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INVITATION FOR BIDS
COACH WIRELESS ROUTERS
IFB #19-012

Issued: June 10, 2019

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Skagit Transit website www.skagittransit.org
Skagit Station, Mount Vernon, WA
Skagit Transit MOA, Burlington, WA
Washington State Office of Minority & Women's Business Enterprises (OMWBE)

**SKAGIT TRANSIT
IFB #19-012 – COACH WIRELESS ROUTERS**

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INVITATION FOR BIDS (IFB) #19-012
COACH WIRELESS ROUTERS

Release Date: June 10, 2019

NOTICE IS HEREBY GIVEN that sealed bids for the provision of Coach Wireless Routers will be physically received by Skagit Transit until **Exactly 10:00 a.m. PDT July 11, 2019**, at Skagit Transit's Administrative office located at 600 County Shop Lane, Burlington, WA, which shall also be the date and time for the opening of bids for the **Coach Wireless Routers No. 19-012**. Oral, telephonic, telegraphic or faxed bids will not be accepted. Bids must be submitted on the forms provided in the IFB by the deadlines specified. All submittals become the property of Skagit Transit and are subject to public disclosure.

Quantities and dollar amounts mentioned are estimates only and impose no obligation on Skagit Transit, either minimum or maximum, to purchase all goods contained in the IFB or that Bidder is guaranteed sales in such amounts.

Bid Documents will be available at www.skagittransit.org under "About Us" in the "Procurement" section. Questions and requests for clarification or approved alternates must be submitted before **1:00 p.m. PDT June 26, 2019**. Official responses will be as written Addenda sent to all registered bidders.

Equal Opportunity: It is Skagit Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from federally assisted programs and activities and in the award and administration of all contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit bids.

END OF BID NOTICE

SKAGIT TRANSIT
INVITATION FOR BIDS #19-012
COACH WIRELESS ROUTERS
SECTION 2
INSTRUCTIONS TO BIDDERS

- 2.1 Definitions:** The abbreviation “IFB” means Invitation For Bids; the term “Bidder” means a person, firm or corporation that has made an offer in response to the IFB; “Bid Documents” means the IFB in its entirety; the “Successful Bidder” is the lowest responsive and responsible Bidder to whom award of the Contract is made; and the “Bidder” is the successful Bidder who was awarded the Contract and has subsequently entered into a contract with Skagit Transit
- 2.2 Bidder Acknowledgments:** Bidder agrees that signing and submitting a bid in response to this solicitation shall be conclusive evidence to Skagit Transit that the Bidder agrees to be bound by all legal requirements and contract terms and conditions contained in this solicitation, and that Bidder has thoroughly examined and fully understands all requirements of the ENTIRE solicitation package, including any Addenda issued and the work required to complete the Contract, and has made allowances for such in preparing figures to provide the required services. The failure or neglect of a Bidder to receive or examine any solicitation document or any part thereof shall in no way relieve the Bidder from its obligations with respect to its bid or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof.
- 2.3 Subcontracting:** Bidders must be equipped and staffed to perform the services herein or have agreements with qualified subbidders to perform the Work at the same standards agreed upon with Skagit Transit. The successful Bidder will be responsible and liable for all subcontracted work.
- 2.4 Small and Disadvantaged Businesses:** Skagit Transit takes reasonable steps to facilitate fair competition by incorporating small business concerns into its federal procurement practices. Skagit Transit seeks bids from qualified small businesses and DBEs and encourages prime bidders to provide subcontracting opportunities of a size and nature that small businesses can reasonably compete and perform effectively.
- 2.5 Calendar of Events:** Following is the procurement schedule from issuance of the IFB through contract performance beginning. Skagit Transit will notify Bidders of any schedule changes by Addendum. All times are stated in Pacific local time.

Invitation for Bids Published	June 10, 2019
Questions/Requests for Clarification due by	June 26, 2019 at 1:00 PM
Bid Due Date and Bid Opening	July 11, 2019 at 10:00 AM
Intent to Award Notice by	July 12, 2019
Bid Protest Deadline	July 25, 2019 at 2:00 PM
Board of Directors Award of Contract	August 21, 2019
Final Award Notice to Bidders	August 22 , 2019
Contract Documents Returned by	August 29, 2019
Contract Term Begins	September 1, 2019 at 12:01 a.m.

2.6 Questions and Communications:

- 1) All communications regarding this solicitation or offers must only be made with Skagit Transit’s Procurement and Contracts Coordinator identified as the “Point of Contact” (POC) on the cover page of this solicitation. Bidders who risk seeking to obtain information, clarification, or interpretations from any other agent or representative of Skagit Transit are advised that such actions are prohibited and may be cause for disqualification.

- 2) To be given consideration, any and all requests for information, clarifications, material or product substitutions, or exceptions to any requirement or any bid aspect concerning this solicitation must be explicitly, fully, and separately submitted in writing using only the form provided as **Section 10, “Request For Clarifications/Approved Alternates”** and received by the POC before the date and time specified above in Section 2.5.
- 3) This process will be the only opportunity for prospective Bidders to ask questions prior to bid submittal. Skagit Transit **WILL NOT** provide binding verbal interpretations, explanations, or instructions as to the meaning or interpretation of any the solicitation documents.
- 4) A request to change any requirement must be fully supported with technical data, test results, or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the Specifications without a substantial increase in cost or time requirements. Bidders are cautioned to limit exceptions, conditions, and limitations to the provisions of this solicitation as such may be determined so fundamental to be cause for rejection of the Bid for failure to meet the requirements.

2.7 **Addenda:**

- 1) Skagit Transit’s official response to inquiries is made by a written Addendum which is automatically sent by the Contracts Administrator to all potential Bidders registered as “Planholders” of the Bid Documents. No Addenda will be issued for any request or inquiry submitted after the deadline for receiving questions or bids unless Skagit Transit, at its sole discretion, deems additional information is necessary for bid submittal, or if the lack of information would be prejudicial to other prospective Bidders.
- 2) Bidders **MUST** indicate that they have received all issued Addenda on their Bid Form. Failure to acknowledge receipt of Addenda issued may invalidate a bid as non-responsive. Bidders shall ensure that they have received all Addenda by contacting the Contracts Administrator listed on the cover page of this solicitation, or checking the appropriate website where the Bid Documents are posted. Skagit Transit is not liable for Bidder’s failure to obtain Addenda issued.

