



600 County Shop Lane
Burlington, WA 98233
Ph: 360-757-8801
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VEHICLE GRAPHICS

REQUEST FOR PROPOSALS NO. 24-022

Released: September 27, 2024

Questions/Clarification Requests Due Not Later Than 2:00 P.M., October 16, 2024

Proposals Due at Skagit Transit Not Later Than 2:00 p.m. November 1, 2024

Proposals to be submitted in sealed envelope to 600 County Shop Lane Burlington, WA 98233 Attention:
Procurement Division

Advertised: Skagit Valley Herald September 27, 2024

Notices Posted: Skagit Transit website www.skagittransit.org
Skagit Station, Mount Vernon, WA
Skagit Transit MOA Base, Burlington, WA

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SECTION 1– INTRODUCTION

SKAGIT TRANSIT RFP #24-022 – VEHICLE GRAPHICS

SKAGIT TRANSIT is a municipal corporation with administrative offices located at 600 County Shop Lane, Burlington, Washington 98233. This request for Proposal for Vehicle Graphics, RFP #24-022 (“RFP”) is to solicit Proposals from qualified vendors for a contract (“the Contract”) to provide materials, supplies and labor for the application of vehicle graphics to Skagit Transit’s vehicle fleets. (“Proposer or Proposers”) must register by contacting Skagit Transit’s Procurement Division at procurement@skagittransit.org. Proposal documents (“Proposal” or “Proposals”) can be accessed through Skagit Transit’s website at www.skagittransit.org under “About Us” in the procurement section. This is the official site for such information. described in this document.

Contract Term: The initial Contract Term will be three (3) year Firm-Fixed Price (FFP) with the option to extend the Contract by written agreement of both parties for two (2) additional one-year periods.

Contract Documents: This entire solicitation entitled RFP #24-022; a successful bidders’ submitted Proposal and any supplemental items, as accepted by Skagit Transit; and all addenda issued prior to and all modifications issued after execution of a contract resulting from the RFP constitute the “Contract Document” as referenced herein and are complementary.

Contract Amount: It shall be understood and accepted by the Proposer that any volumes or amounts shown in this RFP are estimates only and impose no obligation on Skagit Transit, either minimum or maximum, to purchase all services contained in this RFP.

Pre-Proposal Meeting and Site Visit: A non-mandatory meeting will be held at **10:00 a.m. PDT October 9, 2024** at Skagit Transit’s administrative offices located at 600 County Shop Lane, Burlington, WA immediately followed by a viewing of current graphics on various vehicles. **All prospective Proposers are strongly encouraged to attend** and take advantage of this opportunity to review existing conditions in relation to the requirements and intent of the RFP. Tours **WILL NOT** be provided by Skagit Transit staff at any other time.

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

Proposals will be accepted by the Purchasing Division at Skagit Transit until **2:00 p.m. PDT November 1, 2024** and must be addressed to Skagit Transit’s Procurement Division, 600 County Ship Lane Burlington, Washington 98233. Email submissions will be accepted until 2: p.m. PDT, November 1, 2024, at procurement@skagittransit.org.

Late Proposals will be rejected and returned to the Proposer unopened.

Equal Opportunity: It is Skagit Transit’s policy to ensure full compliance with the 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 Part26, are are encouraged to submit bids.

Crystle Stidham, Chief Executive Officer

Date

SECTION 2 – PROJECT SCHEDULE

Request For Proposals Published	September 27, 2024
Pre-Proposal Meeting / Site Visit	October 9, 2024 at 10:00 AM
Request for Clarifications /Approved Equals Due	October 16, 2024 at 2:00 PM
Proposal Due Date	November 1, 2024 at 2:00 PM
Evaluation Committee Meeting	November 8, 2024
Interviews/Presentations with Finalists (if held)	November 14, 2024
• Final Evaluation Meeting	
Award Recommendation Notice to Proposers	December 2, 2024
Protest Deadline	December 9, 2024
Board of Directors Award of Contract	December 18, 2024
Final Award Notice Faxed to Proposers by	December 19, 2024
Contract Documents Received by	December 30, 2024
Contract Term and Performance Begins	January 1, 2025

END OF SECTION 2

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #24-022
FOR
VEHICLE GRAPHICS
SECTION 3
INSTRUCTIONS FOR PROPOSERS

SECTION 3 – INSTRUCTIONS TO PROPOSERS
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3.01 NON-SUBMITTAL

If not submitting a Proposal at this time, please complete the “No Proposal Notice”, Exhibit F, stating your reason why and submit to Skagit Transit’s Procurement Division. Information gathered will provide insight into how we can improve our process, conditions or specifications to reach our goal of creating a competitive, level playing field for all potential proposers.

3.02 PROPOSER ACKNOWLEDGEMENTS

- A. **Examination of Documents:** Proposer agrees that signing and submitting a Proposal in response to this RFP shall be conclusive evidence to Skagit Transit that the Proposer has thoroughly examined and understands all requirements of the ENTIRE solicitation package, including any Addenda issued, and the work required to complete the Contract, and has made allowances therefore in preparing figures to provide the required services. The failure or neglect of a Proposer to receive or examine any Proposal document or any part thereof shall in no way relieve the Proposer from its obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof.
- B. **Collusion:** Proposer certifies that its Proposal is non-collusive and not made in the interest of any person not named and that the Proposer 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 Proposers, none of the Proposals of the participants in such collusion will be considered. Skagit Transit’s determination shall be final.
- C. All Proposals and submissions become the property of Skagit Transit and are subject to public disclosure.

3.03 PRE-PROPOSAL MEETING AND SITE VISIT

- A. A non-mandatory pre-proposal meeting will start at **10:00 am PDT on Wednesday, October 9, 2024** in the Skagit Transit Conference Room located at 600 County Shop Lane, Burlington, WA. A site visit to view some of the vehicles will immediately follow. All prospective Proposers are strongly encouraged to attend in order to ask questions for a better understanding of the RFP requirements, Skagit Transit’s expectations, terms and conditions of the Contract, and thoroughly examine existing vehicle graphics to ensure that the Proposal will cover all the items of work. No statements made during the meeting shall serve to amend or modify this solicitation unless they are subsequently issued as a written Addendum.
- B. Any failure of Proposers to take the actions described and acknowledged in this section shall not relieve the Proposer’s responsibility for properly estimating the difficulty and cost of successfully performing the work, or from proceeding to successfully perform the Work without additional expense to Skagit Transit. The Proposer agrees that Skagit Transit shall not be liable to Proposer on any claim for additional payment, or additional time or any claim whatsoever if the claim directly, or indirectly, results from the Proposer’s failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

3.04 QUESTIONS, COMMUNICATIONS AND APPROVED ALTERNATES

- A. Skagit Transit is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue advantage, therefore, communications by or on behalf of any prospective Proposer with Skagit Transit employees, officials, Board members, consultants, or anyone other than Skagit Transit’s Procurement Division during this solicitation process (from date of RFP issue through contract award) are prohibited and may be cause for disqualification.
- B. Proposers who seek to obtain information, clarification, or interpretations from contacts other than the Skagit Transit’s Procurement Division are advised that such material is used at the Proposer’s own risk and such action may be cause for disqualification. Skagit Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents.

