



**600 County Shop Lane
Burlington, WA 98233**

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

**REQUEST FOR PROPOSALS (RFP)
FOR
UNIFORMS AND RELATED SERVICES
RFP 024-001**

June 21st, 2024

*Prepared by
Michael O Makosala*

DocuSigned by:
Crystle Stidham
Crystle Stidham
Signature
2024 June 21 | 3:39:48 PM PDT

DocuSigned by:
Greg Latham
Director of Maintenance
Greg Latham
Signature
2024 June 21 | 10:05:55 AM PDT

Advertised: Skagit Valley Herald – June 21st, 2024
Notices Posted: Skagit Transit website www.skagitttransit.org
Skagit Station, Mount Vernon, WA
Skagit Transit MOA Base, Burlington, WA
Selected Bidder's list

TABLE OF CONTENTS

Page 1 of 1

ITEM	PAGE
SECTION 1 – INTRODUCTION	3
SECTION 2 – CALENDAR OF EVENTS	4
SECTION 3 – INSTRUCTIONS TO PROPOSERS	5 – 14
3.01 Non-Submittal	6
3.02 Proposer Acknowledgements	6
3.03 Communications	6
3.04 Approved Alternates	6
3.05 Addenda	7
3.06 General Information	7
3.07 Proposal Requirements	8
3.08 Evaluation Criteria	9
3.09 Method of Procurement	9
3.10 Single Proposal Received Procedure	11
3.11 Award	11
3.12 Failure to Execute Contract	12
3.13 Trial Period and Right to Award to Next Proposer	12
3.14 Proposals as Public Records	12
3.15 Protest Procedures	12
3.16 Contract Claims	14
SECTION 4 – SCOPE OF WORK	15 – 21
 <u>EXHIBITS</u>	
Exhibit A – Sample Contract	22 – 34
 Exhibit B – Proposal Form	
Part 1 Business Information	36
Part 2 Receipt of Addenda	36
Part 3 Insurance Company	36
Part 4 Professional References	37
Part 5 Service Proposal	38
Part 6 Price Proposal	39
Exhibit C – Proposer’s Affidavit	42
Exhibit D – DBE/SBE Bidders List	45
Exhibit E – Request For Clarifications/Approved Alternates Form	47
Exhibit F – No Proposal Notice Form	48
Exhibit G – Sample Logo	49

SECTION 1 – INTRODUCTION

SKAGIT TRANSIT RFP #19-005 – UNIFORM CONTRACT

This **Request For Proposals (RFP)** is the means for qualified Uniform and Related Services Vendors to submit proposals to Skagit Transit for Supply Staff Uniform and related services described in this Solicitation See Scope of work under Section 4.01 below. Skagit Transit anticipates awarding a Firm Fixed Price Completion Term Contract with a Total Estimated cost in the range of \$170,000 to cover an estimated period of five years.

The contract period is comprised of a basic period of three years and two one-year option periods, at the sole discretion of Skagit Transit. The resultant Contract will be awarded to only one vendor.

The RFP and any subsequent Addenda will be posted to Skagit Transit’s website at www.skagittransit.org under the Procurement section.

A sample contract between Skagit Transit and the successful Proposer is included in this RFP as Exhibit A. The terms and conditions will be similar in form to the final agreement to be executed between the parties; however, Skagit Transit reserves the right to make changes and additions prior to execution.

Contract Amount: The Contract is valued at approximately in the range of \$110,000 to \$240,000. It shall be understood and accepted by the Proposer that any volumes or amounts shown in this RFP are estimates only and impose no obligation on Skagit Transit, either minimum or maximum, to purchase all services contained in this RFP.

Pre-Proposal Meeting and Site Visit: A non-mandatory meeting will be held at 9:00 a.m. PDT June 18th 2024 at Skagit Transit’s administrative offices located at 600 County Shop Lane, Burlington, WA immediately followed by a viewing of Staff Uniform Designs Samples. All prospective Proposers are strongly encouraged to attend and take advantage of visiting our facility to view the samples and designs for the Staff uniforms. The visit will provide an opportunity for you to inspect the quality of the materials, review the design options, and discuss any customization needs in relation to the requirements and intent of the Contract. Additionally, it will offer a firsthand look at the quality, style, and functionality of the uniforms, ensuring they meet our standards and preferences.

No viewing will be provided by Skagit Transit staff at any other time.

Proposals shall be made according to the “Instructions to Proposers” and as outlined on the Proposal Form, Exhibit B, included hereunder. Proposers must meet the minimum requirements described in this RFP and present evidence that they are fully competent to perform under the conditions of the Agreement. Proposals shall include a description of the firm, its services, key personnel who would be assigned work under the Contract, a price proposal, etc. Failure to comply with these Instructions may result in disqualification of the proposal.

Proposal Due Date: It is the responsibility of Proposers to submit their proposals in a timely manner to the Skagit Transit via emails at Procurement@skagittransit.org no later than exactly 4.30 p.m. PDT July 24th 2024. Any proposal not meeting the deadline will be rejected and reviewed.

A Proposer that is determined to have an unsatisfactory record of performance and/or integrity in connection with the pre-qualification, bidding, or performance phase of any previous contract may be removed from consideration.

Proposal validity: All proposals shall be effective for sixty (60) days from the Proposal Due Date and shall contain a statement to that effect. All submitted documents become the property of Skagit Transit.

Equal Opportunity: Women or minority owned Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals. It is Skagit Transit's policy to ensure non-discrimination in the award and administration of all contracts, to create a level playing field on which DBE's can compete fairly and to help remove barriers to the participation of DBEs in our contracts.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 2 – CALENDAR OF EVENTS

Following is the procurement schedule from issuance of the RFP through contract performance beginning. Any change affecting the timeline for submitting questions or proposals will be made by written Addendum. Skagit Transit reserves the right to reschedule evaluation meetings, revise the schedule as necessary or postpone award. All times are stated in Pacific Standard Time (PST).

<u>ACTIVITY</u>	<u>DATE</u>
Public Announcement of Request for Proposals:	June 21 st , 2024
Questions Due:	June 25 th , 2024
Responses to Questions Due:	June 27 th , 2024
<u>Proposals Due Date:</u>	July 5 th , 2024
Begin Evaluation of Proposals:	July 8 th , 2024
*Presentations and Demonstrations:	July 15 th , 2024
Final Evaluation Meeting:	July 18 th , 2024
Award Recommendation Notice sent to Proposers:	July 25 th , 2024
Protest Deadline:	July 28 th , 2024
Board Approval:	August 6 th , 2024
Final Award Notice sent to Proposers:	August 12 th , 2024
Execute Contract:	August 13 th , 2024

*NOTE: Skagit Transit reserves the right to change the schedule at any time.

END OF SECTION 2

REQUEST FOR PROPOSALS #24-001

FOR

UNIFORMS AND RELATED SERVICES

SECTION 3

INSTRUCTIONS TO PROPOSERS

SKAGIT TRANSIT RFP #024-00X – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

3.01 NON-SUBMITTAL

If not submitting a proposal at this time, please complete Exhibit F, No Proposal Notice and submit to the contact person identified below

The information gathered will provide insight into how we can improve our process, conditions or specifications to reach our goal of creating a competitive, level playing field for all potential proposers.

3.02 PROPOSER ACKNOWLEDGEMENTS

Proposer agrees that signing and submitting a proposal in response to this solicitation shall be conclusive evidence to Skagit Transit that the Proposer has thoroughly examined and understands all requirements of the ENTIRE solicitation package, including any Addenda issued, and the work required to complete the Contract, and has made allowances therefore in preparing figures to provide the required services. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof shall in no way relieve the Proposer from its obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof.

3.03 COMMUNICATIONS

- 1) All communications regarding this solicitation shall only be made with the Skagit Transit point of contact as identified below. Proposers who seek to obtain information, clarification, or interpretations from anyone other than the Procurement and Contracts Coordinator are advised that such material is used at the Proposer's own risk and such actions are prohibited and may be cause for disqualification. Skagit Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents.
- 2) To be given consideration, all inquiries, requests, or exceptions to any requirement, terms, conditions, or any other proposal aspect concerning this solicitation must be explicitly, fully and separately submitted in writing on form provided herein as Exhibit E, "Request For Clarifications/Approved Alternates" at any time prior to **4:30 pm PST June 25th, 2024** to:

Michael Makosala
Interim- Procurement and Contracts Coordinator
Skagit Transit
600 County Shop Lane
Burlington, WA 98233
E-mail: MMakosala@skagittransit.org

- 3) The Proposer making the request shall be responsible for its proper delivery to the Procurement and Contracts Coordinator, only e-mail submission will be entertained for this solicitations. This process will be the only opportunity for prospective Proposers to ask questions before the Proposal Due Date. Proposers are cautioned to limit exceptions to the RFP provisions and placing their own conditions and limitations on them. Such actions may so fundamental to be just cause for rejection of the Proposal as non-responsive to the RFP requirements.

3.04 APPROVED ALTERNATES

Proposers may submit requests for approved alternates in writing by utilizing the "Request For Clarifications/Approved Alternates" form mentioned above; to be submitted in the same manner and by the deadline specified. Each request shall include the name of the material item for which it is to be substituted, along with all pertinent information necessary for a complete evaluation by Skagit Transit (i.e. manufacturer's name, description, specification, available colors and sizes, etc.). Time permitting, Skagit Transit may request a physical sample or material swatch of the substituted garment being offered. Favorable reviews of

substitution or "or approved alternate" submittals will be distributed to all prospective Proposers as an Addendum. Proposers are not limited to the number of alternates they may submit.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

3.05 ADDENDA

- 1) Skagit Transit’s official response to inquiries shall be made by written Addendum sent to ALL prospective Proposers registered on Skagit Transit’s Plan Holders’ List. The response may be an answer to submitted questions, approve a substitution request, or make changes to the Contract Documents when omission or errors are found. No Addenda will be issued for any request or inquiry submitted after the scheduled cut-off date and time. Any Addenda issued after the deadline for inquiries will be at the sole discretion of Skagit Transit for information it deems absolutely necessary to inform Proposers.
- 2) **Plan holders’ List:** It is recommended that Proposers notify the Procurement and Contracts Coordinator of their intent to submit a proposal and request to be “registered” on Skagit Transit’s Planholders’ List in order to receive direct notification of any issued Addenda. This medium will be the primary list for dissemination of information to Proposers. Proposers who do not register will not be notified of Addenda and will be responsible to obtain such information at their own risk.
- 3) **Receipt of Addenda:** Addenda could substantially change the Scope of Work and will be considered part of the Contract Documents. **Proposers MUST indicate on the Proposal Form that they have received all issued Addenda. Failure to acknowledge receipt of Addenda issued may invalidate a proposal as non-responsive.** Proposers shall ensure that they have received all Addenda by calling the Procurement and Contracts Coordinator at 360 757 9159 or checking Skagit Transit’s website at www.skagittransit.org prior to the deadline specified for submitting proposals.