2.8 Non-Submittal: If you determine not to submit a bid, please complete and return **Section 11, No Bid Notice** form. Please state the reason why a bid could not be submitted at this time.

2.9 **Specifications:**

- 1) All specifications in this solicitation are designed to enable a Bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall bid equipment, supplies and/or services, which they believe, comply with these specifications.
- 2) If a Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the equipment, supplies and/or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid. Any Bidder believing a specification is unnecessarily restrictive must indicate as such on the form provided as **Section 10, “Request For Clarifications/Approved Alternates”** and be received by the POC before the deadline specified in Section 2.5.

2.10 Brand Names:

- 1) The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which bids are submitted. Alternates may be submitted prior to the Bid Due Date by requesting Skagit Transit's approval on the form provided as **Section 10, "Request For Clarifications/Approved Alternates"** and be received by the POC before the deadline specified in Section 2.5.
- 2) Skagit Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Skagit Transit reserves the right to reject any and all substitutions.

2.11 Bid Preparation:

- 1) Bids must be legible, written in ink or typed on only the forms provided in the Bid Documents, and contain no erasures or crossed out items. Bids received on alternate forms will be immediately rejected as non-responsive. Unless otherwise specified (i.e. optional use forms), failure to provide any of the following documents will deem your bid non-responsive and therefore invalid.
 - a) Section 5 – Bid Form
 - b) Section 6 – Bidders Affidavit
 - c) Section 9 – DBE/SBE Bidders List
 - d) Manufacturer's information or brochure for product required.
 - e) Warranty Information
- 2) Written warranty stating the scope and duration of the warranty period. Beginning with the first page of the Bid Form, the bid packet must be single-stapled in the upper left corner and free of any extraneous covers or binding. Each bid must be signed in longhand by the Bidder, or Bidder's authorized representative, notarized where indicated, and sealed in an envelope marked on the outside with the name of the Bidder, address, and state prominently "COACH WIRELESS ROUTERS IFB #19-012". All submissions become the property of Skagit Transit.

2.12 Bid Prices:

- 1) Except as may be provided for herein elsewhere, the Total Bid Price shall include everything necessary for the prosecution and completion of the Work. All prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall be in legible figures written in ink or typed.
- 2) Freight shall be **FOB Destination, Prepaid and Allowed** and included in the Bid Price. No surcharges or other extraneous charges will be allowed unless specified herein or prior written approval has been granted by Skagit Transit.
- 3) Washington State Sales Tax shall be shown as a separate line item on the Bid Form and not be included in the unit prices. Skagit Transit shall pay Washington State Sales Tax or Use Tax, as applicable, to the Contract Price upon payment of invoices. Skagit Transit is exempt from Federal Excise Tax.

2.13 Bid Effectiveness: All bids shall be a firm bid effective for a minimum period of 60 Calendar Days after the Bid Opening date. Skagit Transit reserves the right to request extensions for bid effectiveness.

- 2.14 Collusion:** By signing a bid, the Bidder certifies that its bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. If Skagit Transit determines that collusion has occurred among bidders, none of the bids of the participants in such collusion will be considered. Skagit Transit's determination shall be final.
- 2.15 Bid Submittal:** Submit the complete bid packet before the Bid Due Date stated in Section 2.5 above. Bids will be physically received from 9:30 – 10:00 a.m. in the MOA Conference Room at 600 County Shop Lane, Burlington, WA. Any bid submitted at 10:00 a.m. *Exactly* or thereafter, according to the atomic clock in the Conference Room, will be rejected as non-responsive and returned unopened to the Bidder. The Bidder accepts all risks of late delivery of mailed or couriered bids regardless of fault. Faxed, telegraphic or electronic bids will not be accepted.
- 2.16 Modifications:** No bid may be altered *after* the deadline specified for submitting bids. Submitted bids may only be changed if a written request is received by Skagit Transit *before* the specified submittal deadline. The request must be signed by an individual authorized to submit bids on behalf of the company and be accompanied by the modification presented in the same form and manner as the original bid. Nothing in this section shall be construed to permit the Bidder to alter its bid after it has been submitted pursuant to the terms of this solicitation.
- 2.17 Withdrawal:** Except for claims of error granted by Skagit Transit, no bid may be withdrawn *after* the deadline specified for submitting bids, unless award is delayed by Skagit Transit for a period exceeding 60 days from the submittal deadline. Any bid not so timely withdrawn prior to specified submittal deadline 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 bids have been approved by Skagit Transit, whichever occurs first.
- 2.18 Extension or Cancellation:** Skagit Transit reserves the right to cancel this solicitation or extend the deadline for submitting bids and opening bids by written Addendum at any time *prior to* the deadline specified for submitting and opening bids. If a Bidder pursues a protest or a request for reconsideration, its bid is deemed extended until Skagit Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.
- 2.19 Bid Opening:** Immediately after the specified closing time for bids to be received, only the name of the bidder and amount of their bid will be read aloud and recorded. The apparent low bidder will be announced after all bids have been opened. The reading does not determine award of the contract, responsibility of the Bidder, or responsiveness of the Bid. The record of bids opened (Bid Opening Summary) will be made available for viewing by those Bidders present and posted to the website specified for posting Bid Documents. This document is not an award notice or a list of final bid results. Bidder attendance at bid openings is not required.
- 2.20 Bid Evaluation:** Bids will be evaluated on the lowest responsive and responsible Bidder. Full reviews for accuracy, content and bidder responsibility will be conducted therefore, the apparent low bidder at the time of Bid Opening may not necessarily be recommended for award if they are determined to be non-responsive or their bid is disqualified as non-responsive. Skagit Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a bid.
- 2.21 Responsiveness:** Skagit Transit will consider all the material submitted by Bidders to determine whether bids are in compliance with the provisions of this solicitation. A determination of responsiveness will then be made. Skagit Transit reserves the right to reject non-responsive bids.
- 2.22 Errors and Administrative Corrections:** Skagit Transit will not be responsible for errors in bids and reserves the right to make mathematical corrections that are due to minor administrative errors or irregularities such as typing errors, number transposition and incorrect calculations. Skagit Transit may waive these irregularities as immaterial. In the case of error in the extension of prices, the unit price shall govern.