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- C. To be given consideration, any and all communications requesting information, clarifications, and material substitutions concerning this solicitation must be submitted in writing using only the **“Request for Clarifications/Approved Alternates”** form included hereunder as Exhibit D. This form must be physically received by **2:00 p.m. PDT on Wednesday, October 16, 2024** to be considered in an Addendum. Send to:

Skagit Transit
Procurement Division
600 County Shop Lane
Burlington, WA 98233
Fax: 360-757-8019
E-mail: procurement@skagittransit.org

- D. This process will be the only opportunity outside of the pre-proposal meeting for prospective Proposers to ask questions. Skagit Transit staff will not answer questions regarding this RFP verbally or in writing at any other time.

3.05 GENERAL INFORMATION

- A. Proposers must be fully insured and registered to conduct business in the State of Washington. Policies of insurance, as outlined within, shall be obtained and kept in force for the duration of the Contract. No proposer shall be acceptable who is not a reputable and established firm.
- B. Joint venture Proposals will not be accepted by Skagit Transit. Proposers shall structure their submitted Proposals so the Proposer is the primary Proposer. Firms associated with the primary Proposer, providing goods or services to Skagit Transit under this Contract, shall be as a sub-contractor to the primary contract awardee, not Skagit Transit.
- C. **Modification:** A modification of a Proposal already received will be considered only if a written request is received by Skagit Transit *before* the announced date and time for submitting Proposals. Such request must be signed by an individual authorized to submit proposals on behalf of the company. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. Nothing in this section shall be construed to permit the Proposer to alter its Proposal after it has been submitted pursuant to the terms of this solicitation.
- D. **Rejection and Consideration of Proposals:** Skagit Transit, in its sole discretion, reserves the right to: accept or reject any and all Proposals, portions or parts thereof; waive minor errors, informalities or immaterial irregularities when it is in Skagit Transit’s best interest; and reject the Proposal of any Proposer who previously failed to perform adequately for Skagit Transit or any other governmental agency, or who is in default on the payment of taxes, licenses, or other monies due. Skagit Transit may request additional information, if necessary, to properly evaluate Proposals. Failure to submit requested additional information or clarification may result in rejection of that proposal. In consideration for Skagit Transit’s review and evaluation of its Proposal, the Proposer waives and releases any claims against Skagit Transit arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation of Proposals submitted in response to this solicitation.
- E. **Errors and Administrative Corrections:** Skagit Transit will not be responsible for any errors in Proposals. Skagit Transit reserves the right to make mathematical corrections that are due to minor administrative errors or irregularities such as typing errors, number transposition and incorrect calculations.

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- F. **Extension or Cancellation:** Skagit Transit reserves the right to cancel this solicitation or extend the Proposal deadline, by written Addendum, at any time prior to the announced date and time for receiving Proposals, or in the event only a single Proposal or no Proposals are received. If a Proposer pursues a protest or a request for reconsideration, its Proposal is deemed extended until Skagit Transit executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

3.06 ADDENDA

- A. Skagit Transit’s official response to inquiries shall be made by written Addendum sent to ALL prospective Proposers registered on Skagit Transit’s Planholders’ List. The response may be an answer to submitted questions, approve a substitution request, or make changes to the Contract Documents when omission or errors are found. No Addenda will be issued for any request or inquiry submitted after the scheduled cut-off date and time. Any Addenda issued after the deadline for inquiries will be at the sole discretion of Skagit Transit for information it deems absolutely necessary to inform Proposers.
- B. **Planholders’ List:** All prospective Proposers are required to register as “Planholders” as this medium will be the primary form of information dissemination regarding the solicitation. It is recommended that proposers notify Skagit Transit’s Procurement Division of their intent to submit a Proposal and request to be “registered” on Skagit Transit’s Planholders’ List in order to receive electronic or facsimile notification of any issued Addenda. Proposers who do not register will not be notified of Addenda and will need to periodically check for Addenda on Skagit Transit’s website at www.skagittransit.org under the Procurement section.
- C. **Receipt of Addenda:** Proposers must understand that any Addenda issued could substantially change the Scope of Work for this RFP. All issued Addenda will be considered a part of the Proposal and thereby incorporated into the Contract. **Proposers MUST indicate that they have received all issued Addenda on their Proposal Form, Exhibit B. Failure to acknowledge receipt of Addenda issued may invalidate a proposal as non-responsive.** Proposers shall ensure that they have received all Addenda by calling the Skagit Transit’s Procurement Division at 360-757-8801 or by checking Skagit Transit’s website at www.skagittransit.org prior to the Proposal due date and time.

3.07 PROPOSAL REQUIREMENTS

- A. The responsive Proposer should address all items requested. Responses must provide straightforward, concise information that satisfies the requirements specified. Emphasis should be placed on brevity, conformity to instructions and clarity of content. Proposals must be prepared simply and economically with a staple in the upper left corner of your submittal packet. Extraneous presentation materials such as elaborate artwork, lengthy narratives, expensive paper, binding, etc. are neither necessary nor desired.
- B. **Mandatory Forms and Documents:** The following information, forms and documents contained in this solicitation shall be completed and submitted as the Proposal document. Proposals made on forms other than those listed below may be immediately rejected as non-responsive.
- 1) Exhibit B – Proposal Form.
 - 2) Exhibit C – Affidavit Concerning Non-Collusion, Conflicts of Interest, Anti-Kickbacks, Segregated Facilities, and Debarment and Suspension.
 - 3) **Samples:** Submit up to five (5) sample decals of Skagit Transit’s logo demonstrating the 3M vinyl films, or approved alternates, proposed for use under the Contract. (*See Attachment I for a sample rendition of the logo*). Samples shall be centered and limited to the size of a standard 8.5” x 11” sheet of paper. For each sample, attach a description of the type of material being presented, warranty, and an explanation of how this product will best benefit Skagit Transit. For reproduction convenience, an electronic file of Skagit Transit’s logo is available upon request. This is not the exact logo used under the Contract. Those requesting such file will automatically be added to the Planholders’ List.

