timing of Protest

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

Basis of Protest

Protests must be based on the following criteria:

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

Protest Form and Content

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

Protest Procedure

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

Appeal Procedure

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

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

Failure to Comply with Requirements

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

Protests to the Federal Transit Administration

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

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

Exhausted Administrative Remedies

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

Attachment B

IFB KT 17-587

SCOPE OF WORK

SPECIAL PROJECT:

The awarded vendor will perform a one-time service to one (1) C18 engine Kitsap Transit provides. The rebuild service must have a five (5) day turnaround from pick up to delivery. The special project will follow the guidelines in the Scope of Work except the lead time and delivery designation.

Kitsap Transit will notify the Award Vendor of the location that the Special Project engine once that information is available. The Contractor will then provide Kitsap Transit with a quoted price to transport the engine from the pick-up location and back. Kitsap Transit will review the quote to determine "fair and reasonable" pricing. No transportation shall take place until Kitsap Transit has agreed to the transportation costs. This transportation fee will be paid out of the Force Account amount provided on the Bid Form.

SCOPE OF WORK:

Kitsap Transit is requesting bids for the services of remanufacturing Caterpillar C18 ACERT 873hp engines for its vessel. Kitsap transit is seeking pricing on two (2) different services a 5000 hour Top End Overhaul and 10000 hour Major Overhaul. Kitsap Transit will notify the successful Contractor of the need to rebuild a C18 engine. The contractor will then retrieve the engine from Kitsap Transit then deliver remanufactured engines after services are complete.

CAT Certification:

All mechanics must be CAT certified and proof of certification must be submitted within 10 days of award.

OEM Equipment:

Any and all defective parts must be replaced with original equipment Caterpillar parts. (NOTE: The term "OEM" is "original Equipment Manufacturer" and is not to be interpreted as "OEM equivalent".) Any NON-OEM part or any other DEVIATION FROM THE SPECIFICATIONS MUST BE APPROVED in advanced by the KITSAP TRANSIT MARINER DIRECTOR in writing.

All remanufactured engines are to have a dynamometer test prior to delivery to Kitsap Transit. Turnaround time is defined as the time that elapses between notification of the Contractor that an engine is being ordered until the time at which the engine is delivered to Kitsap Transit complete and ready for installation. This time shall not exceed (25) business days. Failure to comply with this requirement will be cause for termination of this contract.

Shipping:

Contractor is responsible for transportation of engines between Kitsap Transit and the contractor's facility and return. Contractor shall provide proper equipment to transport engines for the purpose of shipping engines to and from Kitsap Transit.

Estimated Quantity:

The estimated quantity to be purchased may be more or less. Kitsap Transit is not obligated to purchase any minimum amount, and may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid. Kitsap Transit will order on an as needed basis.

Drug and Alcohol Program:

The successful contractor must have a Department of Transportation approved Drug and Alcohol Testing Program. Contractor must provide Kitsap Transit with a copy of the certification. All Safety-Sensitive work performed at Kitsap Transit or for Kitsap Transit by contractors is subject to Federal Drug and Alcohol regulations. The proposed maintenance work is Safety-Sensitive and falls under those regulations. The successful contractor must have an employee drug and alcohol program that satisfies Federal Transit Administration and DOT requirements. The program must include a written policy, training, and employee testing.

These requirements come from the following Federal Statutes:

- 49 CFR Part 653 Prevention of Prohibited Drug Use in Transit Operations
- 49 CFR Part 654 Prevention of Alcohol Misuse in Transit Operations
- 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs
- 49 CFR Part 29 The Drug-Free Workplace ACT

The Contractor must provide Kitsap Transit with a copy of its Drug and Alcohol Policy. Kitsap Transit is required to monitor compliance with the regulations throughout the contract period, and contractors are required to complete an annual Contractor Compliance Review questionnaire, and an annual Drug and Alcohol Testing MIS Data Collection Form.

Insurance:

Contractor must meet all insurance requirements found elsewhere in this specification. Certificates of insurance shall be provided Kitsap Transit within two (2) weeks after notification of award evidencing proof of coverage in accordance with contract.

Attachment C

IFB KT 17-587

Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS, That we,

_____, as
PRINCIPAL and _____, a
corporation duly organized under the laws of the State of _____, and authorized to do business
in the State of Washington, as SURETY, are held and firmly bound unto the KITSAP TRANSIT SYSTEM, as OBLIGEE, in
the full and penal sum of five percent (5%) of the total amount of the Bid Proposal of said PRINCIPAL for the Work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators
and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed Proposal for the
following construction, to wit:

CAT C18 ENGINE REBUILD, # KT 17-587

said Bid and Proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said Proposal Bid by the PRINCIPAL be accepted, and the Contract be awarded to said
PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said Contract and shall furnish bonds as
required by the OBLIGEE within a period of twenty (20) days from and after said Award, exclusive of the day of such
Award, then this bond shall be null and void, otherwise it shall remain and be in full force and effect. Alternatively, if the
PRINCIPAL, after submitting a Bid for the above named project, is awarded the Contract and fails to provide bonds
acceptable to the OBLIGEE, the PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed and sealed this ____
_____ day of _____, 2017

By _____
Principal

By _____
Surety

Contractor Name

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