3.06 GENERAL INFORMATION

- 1) Proposals shall be made according to all instructions set forth throughout this RFP. Failure to comply with any instruction may result in disqualification of the proposal as non-responsive. Proposers must meet the minimum requirements described and present evidence that they are fully competent to perform under the conditions of the Contract. A Proposer who is determined to have an unsatisfactory record of performance or integrity in connection with any previous contract may be rejected for consideration.
- 2) Proposers must be fully insured and registered to conduct business in the State of Washington by the Proposal Due Date. No Proposer will be considered acceptable unless they are a reputable and established firm.
- 3) Joint venture proposals will not be accepted by Skagit Transit. Proposers shall structure their submitted proposals so the Proposer is the Primary or Prime Contractor. Any company associated with the Prime Contractor in providing goods or services under this Contract shall be a sub-contractor to the Prime Contractor and not to Skagit Transit.
- 4) **Withdrawal:** No proposal may be withdrawn *after* the deadline specified for submitting proposals unless award is delayed by Skagit Transit for a period exceeding 60 days from the submittal deadline. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of 60 days, to provide Skagit Transit the goods and services described herein, or until one or more of the proposals have been approved by Skagit Transit, whichever occurs first.
- 5) **Modification:** A modification of a proposal already received may be considered only if a written request is received by Skagit Transit *before* the deadline specified for submitting proposals. The request must be signed by an individual authorized to submit proposals on behalf of the company and shall accompany the modification submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its proposal after it has been submitted pursuant to the terms of this solicitation.
- 6) **Extension or Cancellation:** Skagit Transit reserves the right to cancel this solicitation or extend the submission deadline by written Addendum at any time *prior to* the specified date and time for receiving proposals, or in the event only a single proposal or no proposals are received. If a Proposer pursues a

protest or a request for reconsideration, its proposal is deemed extended until Skagit Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Proposer.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

- 7) **Rejection and Consideration of Proposals:** Skagit Transit reserves the sole discretionary right to: Accept or reject any and all proposals, portions or parts thereof; Waive minor errors, informalities or immaterial irregularities when it is in Skagit Transit's best interest; and reject the proposal of any Proposer who previously failed to perform adequately for Skagit Transit or any other governmental agency, or who is in default on the payment of taxes, licenses, or other monies due. Skagit Transit may request additional information, as necessary, to properly evaluate proposals. Proposer's failure to submit such information will result in rejection of that proposal as non-responsive. In consideration for Skagit Transit's review and evaluation of its proposal, the Proposer waives and releases any claims against Skagit Transit arising from the rejection of any proposal, including any claim for costs incurred by Proposers in the preparation of submitted proposals.
- 8) **Errors and Administrative Corrections:** Skagit Transit will not be responsible for any errors in proposals. Skagit Transit reserves the right to make mathematical corrections to minor administrative errors or irregularities such as typing errors, number transposition, and incorrect calculations.

3.07 PROPOSAL REQUIREMENTS

- 1) **Responsiveness:** A "responsive" proposal will address all items requested in the RFP with straightforward, concise information that satisfies the requirements specified. Emphasis should be placed on brevity, conformity to instructions and clarity of content. Only complete proposals will be evaluated. Proposals that are incomplete, are conditioned in any way, contain erasures, alterations, or items not called for in the proposal, or that are not in conformance with the law, may be cause for immediate rejection. Proposals made on forms other than those included in the RFP, or as may be revised by an Addendum, will be immediately rejected as non-responsive.
- 2) **Proposal Contents:** To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner listed below and made only on the forms included in the RFP. Exhibits B, C, and D are **mandatory**.
 - a) **Letter of Transmittal:** Identify the RFP name and person(s) authorized to make representations for the Proposer, his or her title, address, telephone numbers, e-mail addresses, and signature. Include a description of Proposer's understanding of the service requirements to be provided.
 - b) **Exhibit B:** Proposal Form
 - c) **Exhibit C:** Affidavit Concerning Non-Collusion, Conflicts of Interest, Anti-Kickbacks, Segregated Facilities, and Debarment and Suspension
 - d) **Exhibit D:** DBE/SBE Bidders List
- 3) **Additional Information:** Proposers may attach additional information as requested or deemed necessary but must clearly mark all attachments with the corresponding section and subpart number being referenced from the Proposal Form. Submit such information on 8-1/2" x 11" plain white paper; single-sided.
- 4) **Preparation:** Proposals must be prepared in a clear, concise, and organized manner, ensuring that all specified requirements and guidelines are thoroughly addressed, and clearly marked "Request for Proposals (RFP) for Uniforms Number: [Insert RFP Number]"
 1. Introduction" Proposals must be prepared in a clear, concise, and organized manner, ensuring that all specified requirements and guidelines are thoroughly addressed."

Skagit Transit is seeking proposals from qualified suppliers for the provision of uniforms.

2. Submission Instructions

3.1 Submission Email Address

3.2 Proposals must be submitted via email to [Submission Email Address].

3.3 Subject Line

3.4 The email subject line should clearly state: "[RFP Title] - Proposal Submission - [Your Company Name]".

3.5 3.3 File Format

3.6 All quotation documents should be submitted in PDF format. Ensure that the documents are clear and easily readable.

3.7 3.4 File Naming Convention

3.8 Each file should be named using the following format: [Your Company Name] _[Document Title].pdf (e.g., ABC_Corp_Uniform_Proposal.pdf, ABC_Corp_Terms_Conditions.pdf).

3. 3.9 Email Body

The email body should include:

The name of your company

Contact information (name, title, phone number, email address)

A list of attached documents

4. Required Documents Ensure all required documents are attached:

- a. Completed and Signed Forms (as specified in the RFP)
- b. Any additional documents as specified in the RFP
- c. Confirmation of Receipt
- d. Upon submission, you will receive an email confirmation of receipt. If you do not receive confirmation within 24 hours, please contact [Contact Person's Name] at [Contact Person's Email/Phone Number].
- e. Encryption and Security

- 5) **Proposals** must be submitted via secure email to protect the confidentiality of the proposal contents. If encryption is used, please provide the decryption key in a separate email sent to [Alternative Email Address]. Submission of hardcopies has been a traditional of Skagit Transit While Skagit Transit is one to this practice is not being done away with Skagit Transit is moving paper less and would prefer email and which should be sent through Procurement@Skagittransit.org

Technical Issues,

If you encounter any technical issues during submission, please contact Michael Makosala at MMkosala@Skagittransit.org: Phone Desk: 360 757 9159

It is advisable to submit proposals well before the deadline to avoid last-minute technical problems.

- 6) **Legal Name:** Skagit Transit requires the legal name of your company, as it is legally registered, on your Proposal Form. You may put your "Doing Business As" (dba) name or business nickname in brackets behind the legal name. Your company's legal name can be verified through the State Corporation

Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState>.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

4 **Price Proposal:**

- a) Provide firm-fixed unit prices, including the cost of embroidery for certain items specified in the Scope of Work. Freight in prices shall be FOB Burlington Destination, Prepaid and Allowed.
- b) Prices shall exclude Washington State Sales Tax. This shall be charged to the individual Coach Operator at time of purchase.
- c) Any other State sales/use tax, import revenues, excise or other taxes which are not, or which may hereafter be imposed by Congress, a State, or any political subdivision hereof and applicable to the services rendered as a result of this RFP, and which by the terms of the tax law must be passed directly to the customer, will be paid by the individual Coach Operator.
- d) Handwritten or typed prices shall clearly identifiable and contain no markup corrections or erasures.

5 **Submittal:** ONE (1) original and SIX (6) hard copies of your completed and signed Proposal must be submitted in a sealed envelope clearly marked with the Proposer's name, address, and labeled "**RFP #18-009 UNIFORMS & RELATED SERVICES**". Faxed, telephonic, or electronic proposals will not be accepted. Proposals must be mailed, couriered, or hand-delivered and received **before 4.30 p.m. PST** July 5th, 2024 to:

Michael Makosala
Interim- Procurement and Contracts Coordinator
Skagit Transit
600 County Shop Lane
Burlington, WA 98233

For those option for e-mail submission (which is the most preferred option) please follow the instruction per above with the same closing date and time.

- 6 The official time of receipt at Skagit Transit is the time marked and date stamped by a Skagit Transit representative on the proposal envelope, or other documentary evidence of receipt maintained by Skagit Transit. For electronic submission, it shall be the time hits the Skagit Server. Skagit Transit will not be held responsible for delays by the Proposer, the United States Postal Service, Technical cyber challenges or any other carrier delivering proposals after the set due date and time. Late proposals will be rejected and returned to the Proposer unopened.

3.08 Only one mode of submission will be used Hardcopy/Physical delivery of Proposal or e-mail submission. It should be noted, that the e-mail submission is more preferred to physical hard copy delivery

3.09 EVALUATION CRITERIA

Evaluation Criteria are listed in order of importance and are relative to parts enumerated on the Proposal Form. Each criterion has a pre-assigned weight to evaluate its relative importance.

Evaluation Criteria: Quotations will be evaluated based on the following criteria:

☐ Proposed Work Plan: 10%

- **Detail and Clarity:** Evaluate how clearly the work plan outlines the steps for supplying the uniforms, including design, production, quality checks, and delivery.
- **Feasibility:** Assess whether the proposed timelines and methodologies are realistic and achievable.
- **Resource Allocation:** Consider the allocation of resources, such as personnel, equipment, and materials, to ensure timely completion of the project.

☐ **Price: 10%**

- **Cost Competitiveness:** Compare the proposed prices with industry standards and other proposals to ensure competitiveness.
- **Budget Compliance:** Evaluate how well the proposed prices fit within Skagit Transit's budget for uniform supply.
- **Cost Breakdown:** Review the detailed breakdown of costs to understand the allocation of expenses for materials, labor, shipping, etc.

☐ **Quality: 30%**

- **Material Standards:** Assess the quality of materials proposed for the uniforms, ensuring durability, comfort, and suitability for Skagit Transit's requirements.
- **Workmanship:** Evaluate the quality of workmanship, including stitching, finishing, and overall construction of the uniforms.
- **Compliance with Specifications:** Ensure the proposed uniforms meet all specified design and functional requirements outlined in the RFP.
- **Samples and Prototypes:** Review any provided samples or prototypes to gauge the actual quality and adherence to specifications.

☐ **Delivery Time: 10%**

- **Lead Times:** Evaluate the proposed delivery schedule, including production and shipping times.
- **Adherence to Deadlines:** Consider the supplier's ability to meet critical deadlines and delivery milestones.
- **Contingency Planning:** Assess the supplier's contingency plans for handling potential delays or disruptions in the supply chain.

☐ **Past Performance/Supplier Experience: 30%**

- **Relevant Experience:** Review the supplier's experience in providing similar uniforms to other organizations, particularly transit or public service entities.
- **Performance History:** Consider feedback from previous clients regarding the supplier's reliability, quality of products, and adherence to timelines.
- **References and Case Studies:** Evaluate provided references and case studies to understand the supplier's track record and reputation in the industry.