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- C. Proposers may attach additional information as requested or deemed necessary but must clearly mark all attachments with the corresponding section and subpart number being referenced from Exhibit B, Proposal Form.
- D. Only complete Proposals will be evaluated. Proposals that are incomplete, are conditioned in any way, contain erasures, alterations, or items not called for in the Proposal, or that are not in conformance with the law, may be cause for immediate rejection of the Proposal.
- E. PRIOR TO SUBMITTING YOUR PROPOSAL, CALL SKAGIT TRANSIT (360-757-8801) OR CHECK THE WEBSITE (www.skagittransit.org) TO ENSURE THAT YOU HAVE RECEIVED ALL ADDENDA ISSUED TO THIS RFP.
- F. Submit **ONE (1)** original plus **THREE (3)** hard copies of your complete and signed Proposal in a sealed envelope clearly marked with the Proposer’s name, address, and labeled “**RFP #24-022 VEHICLE GRAPHICS**”.
- G. Proposals may be mailed, couriered or hand-delivered to: Skagit Transit, Attn: Procurement Division 600 County Shop Lane, Burlington, WA 98233 to be received before **2:00 p.m. PDT on Friday, November 1, 2024.** Faxed, electronic or telephonic proposals will not be accepted.
- H. The official time of receipt at Skagit Transit is the time marked and date stamped by a Skagit Transit representative on the Proposal envelope, or other documentary evidence of receipt maintained by Skagit Transit. Skagit Transit will not be held responsible for delays by the Proposer, the United States Postal Service, or any other carrier delivering Proposals after the set due date and time.
- I. Late Proposals will be rejected and returned to the Proposer unopened.

3.08 EVALUATION CRITERIA

Evaluation Criteria are listed in order of importance and are relative to the parts enumerated in Exhibit B, Proposal Form:

1. Approach and Understanding

Proposer’s demonstrated understanding of Agency needs and requirements, including approach to projects, management plan, and alignment to the Scope of Work.

2. Qualifications and Experience

Qualifications and relative experience of the firm and personnel assigned to the Contract, including references.

3. Price Proposal

Rates or prices over the Contract Term, including Option Years.

4. Responsiveness

Completeness of the Proposal in all respects as demonstrated by adherence to the RFP instructions.

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3.09 PROPOSALS AS PUBLIC RECORDS

Except to the extent permitted by exemptions in Washington State public disclosure laws Chapter 42.56 RCW, Skagit Transit will regard Proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by Skagit Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All Proposals will remain confidential until a contract is awarded and fully executed by all parties involved. If a Proposer considers portions of its Proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the Proposal. It is not usually reasonable or legally defensible to mark an entire Proposal as “confidential” or “proprietary”. Marking the entire Proposal as such will not be honored and the Proposal may be rejected as non-responsive. Skagit Transit shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. If a member of the public or another competitor demands to review portions of a Proposal marked “Confidential”, Skagit Transit will notify the affected Proposer of the request and the date that such records will be released, unless the Proposer obtains a court order enjoining that disclosure. It will be the sole responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within five (5) calendar days after receipt of the notice, Skagit Transit will make the requested portions available for review and copying by the Requestor. The Proposer will assume all liability and responsibility for any information declared confidential and shall defend and hold Skagit Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Skagit Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Proposal. By submitting a Proposal, the Proposer has thereby agreed to the provision of this Section 3.09.

3.10 METHOD OF PROCUREMENT

- A. In accordance with Title VI of the Civil Rights Act and Title 49 of the Code of Federal Regulations regarding non-discrimination in federally assisted programs, Skagit Transit hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that small, minority, women-owned and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit Proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, creed or national origin in consideration for award.
- B. Unlike a competitive sealed bid process, submittals received through a Request for Proposals (RFP) process are not based on price alone nor publicly opened. All aspects of the evaluations, including documentation, correspondence and meetings, or other information submitted in response to this RFP, and any subsequent contract negotiations, shall remain strictly confidential from competitors or anyone outside of the Evaluation Committee until a contract is executed with the successful Proposer. Proposers will only be told that their Proposal was ranked within the competitive range, not where they placed or the number of Proposals evaluated.
- C. The basic steps in the formal competitive RFP process are as follows:
 - 1. By the date and time previously specified, qualified Proposers submit sealed Proposals.
 - 2. All Proposals received by the specified deadline are opened by Skagit Transit’s Contract Representative and examined for responsiveness to the requirements of this RFP. Any non-responsive Proposals will be rejected and not further evaluated. All remaining Proposals will be set aside to be evaluated in accordance with the Evaluation Criteria set forth in the RFP. Late Proposals will be rejected and returned unopened to the Proposer.