- 2.23 Rejection and Consideration of Bids:** Skagit Transit reserves the sole discretionary right to: Accept or reject any or all bids, portions or parts thereof; Waive minor bid errors, informalities, or immaterial irregularities when it is in Skagit Transit's best interest and does not result in displacement of a low bidder; Republish the call for bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of Skagit Transit. Bidder, in consideration for Skagit Transit's review and evaluation of its bid, waives and releases any claims against Skagit Transit arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation of bids submitted in response to this solicitation.
- 2.24 Tied Bids:** If two or more lowest responsive bids are exactly equal, then a tie-breaker will be determined with a draw. Only those Bidders who submitted a bid total that is exactly equal to the lowest responsive bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of Skagit Transit shall draw one slip from the box and announce the name of the successful Bidder.
- 2.25 Single Bid:** If Skagit Transit receives a single responsive and responsible bid, it may request an extension of the bid acceptance period up to an additional 60 days, or consider accepting the bid by performing a price or cost analysis, as applicable, on the single bid to determine if a fair and reasonable price was offered. Bidder shall promptly provide all cost or pricing data, supporting documentation and explanations requested by Skagit Transit to assist in such analysis. 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.
- 2.26 Bid Results:** As soon as practical after Bid Opening, a list of final bid results from all responsive bidders will be compiled and sent to all posted for public viewing on the website specified for posting Bid Documents. The Bid Tabulation is not an award notice.
- 2.27 Responsibility:** In order to determine whether a Bidder or Proposer is capable of successfully completing contracts of this type, magnitude, and within the time stated in the solicitation documents, factors considered may include, but not limited to: past performance with Skagit Transit or other customers, references, bidder qualifications, sufficient capital, facilities, personnel and plant, bonding capacity, credit ratings, safety record, payment of taxes, outstanding claims against retainage, bonds, lawsuits, debarment, suspension, or exclusion from participating in federal or state procurements, etc.. Failure to respond to any requests for information by Skagit Transit either with the submitted response or shortly thereafter may result in a bid or proposal being rejected as non-responsive.
- 2.28 Award:** The single lowest responsive and responsible bidder will be recommended for Contract Award. All bidders will receive a Notice of Intent to Award which shall also be posted to the website specified for posting the Bid Documents. Skagit Transit reserves the right to make award within 60 Calendar Days from the Bid Due Date. Should award, in whole or part, be delayed beyond the 60-day period, such award shall be conditioned upon Bidder's acceptance. Skagit Transit will have no obligations to the successful Bidder until after contract execution and an order is placed, or a purchase is made, or a Notice To Proceed is given.
- 2.29 Award Documents:** After the award recommendation is approved by the Skagit Transit Board of Directors, a final award notice will be sent to all responsive Bidders and posted to the website specified for posting Bid Documents. The successful Bidder will receive an award package and must immediately sign and return all requested documents to the Contracts Administrator within 10 Calendar Days, unless indicated otherwise. Bidders should already have preparations in place to notify their insurance broker and surety to immediately obtain the required documents.
- 2.30 Failure to Execute a Contract:** Should the successful Bidder fail to execute the Contract within the requested time, Skagit Transit reserves the right to terminate award and attempt to negotiate a satisfactory contractual agreement with the next lowest responsive and responsible Bidder. The Bidder failing to execute the Contract may be removed from Skagit Transit's bid list for any future contracting opportunities.

2.31 Bids as Public Record: Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Skagit Transit will regard bids as public records which will be available for public inspection or copying regardless of any markings or notices contained in the Bid. Information will not be released by Skagit Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All bids will remain confidential until a contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire bid as “confidential” or “proprietary”. Marking the entire bid as such will not be honored and the bid may be rejected as non-responsive. Skagit Transit shall make bid submittals available to the public after contract award except, to the extent consistent with RCW 42.56 those portions marked “Confidential” according to the above requirement. If a member of the public or another competitor demands to review portions of a bid marked “Confidential”, Skagit Transit will notify the affected Bidder of the request and the date that such records will be released, unless the Bidder obtains a court order enjoining that disclosure. The Bidder is responsible to protect the confidentiality of any information submitted in its Bid and shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within 5 Calendar Days after receipt of the notice, Skagit Transit will make the requested portions available for review and copying by the Requestor. The Bidder will assume all liability and responsibility for any information declared confidential and shall defend and hold Skagit Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Skagit Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the bid. By submitting a bid, the Bidder has thereby agreed to the provision of this Section.

2.32 Bid Protests:

- 1) **Right to Protest:** Any actual or prospective bidder, proposer, or bidder who is aggrieved in connection with the solicitation or award of a contract due to a matter of law or procedural flaw may file a 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 the aggrieved person knew 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.

- 2) **Appeals:** A Protester may appeal the Executive Director, or designee's, decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within 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.
- 3) **Validity of a Protest:** Bidders and 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.
- 4) **Procurement Action:** Meaning specific procurement steps, such as setting the calendar of events, producing the solicitation document, advertising the proposal in a legal paper of record, maintaining a vendor bid list or Planholders' list, responding to all 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.
- 5) **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.

2.33 Contract Claims:

- 1) All claims by a bidder 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 Bidder. The reasons for the decision reached shall be stated and shall inform the Bidder of its appeal rights under Section 2.32(2) 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 Bidder 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) 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 agree 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 2

SKAGIT TRANSIT
INVITATION FOR BIDS #19-012
COACH WIRELESS ROUTERS
SECTION 3
SCOPE OF WORK

3.1 SUMMARY

Skagit Transit, the public transportation provider in Skagit County, intends to award a, firm-fixed price contract to one Vendor for the provision of sixty (60) Coach Wireless Routers. The part numbers provided are Sierra Wireless and we require equal or better as approved by Skagit Transit. Skagit Transit anticipates purchasing the following quantities:

Quantity	Part No.	Description
60/EA	6001121	6.1 Antenna, 6 in 1 dome, contains six isolated high performance antenna elements in a single housing for optimal coverage; two ultra-wideband elements spanning 698-2700MHz support MiMo/diversity at LTE frequencies; a high performance GNSS antenna with an integrated 26dB gain LNA, and three dualband 2.4/5GHz WiFi elements that provide 3x3 MiMo WiFi
60/EA	6001143	3.1 WiFi Antenna, with three omni-directional dual band Wi-Fi elements in a single housing the 3 in 1 Wi-Fi is built for internal use, and is tested and certified to operate with AirLink routers and gateways with Wi-Fi capability, requiring 3x3 MiMo connectivity. Each element is isolated from the others with a separate feed and covers both the 2.4GHz and 5.0GHz bands. The 3 in 1 Wi-Fi is easy to install and is supplied with 4m low loss cables.
60/EA	6001024	Mounting Bracket for the MG90, high performance multi-network vehicle router.
60/EA	1103981	Single Radio MG90 LTE A - Pro is a high performance LTE - Advanced vehicle multi-networking platform, purpose built to provide secure, always-on connectivity for mission critical applications in public safety, transit and field services. Extensible multi-network connectivity, the MG 90 offers dual LTE - Advanced with Band 14 option, Dual Concurrent Gigabit WiFi and Gigabit Ethernet, with extensions to Land Mobile Radio (LMR) and satellite systems. Wireless Router, WWAN, 5-port switch, GigE, Digital input/output, analog input, Bluetooth.
1 YR	9010184	Support including cloud AMM - Combining responsive customer support with cloud-based network management tools, extended hardware support and on-going enterprise network support. Includes but is not limited to the following: 1 year support, replacement, e-mail consulting, phone consulting, technical support, Software application support, Web support and new releases update.
60/EA	9010224	Activation Support per device and installation configuration assistance

All pricing must be FOB Burlington, WA: Skagit Transit at 600 County Shop Lane, Burlington, WA 98233. Skagit Transit may order shelters individually or in multiples.

3.2 SPECIFICATIONS

1) The Specifications intend for Bidder to provide complete components and accessories of the type prescribed, ready for final assembly and operation by Skagit Transit. Any items omitted from the Specifications which are clearly necessary for the expected operation of such equipment, although not directly specified in the Specifications, shall be considered an integral part of the basic Specifications and shall be provided by Bidder under this Contract.

3.3 WARRANTY

- a) All products must be warranted for a minimum period of one (1) year from the date of delivery acceptance against defects in material, or within such longer period of time as may be prescribed by law or by the terms of any other applicable warranty period as specified or required by the Contract Documents.
- b) Bidder, at its sole expense, shall remedy all defects due to faulty materials, equipment, or workmanship which appears within said warranty period. Replacement parts shall be made available for at least 10 years after the purchase of wireless routers.

3.4 DELIVERY REQUIREMENTS

- 1) **Order Processing:** All orders shall be processed and delivered within 60 Calendar Days of Bidder's receipt of Skagit Transit's order. Bidder shall promptly communicate any Estimated Time of Arrival (ETA) exceptions with Skagit Transit so an alternative plan can be developed to Skagit Transit's satisfaction.
- 2) **Location:** Skagit Transit, all deliveries shall be made to: 600 County Shop Lane, Burlington, WA 98233.
- 3) **Time:** Deliveries must be made during normal working hours (M-F, 0800-1700).
- 4) **Signature Required:** When making any delivery, Bidder's agent must obtain a signature from Skagit Transit's Receiving Clerk, or designee. Such paperwork bearing a signature must be provided by Bidder for Skagit Transit's approval to pay the subsequent invoice.
- 5) **Extension and Delays:** Skagit Transit reserves the right to extend delivery, postpone delivery, or reschedule delivery. No delay shall be granted in connection with the acts, omissions, negligence, or mistakes of Bidder, its agents or suppliers. Unless contrary to other parts of the Contract, if the goods or the tender of delivery fail in any respect to conform to this Contract, Skagit Transit may: 1) reject the whole; or 2) accept the whole; or 3) accept a partial delivery and reject the rest.

3.5 SHIPPING

- 1) **Errors:** Bidder agrees that shipping errors will be at the expense of the Bidder (i.e. Bidder ships a product to Skagit Transit that was not ordered). Bidder will pay for return shipment at the convenience of Skagit Transit.
- 2) **Defective Goods:** Bidder agrees to pay for the return shipment on goods that arrive in a defective or inoperable condition and shall arrange for return shipment of any damaged goods.
- 3) **Restocking Fees:** May only be charged on products ordered and delivered to Skagit Transit. Restocking fees in excess of 15% will not be allowed and may be waived at Bidder's option.

3.6 OTHER DELIVERABLES

Upon contract execution, Bidder shall furnish Skagit Transit with the following documents:

- a) Warranties.

END OF SECTION 3

SKAGIT TRANSIT
INVITATION FOR BIDS #19-012
COACH WIRELESS ROUTERS
SECTION 4
SAMPLE CONTRACT

**INDEPENDENT BIDDER AGREEMENT
CONTRACT NUMBER: 19-012**

TITLE: COACH WIRELESS ROUTERS

TERM: 12:01 a.m. PST on _____ through 11:59 p.m. PST on _____.

PARTIES:

SKAGIT TRANSIT SYSTEM (SKAGIT TRANSIT)

600 County Shop Lane, Burlington, WA 98233

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

Contacts: Chris Chidley – cchidley@skagittransit.org

Elisa Rizzo, Procurement and Contracts Coordinator – erizzo@skagittransit.org

Kelly Borden, Accounts Payable – kborden@skagittransit.org

ABCXYZ COMPANY (BIDDER)

Address, City, State, Zip

Phone: / Fax:

Contacts:

THIS AGREEMENT is made and entered into this ____ day of January , 2019, by and between the Skagit Transit System, a State of Washington municipal corporation, (Skagit Transit), and _____, a State of Washington _____ (Bidder).

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

1. **Contract Documents:** This document; The entire solicitation titled “Coach Wireless Routers IFB #19-012”; Bidder’s submitted bid and any supplemental items, as accepted by Skagit Transit; All Addenda issued prior to, and all modifications issued after execution of this document constitute the Contract and are complementary.
2. **Purchase and Sale:** Skagit Transit agrees to purchase, and Bidder agrees to sell, Coach Wireless Routers in accordance with the Contract Documents attached herein by reference.
3. **Rate of Payment:** Is set forth on the Bidder’s submitted Bid Form attached herein by reference. Skagit Transit shall pay the Bidder in current U.S. funds subject to the terms, conditions, additions and deductions provided for in the Contract Documents.
4. **Delivery:** The shelters identified in the Contract Documents shall be delivered by Bidder, ready for use, within 60 Calendar Days from the receipt of a Purchase Order, unless agreed upon otherwise by the Parties.
5. 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.

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 bid or proposal, and will be evidenced by issuance of a written Contract Amendment issued by Skagit Transit in accordance with Article 5.00 below.

2.00 ASSIGNMENT

This Contract shall be binding on the Parties and their successors and assignees. Bidder 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 Bidder under this Contract and shall be jointly and severally liable with the Bidder for performance of all terms, covenants and conditions of this Contract. Bidder shall be responsible to ensure that all contract requirements flow down to any approved subbidders.