☐ **RFP Compliance - Terms and Conditions: 10%**

- **Adherence to RFP Instructions:** Assess how well the proposal adheres to the instructions and requirements outlined in the RFP.
- **Acceptance of Terms:** Review the supplier's acceptance of Skagit Transit's terms and conditions, including payment terms, warranties, and liability clauses.
- **Completeness and Accuracy:** Ensure the proposal is complete, accurate, and free of discrepancies or omissions.

This weighting ensures that all criteria are considered, with a focus on aspects such as the proposed approach, cost, quality, timeliness, supplier reliability, and adherence to RFP requirements. Adjustments can be made based on the specific needs and priorities of the project

3.10 METHOD OF PROCUREMENT

In contrast to a competitive sealed bid process, submissions received through a Request for Proposals (RFP) process are not solely based on price and are not publicly opened. The evaluation process encompasses all aspects, including documentation, correspondence, meetings, and any other information submitted in response to this RFP, as well as subsequent contract negotiations. These proceedings are strictly confidential and are not disclosed to competitors or any external parties outside the Evaluation Committee until a contract is executed with the successful Proposer. Proposers will only be informed that their proposal was ranked within the competitive range; however, specific placement or the number of proposals evaluated will not be disclosed.

SKAGIT TRANSIT RFP #024-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

- 1) The basic steps in the formal competitive RFP process are:
 - a. Qualified Proposers submit proposals before the date and time previously specified.
 - b. All proposals received by the specified deadline are opened by the Procurement and Contracts Coordinator and examined for further responsiveness to the requirements of this RFP. Any non-responsive proposals will be rejected and not further evaluated. All remaining proposals will be set aside to be evaluated in accordance with the Evaluation Criteria set forth in the RFP. Late proposals will be recorded as late receipts but will not be put under any consideration
 - c. A responsibility review is conducted on each Proposer by checking business registration, debarment status, Industrial Insurance payment record, etc. as well as contacting the Proposer's listed references. Proposers determined to be non-responsible will have their proposal rejected and not further evaluated. *NOTE: Skagit Transit reserves the right to determine a Proposer non-responsible at any time prior to or after award of the Contract if new information becomes available.*
 - d. An Evaluation Committee consisting of an odd number of people will review each proposal in a private meeting with the Contracts Administrator, or designee. The Committee will:
 - i. Consider all submitted material, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully providing and completing the type of Work called for in the RFP. If necessary, the Proposer's references may be contacted by phone for additional information.
 - ii. Evaluate each proposal for content and conformity to the requirements and in accordance to each criterion listed in the RFP. At any point during the evaluation process, the Committee may request additional information from Proposers, or seek clarification about any statement made in proposals that Skagit Transit finds ambiguous, in order to substantiate information submitted in proposals. All supplemental material submitted by the successful Proposer will become part of the resulting Contract.
 - iii. If there is any conflict between the Scope of Work and the submitted proposal, the RFP shall control; however, provided that Skagit Transit, in its sole option and discretion, may require the Proposer to meet the requirements, guarantees, warranties, standards of quality or performance incorporated in their proposal or any other submissions if they differ from the Scope of Work.
 - iv. Score each proposal according to the Evaluation Criteria and up to the maximum number of points allowed for each criterion.
 - v. The committee will meticulously document the decision-making process regarding source selection, including the scores assigned to each proposal and their technical suitability. This documentation will provide a comprehensive overview of how the decision was arrived at, delving into the nuances of each proposal's technical aspects, such as adherence to specifications, innovation, and overall suitability for the project.

In particular, technical suitability will be thoroughly evaluated, encompassing factors such as:

- Adherence to project requirements and specifications
- Demonstration of innovative solutions or approaches
- Technical feasibility and robustness of proposed methodologies
- Quality and appropriateness of proposed materials, technologies, and methodologies
- Compatibility with existing systems or infrastructure

- Ability to meet project objectives within the specified timeline and budget constraints
- vi. Each proposal will be rigorously assessed against these criteria, with scores assigned based on the extent to which they meet or exceed technical requirements and expectations. The documentation will provide detailed justification for the scores assigned to each proposal, highlighting strengths, weaknesses, and areas for improvement.
- vii. Furthermore, any subjective elements that influenced the decision-making process, such as expert judgment or qualitative assessments of technical merit, will be transparently expounded upon. This ensures that the evaluation process is not only thorough and systematic but also transparent and accountable, fostering confidence in the integrity of the source selection process.
- e. If a winner is evident, the Committee's written report /recommendation that the Proposer having the highest score be awarded the Contract will be presented to the Skagit Transit Board of Directors for approval. In this instance, an "Award Recommendation Notice" will be sent to all Proposers as soon as practical after evaluations are completed. Upon Board approval, a Final Notice of Contract Award stating the Board's decision will be sent to all Proposers and published on the website specified for posting solicitation documents.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

- f. If a winner is NOT evident, the Committee will reassess proposals and ratings for selecting the competitive range, which may be a clustering of proposals having final scores close to one another but widely separate from the others, or it may be those proposals which attain scores exceeding a certain threshold. Proposers falling within the competitive range will comprise the short list of candidates (Finalists) who may be invited to participate in interviews or demonstrations about all aspects of their proposal, answer specific questions in order to clarify and assure Proposer's full understanding of the requirements of the Contract, or more fully demonstrate the product or service proposed. Skagit Transit will notify Finalists as to the time and date for an interview or demonstration, if applicable.
- g. Interviews/Demonstrations: If deemed necessary, a date will be set in advance for interviews and proposers must be available, or may be determined non-responsive, and should plan to have key personnel on their teams who will be assigned Work under the Contract. Interviews will be limited in time according to the complexity of the requirements. Proposers may be asked to provide additional information prior to interviews being conducted. Skagit Transit reserves the right to utilize new or revised Evaluation Criteria and weights for evaluating Finalists. Such changes will be reduced to writing and sent to all Finalists prior to interviews. The Committee will rank the Finalists and their recommendation for Contract Award will be presented to the Board of Directors.
- h. Best and Final Offers: If it is determined to be in Skagit Transit's best interest to conduct subsequent oral or written discussion with all Finalists after interviews/demonstrations, the discussion may provide guidance to the Finalists on how to improve the technical aspects of their offer in an effort to better meet the specifications, or fulfill the needs and requirements of Skagit Transit., and/or reduce the price. In this instance, all Finalists will be requested to submit a Best and Final Offer (BAFO) to improve their proposal, both technically or economically, which will be evaluated on the same criteria as the original proposal, unless changed by written Addendum issued to all Finalists.

3.11 SINGLE PROPOSAL RECEIVED PROCEDURE

If only a single responsive proposal is received, Skagit Transit shall have the sole discretionary right to extend the deadline for submitting proposals up to an additional 60 days or consider accepting the proposal. Skagit Transit shall conduct a price or cost analysis, as applicable, on the single proposal to determine if pricing is fair and reasonable. Proposer hereby agrees to such analysis and shall promptly provide all cost details, pricing data, supporting documentation and explanations requested by Skagit Transit. Skagit Transit shall not be obligated to accept the single bid by conducting such analysis and reserves the right to reject the bid or any portion thereof.

3.12 AWARD

- 1) Award is made to the single highest scoring Proposer whose offer conforming to the solicitation will be the most advantageous and in the best interest of Skagit Transit. The successful Proposer will receive an award package and must immediately sign and return all requested documents to Skagit Transit within 10 Calendar Days, unless indicated otherwise, or Skagit Transit may utilize its right to cancel the award and go to the next highest scoring Proposer. After receiving an Award Recommendation Notice, the successful Proposer should already have preparations in place to notify their insurance broker and bonding agent, if necessary, to immediately obtain the required documents.
- 2) Skagit Transit reserves the right to award in whole or in part; request additional information before making an award; contract with more than one Proposer; and make award within 60 Calendar Days from the Proposal Due Date. Should award be delayed beyond the 60-day period of, such award shall be conditioned upon Proposer's acceptance.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

3.13 FAILURE TO EXECUTE A CONTRACT

Should the awarding Proposer fail to execute the Contract within the requested amount of time, Skagit Transit reserves the right to terminate award with that Proposer and attempt to negotiate a satisfactory contractual agreement with the next highest scoring Proposer. The Proposer failing to execute a contract may be removed from Skagit Transit's bid list for any future contracting opportunities.

3.14 TRIAL PERIOD AND RIGHT TO AWARD TO NEXT PROPOSER

A 90-day trial period shall apply to the Contract awarded as a result of this solicitation. During the trial period, the Contractor must perform in accordance with all terms and conditions of the Contract. Failure to perform during this trial period may result in the immediate cancellation of the Contract. In the event of dispute or discrepancy as to the acceptability of product or service, Skagit Transit's decision shall prevail. Skagit Transit agrees to pay only for authorized orders received up to the date of termination. If the Contract is terminated within the trial period, Skagit Transit reserves the option to award the Contract to the next highest scoring Proposer by mutual agreement with such Proposer. Any new award will be for the remainder of the Contract and will also be subject to this trial period.

3.15 PROPOSALS AS PUBLIC RECORDS

Except to the extent permitted by Washington State public disclosure laws Chapter 42.56 RCW, Skagit Transit will regard proposals as public records which will be available for public inspection or copying regardless of any markings or notices contained in the Proposal. Information will not be released by Skagit Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved. 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. It is not usually reasonable or legally defensible to mark an entire proposal as "confidential" or "proprietary". Marking the entire proposal as such will not be honored and the proposal may be rejected as non-responsive. Skagit Transit shall make s submittals available to the public after contract award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public or another competitor demands to review portions of a proposal marked "Confidential", Skagit 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. Proposer is responsible to protect the confidentiality of any information submitted in its proposal and shall take such legal action as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within 5 calendar days after receipt of the notice, Skagit Transit will make the requested portions available to the Requestor. Proposer will assume all liability and responsibility for any information declared confidential and shall defend and hold Skagit Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Skagit Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal. By submitting a proposal, the Proposer has thereby agreed to these provisions.