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3. Skagit Transit’s Contract Representative performs a standard review on each Proposer’s responsibility status by checking their business registration, debarment status, Industrial Insurance payment record, etc. and may, at this time, contact the Proposer’s listed references. Skagit Transit will consider all material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing work of this type. Proposers determined to be non-responsible will have their Proposal rejected and not further evaluated. *NOTE: Skagit Transit reserves the right to determine a Proposer non-responsible at any time prior to or after award of the Contract if new information becomes available.*
4. An Evaluation Committee, consisting of an odd number of people, will review each Proposal in a private meeting with the Contract Representative or designee. The Committee will:
 - i. Consider all material submitted by Proposers, including preliminary responsive and responsibility reviews, any returned Reference Request forms and, if necessary, contact the Proposer’s references by phone. These references will further contribute to the Committee’s determination of the Proposer’s responsibility.
 - ii. Evaluate each Proposal for content and conformity to the Scope of Work and in accordance to each criterion listed in the RFP. At any point during the evaluation process, the Committee may request from Proposers additional information or seek clarification about any statement made in Proposals that Skagit Transit finds ambiguous, in order to substantiate information submitted in Proposals. All supplemental material submitted by the successful Proposer will become part of the resulting Contract.
 - iii. If there is any conflict between the Scope of Work and the submitted Proposal, the RFP shall control; however, provided that Skagit Transit, in its sole option and discretion, may require the Proposer to meet the requirements, guarantees, warranties, standards of quality or performance incorporated in their Proposal or any other submissions if they differ from the Scope of Work.
 - iv. Score each Proposal according to the Evaluation Criteria and up to the maximum number of points allowed for each criterion. Committee scores for each Proposer will be totaled to arrive at an average point score for each Proposer in each criterion section. The average score will then be applied to a non-disclosed numerical weight for each criterion to arrive at a final score. This process will result in the clearly obvious highest scoring Proposer with the single most advantageous Proposal or a ranking of firms falling within the competitive range. Skagit Transit reserves the right to negotiate with any or all Proposers selected within a competitive range to achieve the best value for Contract Award.
5. If a winner is evident, the Committee will recommend to the Skagit Transit Board of Directors that the Proposer having the highest score be awarded the Contract. In this instance, an “Award Recommendation Notice” will be sent to all Proposers. Upon Board approval, a Final Award Notice stating the Board’s decision will be sent to all Proposers and posted to Skagit Transit’s website at www.skagittransit.org under the Procurement section.
6. If a winner is NOT evident, the Committee will reconvene to assess the overall Proposal and ratings for the finalists. The results will determine which Proposals fall within a competitive range which may be a clustering of Proposals having final scores close to one another but widely separate from the others, or it may be those Proposals which attain scores exceeding a certain threshold. Proposers falling within the competitive range will comprise the short list of candidates who may be invited to participate in discussions or interviews about all aspects of their Proposal, answer specific questions in order to clarify and assure Proposer’s full understanding of the requirements of the Contract, or more fully demonstrate the product or service proposed. Skagit Transit will notify the finalists as to the time and date for an interview or presentation, if applicable.

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7. **Interviews:** The purpose of an interview, if held, will be to further review Proposals of short-listed candidates (Finalists). In this event, Proposers must make themselves available for this date, or may be determined to be non-responsive, and should plan to have key personnel on their teams who will be assigned work under the Contract. The interview will be limited in time according to the complexity of the requested product or services and may consist of an oral presentation plus a question-and-answer period.
8. Finalists may be asked to provide supplemental or additional information for review prior to interviews being conducted. Skagit Transit reserves the right to utilize new or revised Evaluation Criteria and weights to be used in evaluation of the respondents being interviewed. If changes are made to the Criteria, they will be reduced to writing and be sent to the interview candidates prior to the interviews. The Evaluation Committee will rank the firms interviewed and their recommendation will be presented to the Board of Directors. Skagit Transit reserves the right to award without holding discussions or interviews.
9. If it is determined to be in Skagit Transit's best interest to conduct subsequent discussion with all Finalists after the interview process, either oral or written, the discussion may provide guidance to the Finalists on how to improve the technical aspects of their offer in an effort to better meet the specifications or fulfill the needs and requirements of Skagit Transit., and/or reduce the price. In this instance, all Finalists will be requested to submit a Best and Final Offer (BAFO) to improve their Proposal, both technically or economically, which will be evaluated on the same criteria as the original Proposal, unless changed by written Addendum issued to all Finalists.
10. **Award:** As determined by the highest number of points received, the Contract will be awarded to the most responsive and responsible Proposer whose offer conforming to the solicitation will be the most advantageous and in the best interest of Skagit Transit. Only one Proposer will be selected for Contract Award. Skagit Transit reserves the right to award in whole or in part; request additional information before making an award; contract with more than one Proposer; and make award within sixty (60) calendar days from the Proposal Due Date. Should the award be delayed beyond the period of sixty (60) days, such award shall be conditioned upon Proposer's acceptance.

3.11 SINGLE PROPOSAL RECEIVED PROCEDURE

If only a single responsive Proposal is received, Skagit Transit shall have the right, in its sole discretion, to extend the Proposal acceptance period for up to an additional sixty (60) days. If no other Proposals are received within this extension time, Skagit Transit shall conduct a price or cost analysis, or both, of the single Proposal. The Proposer hereby agrees to such analysis and shall promptly provide all cost or pricing data and documentation requested by Skagit Transit. Any such analysis and the results therefrom shall not obligate Skagit Transit to accept the single Proposal and Skagit Transit may reject such Proposal at its sole discretion.

3.12 CONTRACT AWARD DOCUMENTS

The successful Proposer will receive an award package from Skagit Transit that includes the Final Award Notice, two original duplicates of the Contract for signature, and other documents as required. Contractor must immediately sign and return all requested documents to Skagit Transit within ten (10) calendar days of award, unless indicated otherwise, or Skagit Transit may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and bonding agent, if necessary, to immediately obtain the required documents.

3.13 FAILURE TO EXECUTE CONTRACT

Should the awarding Proposer fail to execute the Contract within seven (7) days from the Final Award Notice date, Skagit Transit reserves the right to terminate negotiations with that Vendor and attempt to reach satisfactory contractual agreement with the next highest scoring Proposer. The Vendor failing to execute a contract may be removed from Skagit Transit's bid list for any future contracting opportunities.

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3.14 PROTEST AND/OR APPEAL

Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the bid, that is allegedly aggrieved in connection with the solicitation or award of this Contract may protest to Skagit Transit in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this Request for Proposals which are apparent prior to the date established for submission of Proposals, shall be submitted to and received by Skagit Transit's Procurement Division no later than seven (7) calendar days prior to said date. Protests based on other circumstances shall be submitted to and received by Skagit Transit's Procurement Division within seven (7) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered in the event all Proposals are rejected. Full compliance with the procedures for filing and documenting protests shall be a condition precedent to filing any further protest with the Federal Transit Administration (FTA) or to filing litigation.

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

END OF SECTION 3

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FOR
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SECTION 4
SCOPE OF WORK

SECTION 4 – SCOPE OF WORK

SKAGIT TRANSIT RFP #24-022 – VEHICLE GRAPHICS

4.01 AGENCY BACKGROUND

Skagit Transit is a municipal corporation and local public transit authority formed under the authority of Chapter 36.578A of the Revised Code of Washington. Founded in 1989, Skagit Public Transportation Benefit Area Corporation (Skagit PTBA) is a nationally recognized leader in the public transportation industry. Skagit Transit’s service area covers 292 square miles of Skagit County with roughly 70% of Skagit County population. Skagit Transit provides three (3) types of transit service, Fixed Route, Paratransit and Vanpools that provide access to jobs, school and social and medical appointments. In 2023 Skagit Transit provided 452,091, local fixed route boardings and over 66,000 boardings on the paratransit services.