3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- 1) **General Requirement:** Bidder will at all times, at its sole cost and expense, comply with all applicable federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the Work or services under this Contract. Should the Bidder 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) **Registration:** Bidder's company must be registered to conduct business in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Skagit Transit can enter into a contract with an Out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is 360-725-0377 or e-mail at corps@sos.wa.gov.
- 3) **Licenses, Permits and Similar Authorizations:** Bidder shall secure and maintain, at no expense to Skagit Transit and in full force and effect during Contract Term, all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations as may be required for performance under the Contract. It is Bidder'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 Bidder's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, Bidder shall notify Skagit Transit immediately of such condition in writing.
- 4) **Taxes:** If applicable, Bidder will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Bidder. No charge by Bidder shall be made for Federal Excise Tax and Skagit Transit agrees to furnish an exemption certificate where appropriate.
- 5) **Wage and Hours Laws:** Bidder shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Skagit Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

4.00 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 to 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 Bidder 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.

5.00 CONTRACT MODIFICATIONS

- 1) No change, alteration, or modification to this Contract will 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.
- 2) Any increase or decrease in the cost of, or the time required for, the performance of any part of the Contract Work, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract. Any change exceeding 25% of the Contract Amount is considered a "Cardinal Change" and will not be permitted.
- 3) Bidder must assert its right to an adjustment by delivering a written Change Request to Skagit Transit which states the general nature of the claim, a detailed price proposal for the changed work or services and, if applicable, notice of any modifications required of other contract provisions that may be affected as a result of the change. If Skagit Transit requests a change, Bidder shall submit same within 7 days after Bidder's receipt of such change request. Upon Skagit Transit's request, Bidder shall submit additional cost or price data, as applicable, to determine the validity and reasonableness of the claim. No claim by Bidder for an Equitable Adjustment hereunder will be allowed for any costs incurred more than 7 days before Bidder gives written notice.
- 4) Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the provision of this Contract titled "Disputes" (Article 8.00); however, nothing in this clause shall excuse the Bidder from proceeding with the work or service as changed.

6.00 DELIVERY OF SERVICES

All work and services must be made in accordance with the Contract Documents. For any exception, Bidder shall give Skagit Transit 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 Bidder of its obligation to make future scheduled service. Bidder 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 Bidder.

7.00 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 Bidder. The decision shall state the reason(s) for the decision reached and shall inform the Bidder 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 Bidder'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, Bidder mails or otherwise delivers a written appeal to the Skagit Transit Board of Directors. Bidder'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, Bidder shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.
- 3) **Appeals:** Bidder 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 Bidder'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 Bidder 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 Bidder arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Skagit County, Washington. The Parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.
- 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.

8.00 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 Bidder is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Bidder 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 forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
- 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 Bidder shall have no recourse against Skagit Transit.

9.00 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.

10.00 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.

11.00 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, Bidder 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, Bidder 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 Bidder after such discovery will be done at Bidder’s risk.

13.1 BREACHES AND DISPUTE RESOLUTION

- a) **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. This decision shall be final and conclusive unless within 10 Calendar Days from the date of receipt of its copy, Bidder mails or otherwise furnishes a written appeal to Skagit Transit's Board of Directors. In connection with any such appeal, Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Directors shall be binding and Bidder shall abide by the decision.
- b) **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- c) **Performance during Dispute.** Unless otherwise directed by Skagit Transit, Bidder shall continue performance under this Contract while matters in dispute are being resolved.
- d) **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Parties 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 the Parties arising out of or relating to this Contract or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington.

13.1 CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

- b) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue
 - c) **Segregated Facilities.** Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Bidder's control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Bidder agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subbidder or supplier shall be notified by Bidder of Bidder's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) **Sanctions of Non-Compliance.** In the event of Bidder's non-compliance with the non-discrimination provisions of this Contract, Skagit Transit shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Bidder under the Contract until Bidder complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.
 - 5) Bidder agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
 - 1) Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

13.2 DEBARMENT AND SUSPENSION

- 1) Executive Order 12549, as implemented by 49 CFR Part 29, prohibits Skagit Transit from contracting for goods and services from organizations that have been suspended or debarred from receiving federally assisted contracts. This Contract is a covered transaction therefore, Bidder agrees to verify that the Bidder and none of its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Bidder and any of its lower tier subbidders shall: 1) Review a subbidder's status on the federal System for Award Management (SAM) website at <https://www.sam.gov> before entering into any contracts; or 2) Collect a certification from all lower tiered subbidders.

- 2) Bidder 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 bidding 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 mentioned below.
- 3) Within a three-year period preceding this bid or proposal, Bidder 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.
- 4) By signing and submitting a bid or proposal, Bidder has certified that the certification in this clause is a material representation of fact relied upon by Skagit Transit. If it is later determined that the Bidder knowingly rendered an erroneous certification by signing the bid, or failed to notify Skagit Transit immediately of circumstances which made the original self-certification no longer valid, Skagit Transit may immediately terminate the Contract, in addition to other remedies available to it, including suspension or debarment by the Federal Government. Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer.
- 5) Bidder further agrees to include a provision requiring such compliance in each subcontract, regardless of tier.

TERMINATION

- 1) **Termination for Convenience.** Skagit Transit may terminate this Contract, in whole or in part, at any time by written notice to the Bidder when it is in Skagit Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Skagit Transit, Bidder shall immediately stop work as directed in the Notice and comply with all other requirements in the Notice. Bidder 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. Bidder shall promptly submit its termination claim to Skagit Transit, together with detailed supporting documentation, to be paid to Bidder. If Bidder has any property in its possession belonging to Skagit Transit, Bidder will account for the same, and dispose of it in the manner Skagit Transit directs.
- 2) **Termination for Default.** If Bidder fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Bidder 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 Bidder a Notice of Termination specifying the **nature of the default and the effective date of termination. Bidder 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 Bidder has any property in its possession belonging to Skagit Transit, Bidder 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 Bidder had an excusable reason for not performing due to events which were not the fault of, or are beyond the control of the Bidder, Skagit Transit, after setting up a new delivery of**

performance schedule, may allow the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Bidder 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 Bidder 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
- 5)
- 6) Transit and Bidder 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.