3.16 PROTEST PROCEDURES

- 1) **Procurement Standards:** The procurement standards and requirements of Skagit Transit's Procurement Policy are consistent with the requirements of Federal Transit Administration (FTA) "Third Party Contracting Guidelines", FTA Circular 4220.1F. As part of this Procurement Policy, the Executive Director is hereby authorized to follow or implement the "Third Party Contracting Guidelines", supplemented by the "Best Practices and Procurement Manual (BPPM), or any amendments or changes thereto as shall be deemed necessary and appropriate by the Executive Director.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

- 2) **Right to Protest:** Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a contract due to a matter of law or procedural flaw may file a Notice of Protest, in writing, with Skagit Transit's Executive Director, or designee, *prior to* the closing date for receiving bids or proposals. The written and signed notice of protest must address which law or procedure was not followed or violated, how it has affected the aggrieved, and a description of the relief or corrective action desired. If the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for bids or proposals, the protest shall be submitted within 7 calendar days after such aggrieved person knows or could have known of the facts giving rise thereto. A timely Notice of Protest shall be handled as follows:
- a) A meeting will be called within 5 business days from receipt of the protest that will include representatives from Skagit Transit and the Protestor to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference.
 - b) A decision of the protest will be made by the Executive Director, or designee, within 7 business days of the final meeting. The Protestor shall be notified of the decision in writing by the Executive Director, or designee, by regular mail.
 - c) The Executive Director, or designee, may extend the limits of time outlined herein at his/her sole discretion.
 - d) The decision of the Executive Director, or designee, shall be final unless appealed as provided herein.
 - e) A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.
 - f) If the Protestor is not satisfied with the solution of the Executive Director, or designee, a written appeal may be filed with the Board of Directors. Appeals to the Board of Directors filed more than 7 calendar days following the receipt of the Executive Director, or designee's, written determination will not be accepted.
- 3) **Appeals:** A Protester may appeal to the Executive Director, or designee's, decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within 7 calendar days of receipt of the Executive Director, or designee's, decision which shall be deemed received within 3 days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. Appeals filed outside of this window of opportunity will not be accepted. A three-member committee of the Skagit Transit Board, as appointed by the Board Chairperson, shall decide the appeal. The Protestor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director, or designee, or affirm or reverse the decision in part. The decision of the Committee shall be final.
- 4) **Validity of a Protest:** Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with the Procurement Action, as defined below. Accordingly, the protest cannot be associated with or challenge Skagit Transit personnel or the Evaluation Committee's recommendation of a potentially successful Bidder/Proposer. In other words, a protest can be put forth that Skagit Transit staff did not follow their own policies or procedures that govern a Procurement Action and, accordingly, a Bidder/Proposer was unfairly treated. The protest cannot challenge Skagit Transit personnel or the Evaluation Committee's recommendation of a potentially successful Proposer.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 3 – INSTRUCTIONS TO PROPOSERS

- 5) **Procurement Action:** Meaning specific procurement steps, such as setting the calendar of events, producing the solicitation document, advertising the proposal in a legal paper of record, maintaining a vendor bid list or Plan holders' list, responding to all inquiries received in the specified manner by the appropriate time and date, issuing Addenda straightforwardly to all Bidders, enforcing closing time and date, providing proctoring services to the Project Manager and Evaluation Committee, setting criteria weights, conducting interview process with top-scoring Bidders (if applicable), assembling an Evaluation Committee, issuing award/non-award letters, and maintaining a written record of the procurement.
- 6) **Stay of Procurement During Protests:** In the event of a timely protest, Skagit Transit shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted, or until the Board of Directors makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of Skagit Transit.
- 7) **Entitlement of Costs:** In addition to any other relief, when a protest is sustained and the protesting respondent should have been awarded the contract under the solicitation, but is not, then the incurred costs in connection with the solicitation, including bid preparation costs, but other than attorney's fees, shall be paid by Skagit Transit.

3.17 CONTRACT CLAIMS:

- 1) All claims by a contractor against Skagit Transit relating to a contract, except bid protest, shall be submitted in writing to the Executive Director for a decision. Claims include, without limitation, controversies arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.
- 2) The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The reasons for the decision reached shall be stated and shall inform the Contractor of its appeal rights under Section 3.15(3) above (Procurement Policy Section 13-102).
- 3) The Executive Director's decision shall be final and conclusive unless, within 7 Calendar Days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the Skagit Transit Board of Directors or commences an action in a court of competent jurisdiction.
- 4) If the Executive Director does not issue a written decision regarding any contract controversy within 7 Calendar Days after written request for a final decision, or within such longer period as may be agreed upon between the Parties, then the aggrieved party may proceed as if any adverse decision had been received.

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

END OF SECTION 3

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #18-009
FOR
UNIFORMS AND RELATED SERVICES

SECTION 4
SCOPE OF WORK

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 4 – SCOPE OF WORK

4.01 AGENCY BACKGROUND

Skagit Transit is a municipal corporation and local public transit authority servicing more than 75% of Skagit County, WA. Established in 1993 by voter approval for a Public Transportation Benefit Area (PTBA) to support public transit service in the Mount Vernon/Burlington area, service has since expanded to include the cities and towns of Anacortes, La Conner, Sedro-Woolley, Lyman, Hamilton, Concrete, Rockport and Marblemount. Transportation services include 18 Fixed Routes, including 2 commuter routes between Bellingham and Everett, WA, complimentary Paratransit services, and over 50 Vanpool groups. In 2017, total annual ridership was approximately 667,000 for modes of transportation.

Skagit Transit employs 140 people and operates 2 transit facilities: Skagit Station, a multi-modal transportation hub in the City of Mount Vernon, and the Maintenance, Operations and Administration (MOA) base in Burlington, as well as 5 park and ride facilities throughout Skagit County. For part of its financial support, Skagit Transit currently receives four-tenths of one percent (.4%) retail sales tax and 25% of its funding from State and federal grants. Fares are collected on the Fixed Route buses and by donation only on Paratransit buses. Fare passes are also sold over the counter at Skagit Station and the MOA. More information about Skagit Transit can be found on its website at www.skagittransit.org.

4.02 INTENT

Skagit Transit intends to enter a firm-fixed Purchased Services Contract with one uniform vendor who is committed to providing high quality uniform garments and associated garment services, including, but not limited to: Fittings, alterations (i.e. hemming, waist adjustments), and embroidery. Skagit Transit, at its sole discretion, reserves the right to contract with more than one vendor.

4.03 INTRODUCTION

- a) **Standards and Specifications:** Skagit Transit employs approximately 140 employees and has established a standard for their uniforms. The Specifications set a standard as to style and fabric and, in some instances, a specific brand or manufacturer is named as an example in describing a particular garment. Wherever a brand or manufacturer name is specified, it is understood to state “or approved alternate”. In the event Skagit Transit’s specifications cannot be met, Proposers should use the process for requesting an approved alternate described in Section 3.04, Instructions to Proposers, in order to submit a proposal based on their products which they feel meets the Specifications and meets or exceeds the quality of the garment in question.
- b) **Allotments:** Skagit Transit’s uniform program will provide an annual allotment to its Coach Operators: \$500 for their initial first purchase under the Contract, and a \$300 replacement allowance for each subsequent year. Skagit Transit will provide the dollar amounts to the Contractor at the beginning of each contract year. Any unused portion of the annual allotment is forfeited.

4.04 INDEFINITE DELIVERY – INDEFINITE QUANTITY

Skagit Transit does not guarantee any specific minimum or maximum amount of goods or services to be purchased under the Contract. Any quantities stated are estimates only and are not be construed as firm or a guaranteed purchasing obligation on behalf of Skagit Transit’s employees. Skagit Transit shall authorize each Coach Operator to order only what they individually need and up to the quantities authorized under the Contract.

4.05 RESPONSIBILITIES OF THE PARTIES

- 1) Contractor must be in the business of providing uniform garments on a full-time basis and have the facilities, personnel, product, and equipment necessary to perform all requirements of the Contract.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 4 – SCOPE OF WORK

- 2) Contractor's company must be registered to conduct business in the State of Washington prior to the deadline specified for submitting proposals.
- 3) All garments shall be new and in an unused condition, first quality, and essentially free from loose threads or other unsightly manufacturing remnants. No seconds are to be sold. Contractor's services shall meet or exceed accepted industry standards.
- 4) Contractors must be able to provide uniform garments in standard sizes (S – Small, M – Medium, L – Large, XL – Extra Large) up through 6XL, as well as Big/Tall sizes, Petite, Extra Small to size zero, etc.
- 5) Given the challenges of getting shirts, jackets large enough to fit some of our operators comfortably the winner propose might find it useful to make arrangements of taking measurements of our operators whose sizes fall in these categories and arrange made to measure Coates Shirt and jackets among others in reference to item 4 above.
- 6) Each Coach Operator is responsible for purchasing their uniform items directly from the Contractor. Contractor shall maintain an individual account for each Coach Operator, tracking all orders and balances against annual quantities allowed and the allotments stated above in Item 4.03(b). Contractor shall submit accountability reports to Skagit Transit monthly or upon request.
- 7) Contractor shall notify the Coach Operator of any overages and the Coach Operator shall promptly pay Contractor the amount owed.
- 8) We recommend each Coach Operator can purchase up to the maximum amount of the following quantities of the stated items for their first purchase under this Contract:
 - 3 Pants
 - 2 Shorts
 - 5 Shirts
 - 2 Sweaters or Vests
 - 1 Light Weight Jacket
 - 1 Winter Parka
 - 2 Headgear (1 Knit Hat & 1 Ball Cap)
- 9) For each subsequent year, Coach Operators may purchase garments on an as-needed basis to replace any worn out and faded items but only up to maximum quantities and replenishment amounts allowed per year.
- 10) In the event a garment becomes unavailable, Contractor must immediately notify the Coach Operator and Skagit Transit. Contractor shall identify other supply sources that meet Skagit Transit's requirements and request a product change in writing for Skagit Transit's approval. Pricing for garment substitutions will be established on a case-by-case basis.
- 11) Skagit Transit reserves the right to add and delete garments from its uniform program as it deems necessary. Any uniform change must be approved in advance by the Skagit Transit Project Manager. All changes will be performed in the manner set forth elsewhere in the Contract Documents.

4.06 BASIC UNIFORM SPECIFICATIONS

The Specifications listed below shall be used as guidelines. Garments of equal or superior quality may be substituted. For uniform consistency, it is desirable that all garments meet the following standard requirements:

- 1) **Pants** – Men and Women – Color: Black only
 - a) **Industrial Work Pant**: Red Kap, or approved alternate. Men's and Women's sizes; 7.5 oz., 65/35 poly/cotton twill fabric with Touchtex; plain/flat front; two side pockets. (Women only 10% spandex)

- b) Elastic Side Insert Pant: Red Kap, or approved alternate. Men's and Women's sizes; 7.5 oz., 65/35 poly/cotton twill fabric with Touchtex; plain/flat front; two side pockets. (Women only 10% spandex)
 - c) Pleated Pants: Red Kap, or approved alternate. Men's and Women's sizes; 7.5 oz., 65/35 poly/cotton twill fabric with Touchtex; pleated front; two side pockets. (Women's only 10% spandex)
-

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 4 – SCOPE OF WORK

2) Shorts

- a) Industrial Work Short: Red Kap, or approved alternate. Men's and Women's sizes; 7.5 oz., 65/35 poly/cotton twill. (Women's only 10% spandex)
- b) Color: Black.

3) Shirts

a) Oxford Style:

- i. Red Kap, Port Authority Easy Care Shirts, or approved alternate. Men's and Women's sizes; 4.5 oz., 55/45 cotton/poly blend; long and short sleeves; left chest pocket with button. Also, include Women's 3/4 sleeve.