Skagit Transit’s Current Fleets.

30 Fixed Route transit coaches

26 Paratransit transit coaches

40 Rideshare vehicles - eight (8) and 15 passenger vans;

32 staff vehicles - work trucks, vans, SUV’s and sedans.

OVERVIEW OF SERVICE AND MATERIALS

- A) Contractor shall provide all labor, materials, supplies, equipment, tools, and facilities necessary to furnish Skagit Transit with custom signage for its vehicle fleet to include, but not be limited to: graphics design (form-fit existing designs or create new ones), cut-vinyl decals (logos, lettering, stripe packages, etc.), bus wrap repairs, installation and removal of old decals, fulfilling stock orders for safety and regulatory decals, and any other vehicle signage related services as required.
- B) **Graphic Films:** Current decals on the vehicles are Inkjet-printed cut-vinyl 3M high performance films. All decals shall have a UV protective coating. All decals shall be made of high quality, premium 2-mil opaque cast vinyl with a premium UV Overlaminated film. Intermediate calendared vinyl shall not be used. Decals shall be the 3M equivalent of the former Gerber numbered 3M Scotchcal Film Series 220/280, or an approved alternate by another manufacturer. Acceptable 3M equivalents are: Scotchcal Film Series 7725/7125 and IJ180C/180C. **(See Section 3.04-C regarding submittals for product substitutions or approved alternates).**
- C) **Colors:** Shall be as close as possible to Skagit Transit’s corporate brand color pallet. Colors previously used on the Gerber scale: White 220-10, Black 220-12, Kelly Green 220-46 and Olympic Blue 220-57.
- D) **First Article Approval:** Color, copy, and logo type renditions shall be approved by Skagit Transit prior to production. Contractor shall provide proof samples to Skagit Transit for approval.
- E) **Quantity:** Shall vary as service requests are typically placed over the phone by the Project Manager, Parts Supervisor, or designee, on an as-needed basis. For 2025, Skagit Transit’s replacement and expansion plan includes the purchase of six (6) Paratransit transit coaches and six (6) staff vehicles. **Skagit Transit makes no guarantee as to the number of vehicles requiring any decal service.**
- F) **Warranty:** Decals and associated materials used shall have a shelf life of at least two (2) years. Decals shall have an effective performance life of at least seven (7) years upon installation against fading, discoloration, crazing, peeling, and pitting beyond what constitutes “normal” decal aging. Any Decals that fail to comply with the shelf and performance life criteria in this section shall be replaced by Contractor at no cost to Skagit Transit. Superior resistance to abrasion is required as vehicles are washed nightly with cleaning brushes. Contractor shall provide Skagit Transit with any post-application details regarding care on acceptable washing practices. The warranty shall not apply to improper washing or physical damage caused by foreign objects (road debris, branches, keys, etc.).

SECTION 4 – SCOPE OF WORK

SKAGIT TRANSIT RFP #24-022 – VEHICLE GRAPHICS

4.02 PRODUCTION, INSTALLATION AND REMOVAL

- A) Upon contract startup, or when necessary, Skagit Transit shall provide artwork for reproduction in a mutually acceptable digital file format or disk medium.
- B) Contractor will create installation layouts to scale which include measurements indicating precise placement of decals. All installations must comply with these detailed installation layouts. Both a hardcopy and an electronic file of the installation layouts for each type of vehicle will be maintained in Contractor's files. Contractor will provide hardcopies and electronic files (PDFs) of all installation layouts, along with digital photos of actual installations on agency vehicles, to Skagit Transit within two (2) weeks of installation date. Said files will be updated as Skagit Transit's requirements change.
- C) Decals shall be produced, used and cared for in compliance with the appropriate product and instruction bulletins issued by the manufacturer.
- D) Installation and removal services must be performed by a trained, professional applicator. Contractor shall respond to Skagit Transit's requests (oral or written) for such services within twenty-four (24) hours and shall be available to perform the service within seventy-two (72) hours. Contractor shall coordinate with Skagit Transit when setting up these appointments so that Skagit Transit may ensure vehicles are ready for service. Contractor shall keep all scheduled appointments. Skagit Transit will not be charged a premium for any service required on a weekend.
- E) Contractor shall ensure vehicle surfaces are free of any adhesive residue after decal removal and shall be liable for any excessive or unusual surface damage caused during the removal process. Should paint peeling or paint/body damage be discovered upon application, Contractor must immediately notify Skagit Transit before continuing with the removal process. Skagit Transit personnel will assess the vehicle condition and advise Contractor how to proceed.
- F) Installation must be free of defects with no bubbles larger than 3mm in diameter and no wrinkles that are visible from 5 feet or greater. All items must be aligned correctly, both vertically and horizontally, to within a 1/8" tolerance. In the event Skagit Transit identifies any defects after installation, Contractor will be responsible for all costs to remedy such defects including the cost of materials, manufacturing and installation.
- G) When necessary and appropriate, Skagit Transit may provide Contractor use of its Maintenance Shop or facility premises for installation and removal services; however, this does not include use of Skagit Transit equipment and materials. It is desired that the Contractor have a heated facility accommodating vehicles up to 45 feet in length.

SECTION 4 – SCOPE OF WORK

SKAGIT TRANSIT RFP #24-022 – VEHICLE GRAPHICS

4.03 STANDARD VEHICLE GRAPHICS PACKAGES – MODULES

- A) Proposers are hereby advised that the specifications listed for each standard vehicle graphics package are categorized by “Module” for purposes of identification only and are subject to change during the Contract Term according to the configuration of each vehicle model or body style. Attachments included in this RFP illustrate some existing design layouts. **It is recommended that Proposers attend the scheduled Pre-Proposal Meeting and Site Visit mentioned herein to have a better concept and understanding of the requirements.**
- B) For purposes of this RFP, “passenger side” means the side of the vehicle adjacent to the curb or sidewalk or right side; “driver’s side” means the side of the vehicle adjacent to the road or left side; Skagit Transit logo includes the eagle with the words “Skagit Transit”; “on-site” means at the Contractor’s facility; “off-site” means at Skagit Transit’s MOA facility located at 600 County Shop Lane, Burlington, WA.
- C) There are five (5) Modules identified for vehicle graphics:
- 1) Full-Size Bus (30-FT, 35-FT, 40-FT)
 - 2) Paratransit Van (29-FT and less)
 - 3) Vanpool Vans (7, and 15-Passenger Vans)
 - 4) Staff/Service Vehicles (Truck, Van, SUV, Sedan)
 - 5) Safety and Regulatory Decals