12.00 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, Bidder shall defend, indemnify, save and hold harmless Skagit Transit, its officers, officials, agents and employees from and against any and all claims, actions, suits, penalties, losses, expenses, judgments in law and equity, and damages of whatsoever kind in nature arising out of, or resulting from, Bidder's negligence or willful misconduct in the performance of this Contract by or on behalf of the Bidder, its officers, employees, subbidders and agents; or Bidder'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. Bidder'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, Bidder 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, Bidder shall pay the same. Skagit Transit will give the Bidder prompt written notice of the institution of any suit or proceeding and permit the Bidder, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Bidder to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the Parties.

13.00 INSPECTION AND REJECTION

- 1) Skagit Transit's inspection of all goods or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the goods or services if such does not conform to contractual requirements. If there are any apparent defects in the goods or services at the time of delivery, Skagit Transit will promptly notify Bidder thereof. If there are defects detected post-delivery, Skagit Transit will notify Bidder with a description of such non-compliance.
- 2) Within 7 days of receiving such written notification, Bidder shall provide Skagit Transit with a detailed written plan which indicates the time and methods needed to bring the work in compliance with the Contract. Without limiting any other rights, Skagit Transit may require the Bidder to: 1) repair or replace any or all of the damaged goods at Bidder's expense; 2) refund Skagit Transit the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If Skagit Transit rejects Bidder's written plan, Bidder may be determined to be in material default of the Contract.
- 3) 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 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 requirements for satisfactory performance of any obligation remaining to be performed by Bidder.

14.00 INSURANCE REQUIREMENTS

- 1) Bidder, 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 Bidder, or anyone directly or indirectly employed by Bidder, and shall hold Skagit Transit harmless for any claims presented to it as a result of Bidder's negligence.
- 2) All costs for insurance shall be incidental to and included in the Contract Price 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 Skagit Transit's Risk Manager. Any exclusion must be pre-approved by the Risk Manager.
- 3) **Primary Coverage:** Bidder'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 Bidder. Bidder'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.
- 4) **Evidence of Insurance:** Prior to contract performance, Bidder shall provide Skagit Transit an ACORD Certificate of insurance and any schedule of underlying policies for Skagit Transit's approval within the time specified in the Final Contract Award Notice. If the Contract is executed, no payment will be due until all insurance certificates are furnished.
- 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 Bidder under this Contract. Bidder 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:

- a) Commercial General Liability: \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Personal Injury/death; Premise and Operations; Contractual Liability; Protective Liability; Products and Completed Operations; and a general aggregate limit of at least \$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.
- b) Commercial Automobile Liability: \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage for all owned, non-owned, and hired or rented vehicles assigned to or used in the performance of the Work or services.
- 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 \$1,000,000 per occurrence. If Bidder is not eligible for Worker's Comp., it shall indemnify and hold Skagit Transit harmless for any claims presented to it solely as a result of Bidder's negligent actions. Bidder 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: Except for Workers' Compensation insurance, all other insurance coverages and self-insured retention or deductible portions shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, Skagit Transit as Additional Insured. **Language such as the following shall be used in the description area of the ACORD Certificate: "SKAGIT TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED IN RESPECTS TO CONTRACT #17-021-F"**
- e) Errors and Omissions (E&O) 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 Bidder 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) **Failure of Coverage**: Bidder'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 Bidder to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Bidder, and at Bidder'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 Bidder under the Contract. If Skagit Transit is damaged by the failure of the Bidder to maintain any of these insurance requirements, or to so notify Skagit Transit, then the Bidder shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve Bidder from its insurance obligations hereunder.
- 8) **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, Bidder shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. Bidder 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, Bidder shall pay the same.

- 9) **Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Bidder shall provide written notice of such to Skagit Transit within one (1) business day of Bidder's receipt of such notice.
- 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. Bidder 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 Bidder. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of Bidder to promptly remit the sums due to Skagit Transit under the provisions of this subpart.

15.00 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.

16.00 LIENS, CLAIMS AND ENCUMBRANCES

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

17.00 NON-DISCRIMINATION

- 1) Skagit Transit is an Equal Opportunity Employer. During the performance of this Agreement, Bidder and its assignees, subbidders, and successors in interest, shall not discriminate against any client, employee, or applicant for employment or for services on the basis of race, color, creed, national origin, religion, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability except for bona fide occupational qualification with regard 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, or rendition of services.
- 2) Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with 49 CFR Part 21, "*Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*" and Chapter 49.60 RCW, *Discrimination – Human Rights Commission*. Failure by Consultant to carry out these requirements is a material breach of contract which may result in the termination of this Agreement or such other remedy as Skagit Transit deems appropriate. Skagit Transit may further bar Consultant 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. Skagit Transit retains the right to withhold payments to Consultant under the Agreement for non-compliance with this provision until the Consultant complies.
- 3) In relation to Title VI of the Civil Rights Act of 1964, Consultant is further bound by such provisions contained in Articles 13.4 and 13.7(3) above.

18.00 ORGANIZATIONAL CONFLICTS OF INTEREST

An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a bidder or subbidder is unable, or potentially unable, to render impartial assistance or advice to Skagit Transit; a bidder's objectivity in performing the contract work is or might be otherwise impaired; or a bidder 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 Bidder and any of its subbidders from participating in such related procurements.

19.00 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, specifications, software applications and other products or materials produced by Bidder in connection with this Contract shall be the property of Skagit Transit. All such documents, products and materials shall be forwarded to Skagit Transit at its request and may be used by Skagit Transit as it sees fit. Bidder shall preserve the confidentiality of all Skagit Transit documents and data accessed for use in Bidder's work product.

20.00 PAYMENT

- 1) All payments under this Contract are considered full compensation for goods delivered and services rendered. **Pre-payments are not permitted.** Payment is based upon the Bidder's original bid prices, except as may be modified by written Amendment, and will be made within 30 days after acceptance and approval of invoices by Skagit Transit. Prior to approval of payment, the Skagit Transit Project Manager shall make verification of work performed or items received.
- 2) **Invoice Detail:** Each pay request must contain the following minimum information, as applicable: 1) Contract name and number; 2) Skagit Transit's customer account number; 3) Invoice number; 4) Date of invoice; 5) Payment due date; 6) Date of service or goods delivered; 7) Item Description; 8) Quantity and unit measure; 9) Contract Unit Price; 10) Extended price; 11) State Sales Tax (8.5% Destination Based); 12) Total purchase amount. This list is not necessarily all-inclusive.
- 3) **Submittal:** Invoices shall be provided to Skagit Transit as soon as possible after goods are delivered. All paperwork associated with a particular invoice (i.e. work orders, receiving documents, delivery tickets, etc.) must reference the same identifying number and correspond to the final invoice in order to link all the paperwork together. Failure to comply with these requirements may delay payment. Submit invoices to: Skagit Transit, Attn: Accounts Payable, 600 County Shop Lane, Burlington, WA 98233
- 4) **Payment does not imply acceptance of Work:** The granting of any payment by Skagit Transit, or the receipt thereof by Bidder, shall not constitute in any sense acceptance of the Work or service, or any portion thereof, and shall in no way lessen the liability of Bidder to remedy defective work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Payment does not waive Skagit Transit's right to reject defective or non-conforming Work, materials, equipment or service even though the same is covered by the payment, nor is it a waiver of any other rights of Skagit Transit.