Color Alternatives: Solid Colors – Light Gray or Forest Green

- ii. Tri-Mountain Executive Men's, or approved alternate. Men's and Women's sizes; 6 oz. 100% cotton twill; long and short sleeves; left chest pocket with button. Also, include Women's 3/4 sleeve.

Color Alternatives: Solid Colors – Light Gray or Forest Green

b) Polo Style:

- i. Red Kap, Port Authority EZ Cotton Pique Polo, or approved alternate. Unisex; 100% cotton; short sleeves; no pocket.

Color Alternatives: Solid Colors – Light Gray or Forest Green

- ii. Port Authority Silk Touch Polo, or approved alternate. Unisex; 5 oz., 65/35 poly/cotton pique; short sleeves; no pocket.

Color Alternatives: Solid Colors – Light Gray or Forest Green

- iii. Sport Tek Micro piqué sport Polo Cotton Pique Polo, or approved alternate. -. Unisex; 5 oz., 65/35 poly/cotton pique; short sleeves; no pocket.

- iv. Color Alternatives: Solid Color- – Light Gray or Forest Green

- c) Embroidery – All Shirts: Skagit Transit logo directly on garment, left chest, and above pocket where applicable.

4) Sweaters and Vests

a) Sweater: Women's Cardigan Style

Devon & Jones, or approved alternate. Unisex; Pullover; V-neck; rib bottom; 100% acrylic; machine washable; sleeveless vest; long sleeve sweater.

Color Alternatives: Solid Colors – Charcoal or Gray

b) Vest: Men's and Women's

Sierra Pacific, or approved alternate. Unisex; Front-zip – 100% polyester with fleece lining.

Color: Black

- c) Embroidery – All Sweaters and Vests: Skagit Transit logo directly on garment, left chest.

5) **Windbreaker**

- a) Tri-Mountain, Port Authority, Ash City, or approved alternate. Unisex with hood and pockets with Velcro closure on sleeve.
- b) Color: Solid Charcoal
- c) Embroidery: Skagit Transit logo directly on garment, left chest.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 4 – SCOPE OF WORK

6) Parka

- a) Tri-Mountain 7800 Dakota jacket, Devon & Jones, Port Authority, or approved 3-in-1 System alternate. Unisex; tailored; water resistant PU coated nylon shell; detachable hood or roll up hood into collar; large pockets; zip-out anti-pilling fleece liner with long sleeves; two-way front zipper to open from top or bottom; double-stitched seams.
- b) Shell must have reflective tape/stripping on the front and back of the parka.
- c) Color: two-tone black and gray with contrasting-colored panels. Not necessary to have contrasting on detachable liner but is acceptable.
- d) Embroidery: Skagit Transit logo directly on garment, left chest, both shell and liner.

7) Headgear

- a) Knit Hat – Watch Style: Wisconsin Knitting, or approved alternate. Unisex; 100% acrylic. (Charcoal, Light Gray or Black.
- b) Baseball Cap: Port Authority, or approved alternate. Unisex; 60% cotton/40% polyester twill; adjustable self-fabric closure with grommet. Should be resistant to fading.
- c) Baseball Cap: Larger size fitted or approved alternate Unisex; 60% cotton/40% polyester twill; adjustable self-fabric closure with grommet. Should be resistant to fading.
- d) Color: Two-Two Tone – Light Gray with black trim.
- e) Embroidery – All Headgear: Skagit Transit logo directly on garment, front and center.

4.07 LABELS

All size tags or markings, material content labels, and care instructions shall be properly affixed to each garment. Labels shall be permanent and able to withstand repeated washings for the life of the garment. Each garment shall bear the following minimum label information:

- Manufacturer's name or WPL or RN numbers, as required by the Federal Trade Commission.
- Fabric contents.
- Complete laundering instructions.

4.08 SIZING

Contractor is responsible for measuring and fitting all Coach Operators. Surcharges required for larger sizes shall be indicated in the Proposal. A complete list of charges per size breakdown is required.

These will be critical at the evaluation and shall comprise part of key parameters of the evaluation factors.

4.09 ALTERATIONS / TAILORING

Contractor is responsible for all uniform alterations requested by the Coach Operator. Alterations shall be performed in a professional manner with thread matching the material color. Pants hems shall be straight with length even on both legs and final pressed. Incorrect or unsatisfactory alterations shall be corrected at no additional charge to the Coach Operator.

4.10 ORDERING PROCEDURES

- 1) Coach Operators shall place their individual orders directly with the Contractor. An outlet facility is preferred within 35 miles of Skagit Transit's Burlington location. A designated sales representative shall be available at the outlet facility a minimum of 1 day quarterly to take measurements and orders from Coach Operators. If an outlet facility is not available, a designated sales representative shall schedule 1 day per month in advance for site visits to Skagit Transit's MOA facility in Burlington take measurements and orders.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 4 – SCOPE OF WORK

- 2) Skagit Transit shall provide the Contractor names of each Coach Operator authorized to purchase uniform apparel, along with the dollar values not to be exceeded. Contractor shall require proof of identification from the Coach Operator in the form of a valid employee ID card. Skagit Transit shall not be held responsible for purchases of unauthorized personnel, purchases in excess of authorized individual limits, or purchase of items not under contract.

4.11 EMBROIDERY

- 1) Excluding pants and shorts, all other garments shall be embroidered with Skagit Transit's logo directly on the garment. Cost of embroidery shall be included in the cost of each garment.
- 2) Embroidered logos shall be constructed of such high-quality threads and workmanship that the wear and fading of the logos shall coincide with the wear and fading of the individual garments. Logo size shall be a minimum of 2 ½" x 2 ½" and a maximum of 3" x 3". Placement on shirts and jackets will be over the left chest pocket or where a pocket would typically be if the garment were to have one. Final logo placement shall be coordinated with the Skagit Transit Project Manager.
- 3) While Sample logo illustrations are included herein as **Exhibit G**, these may not represent the exact logo to be utilized. Upon contract execution, Skagit Transit will send electronic files of its logo to the Contractor. The contractor will be required to Submit the appropriate artwork for approval by Skagit Transit before commencing any work. Skagit Transit reserves the sole right to instruct the Contractor to deviate from the Agency's standard logo colors of PMS Green #342, Black, and White; or outline the images, as necessary, to ensure the logo will be prominent on any garment. If Contractor's thread is not an exact match, then it shall be as close as possible a match to these colors. Skagit Transit may also opt to use color variances of White only, Black only, or any combination thereof.
- 4) The Contractor shall be required to

4.12 DELIVERY

- 1) Contractor must be capable of having special sized garments manufactured and delivered within 30 Calendar Days from the order date. All other "regular size" orders shall be filled within 21 Calendar Days from the order date and, when at all possible, be shipped complete to the Coach Operator's home address at no additional cost. In no case shall uniform items be sent to Skagit Transit. Skagit Transit will not assume responsibility for any shipment or freight charges of uniforms.
- 2) Contractor shall immediately notify the Coach Operator if delivery requirements cannot be met and explain why. Any order exceeding 21 days from date of order will be given priority handling and shipped for next-day delivery.
- 3) If delivery of any contracted item is consistently late, Contractor shall work with Skagit Transit for a mutual remedy. If no remedy can be made, or a reasonable explanation is not given, Skagit Transit may terminate the Contract.

4.13 BILLING AND REPORTING

Individual Skagit Transit employees will have separate annual monetary allocations. The tax rate shall not be figured into the unit prices of the garments but shall be deducted from the total available allotment at the time of purchase. As described in the Contractor's proposal, the Contractor will:

- 1) Provide accounting services for maintaining and providing continually current account information for Coach Operator purchases.
- 2) Establish initial, individual accounts for each Coach Operator. Account information shall include the employee name and number, list of items ordered and date, sizes, exchanges, notations for specially sized garments, amount of purchase, year-to-date purchase total, and declining balance for each individual's allocation.

- 3) Add or remove individuals as soon as notified by the Skagit Transit Project Manager. Provide immediate confirmation that the change has been made.
- 4) Once an order has been placed there should be an order Tracking Number/Shipping/Confirmation Number which will be used for tracking and delivery and receipt confirmation to avoid cases of orders not being able to be tracked to the last mile.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

SECTION 4 – SCOPE OF WORK

- 5) Credit each individual account with the annual allocation and maintain a total declining balance.
- 6) Provide written confirmation of each order.
- 7) Provide a monthly report listing uniform items purchased and returned during the month. The items should be listed by item description, size, date of purchase or return, Coach Operator name and number. The report should also provide an ongoing listing of all unfilled items. Unfilled orders must have a notation of when the item will be shipped.
- 8) Provide reports of individual accounts when requested.
- 9) Provide a report summarizing all accounts when requested.
- 10) Provide an avenue for goods purchased in excess of the allotment to be paid at the time of order by the employee. Contractor shall not deliver goods to employee if the value of the purchase exceeds the annual allotment for that employee without receiving payment from the employee for excess.

4.14 SUBSTITUTIONS AFTER CONTRACT AWARD

- 1) Contractor must obtain Skagit Transit's written approval prior to making a substitution for any garment. The substituted product will be priced the same or less than the garment that should have been delivered. If a specific garment is no longer available from the manufacturer in the style or color approved by Skagit Transit, a permanent substitution will be necessary.
- 2) Contractor shall give at least 30 Calendar Days advance written notice to Skagit Transit about pending unavailability and shall include a recommended substitution description, color, price, and any other pertinent information along with a sample garment. Skagit Transit reserves the right to accept or reject the Contractor's recommendation. All changes will be performed in the manner set forth elsewhere in the Contract Documents.
- 3) For the life of the Contract, and at no additional cost to Skagit Transit, Contractor shall provide uniform samples to Skagit Transit upon request. Such requests shall be for Skagit Transit's tactile evaluation of a garment's style, appearance, quality, comfort, and durability in considering new uniform garments or substitutions. Skagit Transit shall return or dispose of samples in accordance to the Contractor's instructions.

4.15 PRICE ADJUSTMENTS

- 1) Prices shall be firm-fixed for the first 3-years of the Contract ("Base term"). Reasonable price adjustments for the fourth contract year will only be allowed after this time and shall be based on market prevailing market prices at the time based on economic price adjustment and/inflation. In this instance, Contractor will submit detailed documentation to Skagit Transit that satisfactorily substantiates its claim for an economic price increase. Detailed cost data shall be based on a manufacturer's or distributor's published notification of price changes, or tied to the percentage of change from the January 2025 Consumer Price Index for All Urban Consumers (CPI-U) All Cities Average, as published by the U.S. Department of Labor Bureau of Labor Statistics, to the January 2025. The same process will be used to determine pricing for contract year five.
- 2) Such requests must be submitted to the Contracts Administrator within 30 days, but not less than 14 days, prior to the effective date of the price increase. Skagit Transit reserves the right to review and potentially deny the price increase request. In such cases, we will explore a win-win alternative solutions to ensure the best outcome, which may include canceling the Contract if deemed necessary. All price reductions at the manufacturers or distributor's level shall be reflected in a reduction of the Contract Prices retroactive to the effective date of the price reductions.
- 3) Contractor shall submit any other documentation requested by Skagit Transit to determine that the Contractor's price increases are fair and reasonable. A written Amendment shall be issued by the Contracts Administrator to incorporate the new prices into the Contract and establish the effective date for

the new prices. In the event no increase is necessary, current pricing will remain firm for the duration of the Contract.