4.04 MODULE 5: SAFETY AND REGULATORY DECALS

These decals are kept in Skagit Transit’s inventory and will be ordered as-needed by Purchase Order. The PO number shall be included on all delivery documents and invoices. Graphics for these reflective vinyl decals will not change unless Skagit Transit requests otherwise:

- 1) Caution Frequent Stops Decal: 3” x 44” reflective
- 2) Yield State Law Decal: 15” x 15” reflective

4.05 SPECIAL ORDERS –WORK ORDER REQUESTS

See Attachment H. Excluding standard orders or service requests (Modules 1 – 5), Skagit Transit will prepare a Work Order Request (WOR) for each special project to be completed under the Contract regarding vehicle graphics. The WOR will include the scope of work to be completed, and information needed for the Contractor to propose price, schedule, a detailed work plan, and samples.

At no additional cost to Skagit Transit, Contractor’s written response shall include the scope of work description, a detailed price proposal to include decal production, installation, and removal services, specific work products and other information necessary and applicable to each project. Contractor shall return a signed WOR with project proposal submittals. The response will be reviewed by Skagit Transit for acceptability. Skagit Transit reserves the right to reject a work proposal, in whole or in part, submitted by the Contractor.

SECTION 4 – SCOPE OF WORK

SKAGIT TRANSIT RFP #24-022 – VEHICLE GRAPHICS

Successful WOR proposals shall be deemed accepted upon Skagit Transit's signature. The executed WOR is a binding agreement and incorporates the terms and conditions of this RFP, associated documents, and the Contractor's response. The WOR shall be deemed executed when signed by an authorized representative of both Skagit Transit and the Contractor.

4.06 PROJECT TIMELINE

Skagit Transit will allow ten (10) business days for delivery of each order; however, a rush order may be required on occasion. A rush delivery of any version of any quantity shall be delivered within two (2) business days at no additional charge to Skagit Transit. Contractor will stock all customer standard materials to facilitate rush orders.

4.07 FREIGHT AND FUEL SURCHARGES

All materials produced and delivered under the Contract shall be FOB Destination, Prepaid and Allowed. No additional shipping and handling fees or fuel surcharge for deliveries will be permitted. The primary delivery location shall be 600 County Shop Lane, Burlington, WA 98233. Any claim submitted by Contractor to a carrier for loss, injury, or destruction of goods in transit shall not release Contractor from any other contractual obligations herein.

4.08 DELIVERY

Contractor's timely performance is a critical element of any work performed under the Contract. All deliveries shall be in strict accordance with the above provision, or applicable quantities and schedules set forth in a Special Order request. When delivering any goods to Skagit Transit, Contractor must obtain a signature from one of Skagit Transit's designated receiving personnel. Skagit Transit does not accept COD shipments. (See also Exhibit A, Article 9.00)

4.09 DECAL CATALOGING, LABELING AND HANDLING

- A) Contractor shall create and maintain, for the duration of the Contract, a parts database of all Skagit Transit vehicle graphics. This database will log the various graphics by assigned part numbers, their associated specifications, and contract pricing. The database must be updated as needed to keep current with any changes.
- B) Both a hardcopy and an electronic file of the installation layouts for each type of vehicle will be maintained by Contractor. Within two (2) weeks of install, Contractor shall provide hardcopies and electronic files (.PDF) of all installation layouts, along with digital photos of actual decal installations, to Skagit Transit. Files will be updated as Skagit Transit requirements change.
- C) Decals being transported to the Skagit Transit work site shall be packaged in substantial cartons, crates or tubes which will protect against physical damage as well as contamination by dirt or moisture. For Module 5 order deliveries, Contractor shall bag each type of item per order, seal bags, and label each bag with: Skagit Transit part number, quantity and description.

SECTION 4 – SCOPE OF WORK

SKAGIT TRANSIT RFP #24-022 – VEHICLE GRAPHICS

4.10 CONTRACTOR EMPLOYEES

- A) Contractor shall be fully responsible to Skagit Transit for the acts, errors and omissions of all its employees, agents, subcontractors, lower tier subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.
- B) Only authorized employees of the Contractor shall be permitted on Skagit Transit property. Contractor shall coordinate with Skagit Transit for identification badges that shall be worn at all times while visiting or working offsite on Skagit Transit property.
- C) Contractor shall ensure that its employees assigned to this Contract are properly licensed, trained, skilled, and familiar with the laws and regulations of operating any specialized equipment. Contractor shall at all times enforce strict discipline and good order among all workers off-site. Any employee who, in the reasonable opinion of Skagit Transit, is guilty of improper conduct, or is incompetent, careless or negligent, shall be immediately removed from employ on this Contract by the Contractor.
- D) Contractor shall comply with all federal, State and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the Contract Work. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to, the following: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); WA State Department of Labor & Industries – Title 296 WAC; the National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc.

4.11 USE AND PROTECTION OF PREMISES

In the event Skagit Transit facilities are used as the work site, Contractor shall:

- A) Coordinate access, parking, and staging areas with the Skagit Transit Project Manager prior to any work commencing. The Project Manager, or designee, shall have full access to the work site at all times.
- B) Confine operations at the work site to areas directed by Skagit Transit and shall further comply with Skagit Transit's instructions regarding evacuation and smoking.
- C) Take all reasonable measures to prevent any unnecessary disruption or blockage of transportation services by vehicles or equipment transported to the work site.
- D) Be solely and completely responsible for the conditions of the work site including the safety of all persons and property during performance of the Contract Work. At all times, Contractor shall ensure that all necessary safety precautions are erected and maintained pursuant to the safety provisions of current applicable laws and local buildings and construction codes.
- E) Keep the work site free of all waste, scrap materials, unused tools and equipment at all times. All debris resulting from Contract Work shall be collected and legally disposed of, but not in Skagit Transit's dumpsters on the premises. Any failed or unsatisfactory cleanup will be done at the Contractor's expense.
- F) Protect from damage all existing structures, curbs, sidewalks, equipment, improvements, utilities, trees, and vegetation located at or near the work site. Damages for losses that may occur shall be the responsibility of the Contractor, except those caused by the acts or omissions of Skagit Transit. Contractor shall promptly repair, at no cost to Skagit Transit, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the work. If Contractor fails or refuses to repair the damage promptly, Skagit Transit may have the necessary work performed and deduct or charge the cost back to the Contractor.