21.00 PERFORMANCE STANDARDS

- 1) As used in this Article, the word "*service(s)*" includes all work or services performed, the workmanship, and materials and products furnished or used in performing the work or services. Bidder 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) 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 Bidder in writing with a description of such non-compliance and further require the Bidder to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Bidder's sole expense; 2) refund Skagit Transit the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.
- 3) Bidder 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.
- 4) Within 7 Calendar Days of acknowledging said notice, Bidder must provide Skagit Transit with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. Skagit Transit may accept or reject this plan at its discretion. In the event this plan is rejected, Bidder may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Bidder at Bidder's expense.
- 5) In the case of an emergency where Skagit Transit believes delay could cause serious injury, loss or damage, Skagit Transit may waive the first written notice and either: 1) direct the Bidder to correct the defect or, 2) correct the defect of its own accord and dispatch a third party bidder, or use Force Account through use of Skagit Transit employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Bidder is responsible for all costs of remedying the defect and Skagit Transit may deduct such costs from any balance due, or which may become due, to the Bidder or charge-back the cost to the Bidder regardless of who actually corrects the defect.
- 6) **Non-Performance Notice:** If Bidder 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 Bidder detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Bidder 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 Bidder for Skagit Transit contracts may be rejected without consideration.
- 7) **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.
- 8) No provision herein shall be construed to limit Bidder's liability for work not performed in accordance to the Contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Skagit Transit of any late or unsatisfactory performance, with or without objection or reservation, shall not waive, alter or affect the obligations of Bidder from its warranty responsibilities and for satisfactory and timely performance, or the rights of Skagit Transit to claim damage for breach, or terminate the contract.

22.00 **PRICE COMPLETE**

The prices quoted in Bidder's submitted bid, as accepted by Skagit Transit, include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture, assembly, delivery, warranty, schematics and drawings, if required, pursuant to the Specifications in the Bid Documents.

23.00 PROPERTY LIABILITY

Unless otherwise provided for, Bidder assumes the risk of, and shall be responsible for, any loss or damage to Skagit Transit furnished property in its possession, or in the possession of any agents or employees of the Bidder, resulting from Bidder's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. Bidder shall bear no liability for any negligent acts or abuse of property by Skagit Transit.

24.00 RELATIONSHIP OF THE PARTIES

- 1) The Parties agree that an independent bidder 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. Bidder 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. Bidder 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 Bidder is not an independent bidder.
- 2) Upon Contract execution ("Effective Date"), Bidder agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

REPRESENTATIVES

- 1) **Skagit Transit:** The Contracts Administrator is the designated representative for contract compliance and helping resolve contractual issues. The Project Manager is the designated representative for contract performance compliance within budget and schedule, approval of services, and coordinating communications between the Bidder and Skagit Transit. The Project Coordinator is the designated representative to act on behalf of the Project Manager. Key personnel are listed on the first page of this Contract.
- 2) **Bidder:** Bidder shall appoint a representative as a Point of Contact ("POC") for Skagit Transit and contract liaison agent through whom Skagit Transit will communicate. POC shall respond to all written communications from Skagit Transit representatives within 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.

25.00 RISK OF LOSS AND TITLE

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

26.00 SERVICE OF NOTICES

- 1) Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all legal notices desired or required hereunder shall be promptly made in writing and shall be deemed to have been duly given if delivered personally, or on the third Calendar Day after mailed certified, return receipt, and postage prepaid, to the Parties at the following addresses or to such other address as either Party may hereafter designate in writing:

SKAGIT TRANSIT	BIDDER
Contact: Dale S. O'Brien, Executive Director	Contact:
Address: 600 County Shop Lane, Burlington, WA 98233	Address:
Phone: 360-757-8801	Phone:
Fax: 360-757-8019	Fax:
E-mail: dobrien@skagittransit.org	E-mail:

- 2) Either Party hereto shall have the right to change any representative or address by giving the other Party due notice in writing of such change. Consultant shall immediately furnish Skagit Transit with copies of all pertinent papers received by Consultant.

27.00 SUGGESTIONS TO BIDDER

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

28.00 SUPERVISION AND COORDINATION

Bidder 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 Bidder.

29.00 WAIVER OF RIGHTS BY SKAGIT TRANSIT

In the event that Skagit Transit elects to waive its remedies for any breach by Bidder 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. Skagit Transit shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by Skagit Transit. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

30.00 WARRANTIES

- 1) Bidder warrants that all workmanship and materials, including all parts and accessories whether manufactured by it or others, provided under this Contract are subject to all warranties or guarantees arising by operation of law and additionally conform to the requirements and specifications imposed by Skagit Transit or offered in the Bidder's bid, including any submitted Manufacturers' Warranty or workmanship guarantee. This warranty shall be in addition to any other express or implied warranties provided by this Contract or by law, and in addition to any other rights or remedies available to Skagit Transit under this Contract or by law.
- 2) **Defects.** Skagit Transit shall immediately give written notice to Bidder of any defective goods or services discovered within said warranty period. Bidder will maintain copies of all warranty information and shall cooperate with Skagit Transit to immediately facilitate any warranty related work to satisfactorily repair the condition, correct the defect, error, or non-conformity at Bidder's sole expense. If Bidder has not taken corrective action within 30 Calendar Days after receiving the written notice, Skagit Transit, in its sole discretion, may seek to correct the defect itself. In this event, Bidder is responsible for all replacement costs and Skagit Transit will charge-back such costs to Bidder, including shipping charges, regardless of who actually corrects the defect. In the case of an emergency where Skagit Transit believes delay could cause loss or damage, Skagit Transit may waive the written notice and correct the defect.