END OF SECTION 4

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #24-001
FOR
UNIFORMS AND RELATED SERVICES

EXHIBIT A

SAMPLE AGREEMENT

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**
CONTRACT NUMBER: 24-001

TITLE: UNIFORMS AND RELATED SERVICES

TERM: 12:01 a.m. PST on September 1st, 2024, through 11:59 p.m. PST on October 31st, 2025, with two successive one-year term extensions available, upon mutual acceptance of the Parties.

PARTIES:

SKAGIT TRANSIT SYSTEM (SKAGIT TRANSIT)

600 County Shop Lane, Burlington, WA 98233

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

Contacts: Greg Latham, Director of Vehicle Maintenance–glatham@skagittransit.org

Belle Tromp, Operations Manager– Btromp@skagittransit.org

Michael Makosala, Interim Procurement and Contracts Coordinator –

MMakosala@skagittransit.org

Kelly Borden, Payments & Invoicing – kborden@skagittransit.org

Jennifer Davidson, Human Resources Director- JDavidson@skagittransit.org

ABCXYZ COMPANY (CONTRACTOR)

Address, City, State, Zip

Phone: / Fax:

Contacts:

THIS CONTRACT is made and entered into this ____ day of **September 1st, 2024** by and between the SKAGIT TRANSIT SYSTEM, a Washington municipal corporation, (“Skagit Transit”), and _____, a Washington _____ (“Contractor”).

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

1. **Contract Documents:** This Contract; The entire solicitation titled RFP #18-009; Contractor’s submitted Proposal and any supplemental items, as accepted by Skagit Transit; All Addenda issued prior to and all modifications issued after execution of this Contract, constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached hereto or repeated herein.
2. **Performance:** Upon contract execution (Effective Date), the Contractor agrees to provide Uniforms and Related Services in accordance with, and as described in the Contract Documents, and shall continue in good faith and effort for a period of at least 3 years, unless sooner terminated by the provisions provided hereunder.
3. **Payment:** Contract Prices are set forth on the Contractor’s submitted Proposal Form attached herein by reference. Skagit Transit Coach Operators shall pay the Contractor directly in current U.S. funds at the time of order placement, or as otherwise agreed upon for all goods delivered and services rendered. Skagit Transit is not financially responsible to the Contractor for any goods or services provided and purchased under this Contract.
4. The Parties agree that this Contract is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The Parties also agree that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of all other provisions of this Contract.

SAMPLE / INDEPENDENT CONTRACTOR AGREEMENT

1.00 ADDITIONS OR DELETIONS

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

2.00 ASSIGNMENT

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

3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- 1) **General Requirement:** Contractor will at all times, at its sole cost and expense, comply with all applicable federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to the performance of work and services under this Contract. Should the Contractor be determined to be in violation of federal, State, or local laws or regulations, Skagit Transit reserves the right to modify its initial determination of responsibility at the time of award and take other action as determined appropriate, including but not limited to, terminating the Contract.
- 2) **Licenses, Permits and Similar Authorizations:** Contractor, at no expense to Skagit Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, and similar legal authorizations as may be required for performance under the Contract. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, Contractor shall notify Skagit Transit immediately of such condition in writing.
- 3) **Taxes:** Where applicable, Contractor will be responsible for adding sales tax to amounts due under the Contract and making tax payments to the State of Washington. All other taxes required by statute or regulation are the sole responsibility of the Contractor.

4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

- 1) In regard to contract performance, Contractor affirms that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the Contract work or services, and that it shall not employ any person or agent having such interest. In the event Contractor or its agents, employees or representatives acquire such a conflict of interest, Contractor shall immediately disclose such interest to Skagit Transit and take immediate action to eliminate the conflict or to withdraw from the Contract as Skagit Transit may require.
- 2) No current or former Skagit Transit officer, employee, agent, Board member, or family member of same shall have or acquire any personal interest in the Contractor's bid or proposal; or shall have solicited, accepted or granted a present or future gift, favor, service, or other thing of intrinsic value from or to any person involved in the solicitation, and no such gratuities shall be offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Skagit Transit or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the award or performance of this Contract. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1E).

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

- 3) **Organizational Conflicts of Interest:** An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Skagit Transit; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. Skagit Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Skagit Transit may prohibit the Contractor and any of its subcontractors from participating in such related procurements.

5.00 CONFLICT AND SEVERABILITY

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

6.00 CONTRACT MODIFICATIONS

No alterations or variation of any of the terms, conditions, prices, quantities, or Specifications of this Contract shall be effective without prior written consent of Skagit Transit. Oral changes, amendments or agreements are not permitted. Prior to becoming a contract modification, all changes must be prepared as a written Contract Amendment to be signed by the Parties. Only Skagit Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Skagit Transit.

7.00 DEBARMENT AND SUSPENSION

In order to conduct business with Skagit Transit, Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency, or from submitting a bid or proposal on any public contract, and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses listed herein. Within a three year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify Skagit Transit immediately of circumstances which made the original certification no longer valid, Skagit Transit may immediately terminate the Agreement.

8.00 DELIVERY

All work and services must be made in accordance with the Contract Documents. For any exception, Contractor shall give Skagit Transit and the Coach Operator immediate notice of its inability to meet a scheduled date and provide the reason, expected length of the delay, and a written recovery schedule where applicable. Acceptance of late service shall not waive the remaining schedule or relieve the Contractor of its obligation to make future scheduled service. Contractor shall make every effort to avoid or minimize delays to the maximum extent practicable. Any additional costs caused by these requirements shall be borne solely by Contractor.

SAMPLE / INDEPENDENT CONTRACTOR AGREEMENT

9.00 DESIGNATED EMPLOYEES

All work shall be performed by the Contractor, its employees, agents, representatives, or by authorized subcontractors. No other individuals shall perform the Contract Work without the prior written consent of Skagit Transit.

10.00 DETERMINATION OF RESPONSIBILITY

Should the Contractor be determined to be in violation of federal, State, or local laws or regulations, Skagit Transit reserves the right to modify its initial determination of responsibility at the time of Contract Award and take other action as determined appropriate, including but not limited to termination of the Contract.

11.00 DISPUTES

- 1) **Decision of the Executive Director:** Except for bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached and shall inform the Contractor of its appeal rights under Item 3 below. If the Executive Director does not issue a written decision regarding any contract controversy within 7 Calendar Days after Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Executive Director's decision shall be final and conclusive unless, within 7 Calendar Days from the date of receipt of the decision, Contractor mails or otherwise delivers a written appeal to the Skagit Transit Board of Directors. Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.
- 2) **Performance during Dispute:** Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.
- 3) **Appeals:** Contractor may appeal the Executive Director's decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Skagit Transit Board Chairperson within 7 Calendar Days of receipt of the Executive Director, or designee's, decision. The Executive Director, or designee's, decision shall be deemed received within 3 days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. A three-member committee of the Skagit Transit Board, as appointed by the Board, shall decide the appeal. Written argument must be submitted to the committee. The committee may affirm or reverse the decision of the Executive Director, or designee, or reverse the decision in part. The decision of the committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.
- 4) **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Skagit Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the Parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Skagit County, Washington.

SAMPLE / INDEPENDENT CONTRACTOR AGREEMENT

The Parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

- 5) This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

12.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

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

13.00 ENFORCEMENT COSTS

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

14.00 ENGLISH LANGUAGE

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

15.00 ERRORS AND OMISSIONS

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

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

16.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the fullest extent permitted by law, and except to the extent caused by the sole negligence or willful misconduct of Skagit Transit, its officers, officials, agents and employees, Contractor shall defend, indemnify, save and hold harmless Skagit Transit, its officers, officials, agents and employees from and against any and all claims, demands, suits, penalties, losses, expenses, judgments in law and equity, and damages of whatsoever kind or nature arising out of or resulting from the Contractor's negligence or willful misconduct in the performance of this Contract by or on behalf of the Contractor, its officers, employees, subcontractors and agents; or Contractor's failure to meet the obligations of the Contract. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Contract. Contractor's sole obligation to defend includes the payment of all reasonable attorney's fees and legal costs of Skagit Transit's defense of any claim, suit or action within the scope of this Article whether or not suit was instituted. If a lawsuit in respect to this hold harmless provision ensues, Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, officials, agents, and employees, Contractor shall pay the same. Skagit Transit will give the Contractor prompt written notice of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the Parties.

17.00 INSURANCE REQUIREMENTS

- 1) Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein from insurers licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner pursuant to RCW Title 48. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. The insurance shall protect Skagit Transit against any and all claims for damages to persons or property arising under Contract performance whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Skagit Transit harmless for any claims presented to it as a result of the Contractor's negligence.
- 2) All costs for insurance shall be incidental to and included in the Cost Proposal and no additional payment will be made by Skagit Transit. Policies shall be endorsed and will not be canceled, materially changed or altered without 30 days prior written notice submitted to the Skagit Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.
- 3) **Evidence of Insurance:** Prior to any performance beginning under this Contract, Contractor will provide Skagit Transit an ACORD Certificate of insurance and any schedule of underlying policies for Skagit Transit's approval within 10 Calendar Days of Contract Award, unless otherwise specified. If the Contract is executed, no payment will be due until all insurance certificates are furnished. Skagit Transit reserves the right to request a certified duplicate original of the policy or policies at any time.
- 4) **Primary Coverage:** Contractor's insurance afforded herein shall be primary insurance and any insurance or self-insurance maintained by Skagit Transit shall be considered excess coverage and not contributory insurance to that provided by the Contractor. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 5) **Minimum Scope and Limits of Insurance:** Coverage listed below is the minimum to be provided and not limitations of liability under the Contract, indemnification, or applicable law provisions. Skagit Transit shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and may, at its expense, purchase greater limits and broader coverage. Coverage for each policy period shall be at least as broad as the following:

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

- a) **Commercial General Liability:** One Million Dollars (\$1,000,000) each person and per occurrence for Bodily Injury and Property Damage, including Personal Injury/death; Premises and Operations; Contractual Liability; Protective Liability; Products and Completed Operations; and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This protection may be a CGL policy or any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$2,000,000.00.
- b) **Commercial Automobile Liability:** Five Hundred Thousand (\$500,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage for all owned, non-owned, and hired or rented vehicles assigned to or used in the performance of the Work or services.
- c) **Employer's Liability and Workers' Compensation:** Workers' Compensation shall be provided in the State Statutory Limits and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence. If Contractor is not eligible for Worker's Compensation Insurance it shall indemnify and hold Skagit Transit harmless for any claims presented to it solely as a result of the Contractor's negligent actions. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW.
- d) **Additional Insured Endorsement:** Skagit Transit shall be named as Additional Insured on both Commercial General Liability and Auto Liability policy, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and whether the Certificate of Insurance provided by the Contractor describes lower limits than those maintained by the Contractor. **Language such as the following will be used in the description area of the ACORD Certificate: "SKAGIT TRANSIT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT #18-009".**
- e) **Errors and Omissions Endorsement:** For all errors and omissions for which the insured is held legally liable.
- 6) **Excess Liability:** Coverage in the minimum amounts set forth above shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- 7) **Subcontractors:** Contractor shall include all subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor providing their own coverage will also name Skagit Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Skagit Transit. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 8) **Failure of Coverage:** Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of contract upon which Skagit Transit may, after giving 5 Business Days written notice to Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Skagit Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Skagit Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Skagit Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve Contractor from its insurance obligations hereunder.
- 9) **Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, and employees, Contractor shall pay the same.