14.12 Insurance and Indemnification

Insurance and Indemnification Requirements will be consistent with the language contained in the Sample Contract document, attached as Exhibit A.

END OF SECTION 4

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #24-022
FOR
VEHICLE GRAPHICS
EXHIBITS A – F

SAMPLE / INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NUMBER: 24-022

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TITLE: VEHICLE GRAPHICS

TERM: 12:01 a.m. PDT on January 1, 2025 through 11:59 p.m. PDT on December 31, 2028 with two successive one-year term extensions available, upon written mutual acceptance of the parties.

PARTIES:

SKAGIT TRANSIT SYSTEM (SKAGIT TRANSIT)

600 County Shop Lane, Burlington, WA 98233

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

Contacts: Greg Latham, Project Manager – glatham@skagittransit.org

Josh Klinger, Project Coordinator – jklinger@skagittransit.org

Contract Representative – Procurement@skagittransit.org

Kelly Borden, Accounting Assistant – kborden@skagittransit.org

ABCXYZ COMPANY (CONTRACTOR)

Address, City, State, Zip

Phone: / Fax:

Contacts:

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the SKAGIT TRANSIT SYSTEM, a Washington municipal corporation, (“Skagit Transit”), and _____, a Washington _____ (“Contractor”).

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

1. **Contract Documents:** This Contract; The entire solicitation titled RFP #24-022; Contractor’s submitted Proposal and any supplemental items, as accepted by Skagit Transit; All Addenda issued prior to and all modifications issued after execution of this Contract, constitute the Contract Documents and are complementary. These forms, the Contract and all are as fully a part of the Contract as if attached hereto or repeated herein.
2. **Performance:** Upon Contract execution (Effective Date), the Contractor agrees to provide services for Vehicle Graphics in accordance with, and as described in the Contract Documents and shall continue in good faith and effort for a period of at least 3 years , unless sooner terminated by the provisions provided hereunder.
3. **Payment:** Contract Prices are set forth on the Contractor’s submitted Proposal Form attached herein by reference. Skagit Transit shall pay the Contractor directly in current U.S. funds on a monthly basis or as otherwise agreed upon for all services rendered.
4. The parties accept 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. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The parties also agree that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of all other provisions of this Contract.

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

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1.00 ADDITIONS OR DELETIONS

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

2.00 ASSIGNMENT

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

3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- A) **General Requirement:** Contractor will at all times, at its sole cost and expense, comply with all applicable federal, State and local laws, ordinances, regulations, orders, and codes within regards to all matters of its business operation and to performance of the Work and services under this Contract. Should the Contractor be determine to be in violation of federal, State, or local laws or regulations, Skagit Transit reserves the right o 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.
- B) **Registration:** The laws of the State of Washington require that the firm must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Skagit Transit can enter into a contract with an Out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at corps@sos.wa.gov.
- C) **Licenses, Permits and Similar Authorizations:** Contractor, at no expense to Skagit Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance under the Contract. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, Contractor shall notify Skagit Transit immediately of such condition in writing.
- D) **Taxes:** If applicable, Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington. All other taxes required by statute or regulation are the sole responsibility of the Contractor.

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- E) **Wage and Hours Laws:** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Skagit Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

- A) Within regard to contract performance, Contractor affirms that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the Contract work or services, and that it shall not employ any person or agent having such interest. In the event Contractor or its agents, employees, or representatives acquire such a conflict of interest, Contractor shall immediately disclose such interest to Skagit Transit and take immediate action to eliminate the conflict or to withdraw from the Contract as Skagit Transit may require.
- B) No current or former Skagit Transit officer, employee, agent, Board member or family member of same have or acquire any personal interest in the Contractor's bid or Proposal; or shall have solicited, accepted or granted a present or future gift, favor, service, or other thing of intrinsic value from or to any person involved in the solicitation, and no such gratuities shall be offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Skagit Transit or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the award or performance of this Contract. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1E).
- C) **Organizational Conflicts of Interest:** An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Skagit Transit; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. Skagit Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Skagit Transit may prohibit the Contractor and any of its subcontractors from participating in such related procurements/projects.

5.00 CONFLICT AND SEVERABILITY

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

6.00 CONTRACT MODIFICATIONS

- A) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Contract shall be effective without prior written consent of Skagit Transit. Oral changes, amendments or agreements are not permitted. Prior to becoming a contract modification, all changes must be prepared as a written Contract Amendment to be signed by both Parties. Only Skagit Transit's Contracts Representative shall have the express,

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implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Skagit Transit.

- B) When it is advantageous or necessary to modify the Contract, either party may initiate a Change Request to the other in writing. Within ten (10) calendar days after receipt from Skagit Transit of any written change request, Contractor shall submit a detailed price schedule proposal for the work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change.

Any change exceeding twenty percent (25%) of the Contract Amount is considered a “Cardinal Change” and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled “Disputes” (Article 12.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

7.00 COPYRIGHTS / PATENTS

- A) Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any copyrighted, patented or unpatented invention, design, process, method, artwork, or article manufactured or used in performing this Contract or with the completed Work. Contractor and its sureties shall indemnify and hold Skagit Transit and its officers, agents and employees harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention, design, copyright or patent. Before final payment is made on the account of this Contract, Contractor shall, if requested by Skagit Transit, furnish acceptable proof of a proper release from all such fees or claims.
- B) Should the Contractor, its agents, servants or employees, or any of them be enjoined from furnishing or using any invention, design, article, equipment, art, music, computer program, or material covered by letters, patents, or copyright, provided or required to be provided or used under the Contract, the Contractor shall notify Skagit Transit in writing and promptly substitute other designs, articles, equipment, art, music, computer programs or materials in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to Skagit Transit. It is mutually agreed and understood without exception that the Contract Prices shall include all royalties or costs arising from the use of such invention, design, article, equipment, art, music, computer program, or material in any way involved in the performance of this Contract.

8.00 DEBARMENT AND SUSPENSION

In order to conduct business with Skagit Transit, Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency, or from submitting a bid or proposal on any public contract, and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses listed herein. Within a three (3) year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal or failed to notify Skagit Transit immediately of circumstances which made the original certification no longer valid, Skagit Transit may immediately terminate the Agreement.