- 3) **Product.** In addition to any standard Manufacturer's Warranty, Bidder shall furnish to Skagit Transit any warranty or guarantee furnished as a normal trade practice in connection with the purchase of any materials, items or equipment used in the fabrication process. Such furnished products shall: Conform to the requirements and specifications herein; Be of good marketable quality of latest model and current date; Exclude surplus remanufactured and used products; Be fit for the known purpose for which they are sold; Be free and clear of all liens and encumbrances and that Bidder has a good and marketable title to same; Not infringe any patent, registered trademark or copyright; and Bidder agrees to hold Skagit Transit harmless in the event of any infringement or claim thereof. Acceptance of any item or service and inspection incidental thereto by Skagit Transit shall not alter or affect the obligations of the Bidder or the rights of Skagit Transit.
- 4) **Price.** Bidder warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by Bidder to any other customer purchasing the same goods or services in like or similar quantities and under similar terms and conditions.
- 5) **Remedies.** Skagit Transit reserves the right to waive or take exception to its specifications if it is to the greatest advantage or best interest of Skagit Transit. Warranties shall not apply to work or materials that have been abused or neglected by Skagit Transit. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. Skagit Transit's Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.
- 6) Bidder is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Skagit Transit by Bidder and those extended to Bidder by its suppliers, vendors, distributors and subbidders. Such inconsistency or difference will not excuse Bidder's full compliance with its obligations under this Contract. Required repairs not covered by the Manufacturer's Warranty because of Bidder's deviation of the methods will be made by Bidder at no expense to Skagit Transit.

END OF SECTION 4

SKAGIT TRANSIT
INVITATION FOR BIDS #19-012
FOR
COACH WIRELESS ROUTERS
SECTIONS 5 – 9
MANDATORY FORMS

INSTRUCTIONS: This entire Section 5 will be your Bid. Answer each part directly on this form in the spaces provided. All entries below shall be legible and entered in ink or typed. **Do not leave an item blank or your bid may be considered non-responsive.** Acceptable abbreviations for use on this form: Not Applicable = (N/A).

5.1 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: _____

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

E-mail Address: _____

Federal Tax Identification Number: _____ DUNS Number: _____

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

WA State Bidder Registration Number: _____

WA UBI# / State Excise Tax Registration Number: _____

WA Industrial Insurance Account Identification Number: _____

5.2 ACKNOWLEDGMENT OF ADDENDA

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

5.3 BID SCHEDULE

Award is based on the Total Bid Price of the lowest responsive and responsible Bidder.

Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price
1	Part No. 6001121 6.1 Antenna	60/EA	\$	\$
2	Part No. 600143 3.1 WiFi Antenna	60/EA	\$	\$
3	Part No. 6001024 Mounting Bracket	60/EA	\$	\$
4	Part No. 1103981 Single Radio MG90 LTE A-Pro	60/EA	\$	\$
5	Part No. 9010224 Activation Support per device	60/EA	\$	\$
6	Part No. 9010184 1 year support including cloud AMM	1/YR	\$	\$

Sub Total:	\$
Sales Tax (8.5%):	\$
TOTAL BID PRICE	\$

5.4 BIDDER'S CERTIFICATION

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 Bidder thoroughly understands:

- ✓ The work/services to be provided under the Contract;
- ✓ The procedures and instructions of this solicitation;
- ✓ The terms and conditions of the resulting Contract;
- ✓ That information contained in this Bid is accurate and complete;
- ✓ That all costs except sales tax are included this Bid;
- ✓ The offer remains effective for a period of 60 days from the Bid Due Date;
- ✓ That I/we have the legal authority to commit this company to a contractual agreement;
- ✓ That our submitted Bid will become part of the public record.
- ✓ That final funding is based upon approved budget amounts by Skagit Transit's Board of Directors.

Having carefully examined all documents for this Contract, as well as the site of the Work, and the availability of labor and materials we, the below signed Bidder, propose to perform all services identified herein in strict compliance with the Contract Documents for the amounts set forth above:

Authorized Signature

Date

Printed Name & Title: _____

Company Name: _____

END OF SECTION 5

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

6.1 NON-COLLUSION

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

6.2 CONFLICTS OF INTEREST, ANTI-KICKBACKS AND CONTINGENT FEES

Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest in the Contract, and that it shall not acquire any such interest which conflicts in any manner or degree with the work or services required to be performed under this Contract, and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Bidder, or its agents, employees or representatives hereafter acquires such a conflict of interest, Bidder shall immediately disclose such interest to Skagit Transit and take immediate action to eliminate the conflict or will withdraw from the Contract as Skagit Transit may require.
2. No gratuities, in the form of entertainment, gifts, favors, service, or other thing of intrinsic value from or to any person involved in this solicitation were offered or given by the Bidder or any of its agents, employees, or representatives to any official, member, employee, agent of Skagit Transit or family member of same, or to another governmental agency, with a view toward securing this Contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination regarding performance under 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 9030.1D).
3. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, have 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.

6.3 DEBARMENT AND SUSPENSION

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

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

6.4 SEGREGATED FACILITIES

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

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification. Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

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

Authorized Signature

Date

Printed Name & Title

Company Name

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

Notary Public in and for the State of _____,

residing in _____

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

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 contract award but is mandatory. Failure to return a completed form with your submittal will be cause for immediate rejection of the bid or proposal as non-responsive.

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:

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000 | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> Greater than \$5,500,000 |

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

SKAGIT TRANSIT
INVITATION FOR BIDS #19-012
FOR
COACH WIRELESS ROUTERS

SECTION 10 –11

OPTIONAL FORMS

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.

Question or Request for Clarification: (Attach additional sheets if necessary)

Submitted By: _____ Date _____
Signature Date


.....
Skagit Transit Response:

Written response to questions attached/faxed to _____ on _____

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

Skagit Transit Comments:

****Optional Use Form****

 <p>SKAGIT TRANSIT</p>	<p>600 County Shop Lane Burlington, WA 98233 Fax: 360-757-8019</p>	<p>IFB #19-012</p>
<p>If your firm elects to not submit a response to this solicitation, please complete this form and return to Rhonda Wahlgren, CPPB, Contracts Administrator to the above listed fax number or e-mail to: erizzo@skagittransit.org</p>		<p>COACH WIRELESS ROUTERS</p>

NO BID 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:

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

****Optional Use Form****