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

- 10) **Rights of Subrogation:** Skagit Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. Contractor shall cooperate with Skagit Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Skagit Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of Contractor to promptly remit the sums due to Skagit Transit under the provisions of this subpart.
- 11) **Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to Skagit Transit within 1 Business Day of Contractor's receipt of such notice.

18.00 JURISDICTION LAWS AND VENUE

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

19.00 LIENS, CLAIMS AND ENCUMBRANCES

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

20.00 NON-DISCRIMINATION

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

21.00 OPTION YEARS – CONTRACT RENEWAL

At the end of the initial three-year Contract Term, and for each successive term extension provided under the Contract, the Parties may negotiate to extend the Contract for one additional year. Such negotiations shall begin no later than 60 days prior to the expiration of the current term. If Contractor chooses to not renew a Contract Term, it must give Skagit Transit at least 90 days advance written notice prior to the expiration date of the current term ending. For all Option Years exercised, prices shall be firm-fixed for the duration of the Option Year and will remain as was used for the initial Contract Term, unless an economic price adjustment is permitted in accordance to Article 24.00 hereunder.

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

22.00 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: 1) RFP Scope of Work; 2) RFP Instructions; 3) General Provisions; and 4) other contract provisions whether incorporated by reference or otherwise.

23.00 PERFORMANCE STANDARDS

- 1) As used in this Article, the word “*service*” includes all work or services performed, the workmanship, and materials and products furnished or used in performing the work or services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 2) Contractor shall provide and maintain an inspection system acceptable to Skagit Transit covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be made available to Skagit Transit during contract performance and for as long afterwards as the contract requires.
- 3) Skagit Transit reserves the right to inspect all goods and services called for by the Contract to the extent practicable at all places and times during the term of the Contract. Inspections shall be performed in a manner that will not unduly delay the Work and shall not be construed as Final Acceptance, or acceptance of goods or services, if such does not conform to the contract requirements.
- 4) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the contract requirements, Skagit Transit will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other remedial rights, Skagit Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense; or 2) refund the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods; or 3) reduce any moneys payable under the Contract to reflect the reduced value of the services performed.
- 5) Contractor shall acknowledge such notice within 24 hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the Skagit Transit Project Manager, or designee.
- 6) Within 7 Calendar Days of acknowledging said notice, Contractor must provide Skagit Transit with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. Skagit Transit may accept or reject 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 Contractor's expense.
- 7) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Skagit Transit may send a “Notice of Non-Performance” to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within 3 Business Days of receipt and shall promptly proceed to remedy the situation described therein to Skagit Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or 3 Business Days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for Skagit Transit contracts may be rejected without consideration.
- 8) This procedure to remedy defects is not intended to limit or preclude any other remedies available to Skagit Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Skagit Transit of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.

SAMPLE / INDEPENDENT CONTRACTOR AGREEMENT

- 9) **Third Party Claims:** In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

24.00 PRICE ADJUSTMENTS

- 1) As a cost of running business, certain circumstances may require an economic price adjustment to the original prices submitted on Contractor's Proposal Form, Exhibit B, providing such adjustments do not deviate from the original contract pricing scheme/methodology, and the increase is caused by a direct result of factors outside of the Contractor's control such as: the cost of raw materials, the cost charged by the supplier/manufacturer, a change in supplier location or implementation of new laws, regulations, insurance adjustments, etc..
- 2) Price adjustment requests must be filed in writing with Contracts Administrator after the initial three-year Contract Term has ended and, if possible, a minimum of 30 Calendar Days before the effective date of the proposed increase. The written request shall clearly identify the items impacted by the increase and include documentation sufficient to establish that the increase is consistent with current market conditions and that Contractor could not get a better price from another manufacturer or supplier. To help substantiate and document the Contractor's request, reference may be made to a manufacturer's or distributor's published notification of price changes, or the U.S. Department of Labor's published Consumer Price Index For All Urban Workers (CPI-U).
- 3) Contractor must further submit with their request detailed cost data showing profit, and any other documentation that Skagit Transit deems necessary to determine through a price or cost analysis that the increase is fair and reasonable. Contractor must establish that their cost increases are five 5% or higher. When the cost increase is less than 5% requests will be denied.
- 4) Approved prices shall remain firm-fixed for the duration of the Contract after the effective date of the adjustment made by written Amendment to the Contract. Only one economic price increase adjustment will be allowed during Option Years. All other payment terms will remain in effect under the original Contract. Skagit Transit reserves the right to deny the Contractor's price increase request or terminate the Contract.

25.00 RECORD OWNERSHIP, RETENTION, AUDIT AND INSPECTION

All records, reports, documents, or other materials produced, obtained or prepared by the Contractor in connection with the Contract work shall become the property of Skagit Transit and shall, upon request, be provided to Skagit Transit free of charge, or upon termination or expiration of the Contract, whichever is sooner. Contractor shall maintain all records relative to the Contract for a period of at least 3 years from the termination or expiration of the Contract. Contractor shall preserve the confidentiality of all Skagit Transit documents and data accessed for use in Contractor's work product. Skagit Transit and the Comptroller General of the United States, U.S. Department of Transportation, and State of Washington, or the representatives thereof shall, for the purpose of audit and examination, be permitted to inspect all books, records, documents, and other data of the Contractor related to price or Contract performance in order to evaluate the accuracy, completeness and currency of the cost of pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of pricing data submitted, along with the computations and projections used.

26.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

The Parties agree that an independent contractor relationship will be created by this Contract whereby, in the performance of this Contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Skagit Transit under Chapter 41.06 RCW or Title 51 RCW. Contractor shall indemnify and hold harmless Skagit Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor.

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

27.00 REPRESENTATIVES

- 1) **Skagit Transit:** The Contracts Administrator is the Procurement individual designated for contract compliance, resolving contractual issues, and supporting the Project Manager. The Project Manager is the Contractor's primary Point of Contact (POC) and the Agency's designated representative in charge of work and performance compliance. Both individuals are identified on the front page of the Contract.
- 2) **Contractor:** At the time of Contract Award, Contractor shall appoint a primary POC for Skagit Transit and a secondary contact liaison agent through whom Skagit Transit will communicate. The POC shall respond to all written communications from Skagit Transit representatives within 7 Calendar Days from receipt.
- 3) Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

28.00 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract shall be in writing, effective when delivered, or if mailed, effective on the third day after mailed certified, return receipt, and postage prepaid to the address for the other party stated on Page 1 of this Contract, or to such other address as either party may hereafter designate in writing. Contractor shall give Skagit Transit immediate notice of any suit or action filed or prompt notice of any claim made against Skagit Transit arising out of the performance of this Contract. Contractor shall provide Skagit Transit copies of all pertinent papers received by the Contractor.

29.00 SUGGESTIONS TO CONTRACTOR

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

30.00 SUPERVISION AND COORDINATION

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

31.00 SUSPENSION OF CONTRACT

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

32.00 TERMINATION

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

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

Contractor will only be paid the Contract Price for supplies delivered and accepted, or services satisfactorily performed in accordance with the manner set forth in the Contract, less any damages to Skagit Transit caused by such default up to the date of termination as specified in the Notice. This liability includes any increased costs incurred by Skagit Transit in completing the Work or performing the service. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same and dispose of it in the manner Skagit Transit directs. If it is later determined by Skagit Transit that the Contractor had an excusable reason for not performing due to events which were not the fault of, or are beyond the control of, the Contractor, Skagit Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work under the Contract or treat the termination as a Termination for Convenience.

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

END OF EXHIBIT A

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #24-001
FOR
UNIFORMS AND RELATED SERVICES
EXHIBITS B – D
PROPOSAL SUBMITTAL

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES**PROPOSAL FORM****INSTRUCTIONS**

This Proposal Form, Exhibit B, shall be fully completed and signed by an officer of the company authorized to submit the proposal. Answer each part directly on this form in the spaces provided. Mark spaces that do not apply with the initials "N/A" (Not Applicable). Do not leave an item blank or your proposal may be considered non-responsive.

Clearly mark all attachments with the title phrase "Uniforms and Related Services RFP #18-009", and state the part and sub-part number to which your answer refers. Include your name and company name on each sheet of paper used.

NOTE: ONLY HARDCOPY PRINTED FORMS WITH AN ORIGINAL SIGNATURE WILL BE ACCEPTED. Completed forms via e-mail or fax submission will **NOT** be accepted as a valid proposal.

PART 1 BUSINESS 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: _____

DBE, M/WBE or SBE Certification Number(s): _____

WA State Contractor Registration Number: _____

WA State UBI #/State Excise Tax Registration Number: _____

WA State Employment Security Department: _____

PART 2 RECEIPT OF ADDENDA

We acknowledge that Addenda numbers _____ through _____ have been received by us and have been taken into account as part of our Proposal. (If no Addenda were issued, please mark each space with a "0").

PART 3 INSURANCE COMPANY

Firm Name: _____

Name of Insurance Agent: _____

Mailing Address, including Zip Code: _____

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

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES
PROPOSAL FORM

PART 4 PROFESSIONAL REFERENCES

Provide 3 references below for work completed on contracts relative to the RFP requirements and similar in scope, size, and nature. You may attach a letter of recommendation from each contact but it is not required. An e-mail address is required.

4.1 Company: _____

Contact Name: _____ E-mail: _____

Address: _____

Phone: _____ Fax: _____ Dollar Value of Contract: \$ _____

Summary of Work:

Reason for Disengagement of Services: _____

4.2 Company: _____

Contact Name: _____ E-mail: _____

Address: _____

Phone: _____ Fax: _____ Dollar Value of Contract: \$ _____

Summary of Work:

Reason for Disengagement of Services: _____

4.3 Company: _____

Contact Name: _____ E-mail: _____

Address: _____

Phone: _____ Fax: _____ Dollar Value of Contract: \$ _____

Summary of Work:

Reason for Disengagement of Services: _____

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES**PROPOSAL FORM****PART 5 SERVICE PROPOSAL**

This section is intended to have Proposers attach written narratives to each Part listed below that clearly demonstrates their understanding of all the requirements and their capacity and ability to fulfill those requirements.

5.1 Company Qualifications, Experience and Stability

- 1) Describe your company and services offered. Include its current size, structure, State and date of incorporation, if applicable, how many years in business under its current name, or any previous or additional assumed business names.
- 2) List the physical location of the corporate office, and the regional or local servicing location(s) closest to Burlington, WA that Coach Operators would be purchasing goods and services from. Include your normal business hours and list holidays not normally worked.
- 3) If your company does not manufacture its own uniform garments, how many suppliers do you use regularly?
- 4) List the names, titles, and experience of key personnel that would be assigned to this Contract, including their length of service with your company.
- 5) If the primary contact person authorized to contractually bind the organization to a legal agreement is someone other than the person completing this Proposal, please provide the person's name, title, e-mail address and phone number; otherwise, mark this part as "Self".
- 6) **Financial Responsibility**. Supply one of the following types of financial information or acceptable substitutes to establish financial liability:
 - a) Latest Audited Financial Statements (preferred)
 - b) Latest tax return
 - c) Latest Quarterly Report
 - d) Dunn & Bradstreet Ratings, or Standard & Poors Ratings
- 7) Skagit Transit may require further financial information at a later date. Are you willing to share the same information with us on an annual or per term basis to allow us to verify your fiscal stability?
- 8) Provide the status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer. If there are no litigations to report, please state that fact.
- 9) Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

5.2 Quality Assurance/Quality Control

- 1) Describe your business philosophy, mission statement, and service guarantee(s).
- 2) Describe in detail your quality control and quality assurance processes. Explain how you will deliver uniform items and services to the Coach Operators and will:
 - a) Ensure orders are filled correctly and how errors are resolved if incorrect items are sent.
 - b) Mitigate aging, unfilled or partially filled orders.
 - c) Alert customers if one of the suppliers experiences changes in the uniform items, which in turn causes problems with item sizing or quality, and how these problems are remedied.
 - d) Remedy problems related to unsatisfactory durability or workmanship in uniform items and embroidery services.

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES**PROPOSAL FORM**

- 3) Explain your procedure for dealing with customer complaints and a timeline of the resolution.
- 4) How would Skagit Transit and its Coach Operators communicate concerns and problems with your company?

5.3 Proposed Work Plan

- 1) Describe your approach for organizing and managing the Scope of Work requirements.
- 2) What is your definition of “unusual sizes” or “specially sized garments”? Do you provide a complete list of charges per size breakdown on your customer order form for all Coach Operators to review? Attach a sample order form.
- 3) What is the normal turnaround time for embroidery and alterations? Will your company perform the embroidery and alteration services directly or utilize sub-contractors? If sub-contracted, with whom?
- 4) Provide a detailed description of procedures used to maintain and provide continually current account information for individual Coach Operator purchases. Include how the procedures will accomplish the items listed in the Scope of Work, Section 4.13.
- 5) What information and participation will you require from Skagit Transit that has not already been addressed in this RFP?
- 6) What effects, if any, will the contract work have on existing workloads and how it will be integrated to ensure timely completion of our requirements?
- 7) Why did your company bid on this Contract?

PART 6 PRICE PROPOSAL

Provide firm-fixed prices for the initial Contract Term to include the cost for embroidery on those items specifically identified in the Scope of Work, Section 4.06. Do not include tax in any of your prices. The prices offered below shall represent the actual amount to be billed to each Coach Operator. If unusual sizes cannot be fully captured in the spaces below, attach a complete price breakdown by size.

6.1 UNIFORM PRICES

PANTS									
Men's Sizes	28-42	44	46	48	50	52	54	56	58
Industrial Work Pant	\$	\$	\$	\$	\$	\$	\$	\$	\$
Elastic Side Pant	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pleated Work Pant	\$	\$	\$	\$	\$	\$	\$	\$	\$
Women's Sizes	0-20	22	24	26	28	30	32	34	36
Industrial Work Pant	\$	\$	\$	\$	\$	\$	\$	\$	\$
Elastic Side Pant	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pleated Work Pant	\$	\$	\$	\$	\$	\$	\$	\$	\$

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

PROPOSAL FORM

SHORTS									
Men's Sizes	28-42	44	46	48	50	52	54	56	58
Industrial Short	\$	\$	\$	\$	\$	\$	\$	\$	\$
Women's Sizes	0-20	22	24	26	28	30	32	34	36
Industrial Short	\$	\$	\$	\$	\$	\$	\$	\$	\$
SHIRTS - OXFORD									
Men's Sizes	S-XL	2XL	3XL	4XL	5XL	6XL			
Short Sleeve (SS)	\$	\$	\$	\$	\$	\$			
Long Sleeve (LS)	\$	\$	\$	\$	\$	\$			
Women's Sizes	XS	S-XL	2XL	3XL	4XL	5XL	6XL		
Short Sleeve (SS)	\$	\$	\$	\$	\$	\$	\$		
Long Sleeve (LS)	\$	\$	\$	\$	\$	\$	\$		
3/4 Sleeve	\$	\$	\$	\$	\$	\$	\$		
SHIRTS - POLO									
Unisex Sizes	XS	S-XL	2XL	3XL	4XL	5XL	6XL		
SS Pique Polo	\$	\$	\$	\$	\$	\$	\$		
SS Silk Touch Polo	\$	\$	\$	\$	\$	\$	\$		
SWEATERS									
Women's Only	XS	S-XL	2XL	3XL	4XL	5XL	6XL		
Cardigan Style	\$	\$	\$	\$	\$	\$	\$		
VESTS									
Unisex Sizes	XS	S-XL	2XL	3XL	4XL	5XL	6XL		
Full Zip 100% polyester with fleece	\$	\$	\$	\$	\$	\$	\$		
JACKETS									
Unisex Sizes	XS	S-XL	2XL	3XL	4XL	5XL	6XL		
Windbreaker – with Velcro closure on sleeve	\$	\$	\$	\$	\$	\$	\$		
3-in-1 System Parka	\$	\$	\$	\$	\$	\$	\$		
HEADWEAR									
Unisex Sizes	S-M	L-XL							
Knit Hat – 100% acrylic	\$	\$							
Baseball Cap – adjustable self-fabric closure	\$	\$							

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES**PROPOSAL FORM****6.2 FITTINGS**

Attach a complete list of charges per size breakdown; indicate any surcharges.

6.3 ALTERATIONS

DESCRIPTION	Regular Sizes UNIT PRICE	Unusual Sizes UNIT PRICE
Sleeves/Cuffs	\$	\$
Waist Adjustments	\$	\$
Seat Alteration	\$	\$
Inseam Adjustments	\$	\$
Shirt Length Adjustments	\$	\$
Taper Pant Legs	\$	\$
Hemming Pants	\$	\$
Other:	\$	\$
Other:	\$	\$
Other:	\$	\$
Other:	\$	\$

END OF EXHIBIT B

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES
AFFIDAVIT CONCERNING NON-COLLUSION, CONFLICTS OF INTEREST,
ANTI-KICKBACKS, SEGREGATED FACILITIES, DEBARMENT AND SUSPENSION

I/WE CERTIFY:

That to the best of my/our knowledge and belief, the solicitation documents in their entirety and any Addenda issued thereto have been examined, read, and that the Proposer thoroughly understands:

- ✓ The procedures and instructions of this solicitation;
- ✓ The terms and conditions of the resulting Contract;
- ✓ The work embraced under the Contract;
- ✓ The Criteria upon which our Proposal will be evaluated;
- ✓ That information contained in this Proposal is accurate and complete;
- ✓ The offer may be kept open for a period of 60 days from the Proposal Due Date;
- ✓ That I/we have the legal authority to commit this company to a contractual agreement;
- ✓ That our submitted Proposal will become part of the public record.
- ✓ That final funding for any contract is based upon budget amounts approved by the Skagit Transit Board of Directors.

We, the undersigned, propose to provide Skagit Transit with Uniforms and Related Services for the amount of consideration stated in Exhibit B in accordance with the Scope of Work and other contract requirements.

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

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

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

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

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

If the Proposer is unable to certify to any of the statements in this Affidavit, Proposer shall attach an explanation to this Affidavit.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THE PROPOSER 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. SECTIONS 3801, ET SEQ. ARE APPLICABLE THERETO.

Authorized Signature

Date

Printed Name & Title

Company Name

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public in and for the State of _____,

residing in _____

*****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR PROPOSAL*****

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES**BIDDERS LIST – DBE and SBE****Federal Transit Administration (FTA)**

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

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

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

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

☐ Yes

☐ No

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

☐ Yes

☐ No

How long has your firm been in business? _____

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

☐ Less than \$500,000

☐ \$3,000,001 - \$3,500,000

☐ \$500,000 - \$1,000,000

☐ \$3,500,001 - \$4,000,000

☐ \$1,000,001 - \$1,500,000

☐ \$4,000,001 - \$4,500,000

☐ \$1,500,001 - \$2,000,000

☐ \$4,500,001 - \$5,000,000

☐ \$2,000,001 - \$2,500,000

☐ \$5,000,001 - \$5,500,000

☐ \$2,500,001 - \$3,000,000

☐ Greater than \$5,500,000

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

CERTIFICATIONS AND REPRESENTATIONS

(GRANT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

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

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #24-001
FOR
UNIFORMS AND RELATED SERVICES
EXHIBITS E – G
OPTIONAL FORMS & SAMPLES

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES
REQUEST FOR CLARIFICATIONS / APPROVED ALTERNATES FORM

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

FAX TO: 360-757-8019

ATTN: Elisa Rizzo, Procurement and Contracts Coordinator

Company Name: _____ Requestor: _____

Fax: _____ Phone: _____ E-mail: _____

Document Reference: State the Section #, Part, Subpart, Page, etc. to which you are referring.

Proposer's Question or Request for Clarification: *(Attach additional sheets if necessary)*

Submitted By: _____
Signature Date


.....
Skagit Transit Response:

Written response to questions attached/faxed to _____ on

Proposer's Request → Approved: _____ Denied: _____ Question answered: _____

Skagit Transit Comments:

****Optional Use Form****

	600 County Shop Lane Burlington, WA 98233 Fax: 360-757-8019	RFP #24-001 UNIFORMS AND RELATED SERVICES
If your firm elects to not submit a response to this solicitation, please complete this form and return to: Rhonda Wahlgren, Contracts Administrator.		

NO PROPOSAL NOTICE

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

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

ADDITIONAL REASONS / COMMENTS:

I/We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title		Date
Do not write in this space		Firm Name	
		Address	
		City	
		State	Zip Code
		Telephone Number	

****Optional Use Form**

SKAGIT TRANSIT RFP #24-001 – UNIFORMS AND RELATED SERVICES

LOGO SAMPLES FOR EMBROIDERY

ACTUAL SIZE AND STYLE MAY VARY SLIGHTLY



END OF EXHIBIT G

CERTIFICATIONS AND REPRESENTATIONS

(GRANT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

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