9.00 DELIVERY

All work or services must be made in accordance with the Contract Documents. For any exception, Contractor 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 the late service shall not waive the remaining schedule or relieve the Contractor of its obligation to make future scheduled service.

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Contractor shall make every effort to avoid or minimize delays to the maximum extent practicable. Any additional costs caused by these requirements shall be borne solely by the Contractor.

10.00 DESIGNATED EMPLOYEES

All work shall be performed by the Contractor, its employees, agents, representatives, or by authorized subcontractors. NO other individual shall perform the contract work without the prior written consent of Skagit Transit.

11.00 DETERMINATION OF RESPONSIBILITY

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

12.00 DISPUTES

- A) **Decision of the Chief Executive Officer:** 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 Chief Executive Officer. 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 Chief Executive Officer shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached and shall inform the Contractor of its appeal rights under Part C below. If the Chief Executive Officer does not issue a written decision regarding any contract controversy within seven (7) calendar days after Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Chief Executive Officer's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, Contractor mails or otherwise delivers a written appeal to the Skagit Transit of Board of Directors. Contractor's failure to timely submit a dispute against the Chief Executive Officer's decision shall waive any relief that might otherwise be due with respect to such dispute.
- B) **Performance during Dispute:** Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Contract and in accordance with the Chief Executive Officer's decision.
- C) **Appeals:** Contractor may appeal the Chief Executive Officer's decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Skagit Transit Board Chairperson within seven (7) calendar days of receipt of the Chief Executive Officer, or designee's, decision. The Chief Executive Officer, or designee's, decision shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Chief Executive Officer, 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 Chief Executive Officer, or designee, or reverse the decision in part. The decision of the committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.
- D) **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Skagit Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor

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arising out of or relating to this Contract or its breach will be decided by mediation if the Parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Skagit County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

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

13.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

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

14.00 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.

15.00 ERRORS AND OMISSIONS

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

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16.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the extent permitted by law, the Contractor shall specifically and expressly defend, indemnify, and hold harmless, Skagit Transit, its officers, agents, and employees at its own expense from and against any and all suits, claims by the employees of the Contractor, arising out of and in connection with the performance of the Contract as a result of Contractor's own acts or omissions. Contractor agrees that Skagit Transit is entitled to select and appoint its own counsel for defense of any suit, claim or action subject to the defense and indemnity provision herein. If such suits, claims, action losses, costs penalties, and damages are caused by or result from the concurrent negligence of the Contractor and Skagit Transit, then this defense and indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence. In instances of alleged concurrent negligence, Contractor shall provide a defense to Skagit Transit pending the final determination of Contractor's and Skagit Transit proportionate share of negligence, if any. Further, Contractor shall not be required to hold Skagit Transit harmless or defend Skagit Transit, its officers, agents and employees from any and all suits, claims, actions, losses, costs, penalties, and damages arising from the sole negligence of Skagit Transit, its officers, agents, and employees. This indemnification obligation shall include, but is not limited to, all claims brought against Skagit Transit by an employee or former employee of the Contractor.

The indemnification provided herein shall apply to and require each party to defend, indemnify and hold harmless the other party for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the employee's employer, and in such case, the Contractor and Skagit Transit, with respect to each other only, waive and will not assert against each other, any immunity under Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between the Contractor and Skagit Transit only and does not extend to the employees of either party. The Contractor and Skagit Transit expressly do not waive their immunity against claims brought by their own employees.

This Defense and Indemnification provision shall survive the Contract Term.

17.00 INSPECTION

Contractor shall provide and maintain an inspection system acceptable to Skagit Transit covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Skagit Transit during contract performance and for as long afterwards as the Contract requires. Skagit Transit has the right to inspect and test all services called for by the Contract to the extent practicable at all places and times during the term of the Contract. Skagit Transit shall perform inspections and tests in a manner that will not unduly delay the Work. Skagit Transit's inspection of all materials, equipment or services shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements.

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18.00 INSURANCE REQUIREMENTS

- A) Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein from insurers licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner pursuant to RCW Title 48. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. The insurance shall protect Skagit Transit against any and all claims for damages to persons or property arising under Contract performance whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Skagit Transit harmless for any claims presented to it as a result of the Contractor's negligence.
- B) All costs for insurance shall be incidental to and included in the Cost Proposal and no additional payment will be made by Skagit Transit. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Skagit Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.
- C) **Primary Coverage:** Contractor's insurance afforded herein shall be primary insurance and any insurance or self-insurance maintained by Skagit Transit shall be considered excess coverage and not contributory insurance to that provided by the Contractor. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- D) **Subcontractors:** Contractor shall include all subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor providing their own coverage will also name Skagit Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Skagit Transit. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- E) **Evidence of Insurance:** Prior to any performance under this Contract, Contractor will provide Skagit Transit an ACORD Certificate Insurance and any schedule of underlying policies for Skagit Transit's approval within ten (10) calendar days of Contract Award, unless otherwise specified. If the Contract is executed, no payment will be due until all insurance certificates are furnished. Skagit Transit reserves the right to request a certified duplicate original of the policy or policies at any time.
- F) **Minimum Scope and Limits of Insurance:** Coverage listed below is the minimum to be provided and not limitations of liability under the Contract, indemnification, or applicable law provisions. Skagit Transit shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and may, at its expense, purchase greater limits and broader coverage. Coverage for each policy period shall be at least as broad as the following:
- (1) **Commercial General Liability:** One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage, including Personal Injury/Advertising Liability; Premise and Operations; Contractual Liability; Protective Liability; Products and Completed Operations; and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This protection may be a CGL policy or any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$2,000,000.00.
 - (2) **Commerical Automobile Liability:** One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage for all owned, non-owned, and hired or rented vehicles assigned to or used in the performance of work or services under this Contract.

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- (3) **Employer's Liability and Workers' Compensation:** Workers' Compensation shall be provided in the State Statutory Limits and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence. If Contractor is not eligible for Worker's Compensation Insurance it shall indemnify and hold Skagit Transit harmless for any claims presented to it solely as a result of the Contractor's actions. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW.
- (4) **Additional Insured Endorsement:** Skagit Transit shall be named as Additional Insured on both Commercial General Liability and Comprehensive Auto Liability policy, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes lower limits than those maintained by the Contractor. **Language such as the following will be used in the description area of the ACORD Certificate: "SKAGIT TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT #24-022".**
- (5) **Errors and Omissions Endorsement:** For all errors and omissions for which the insured is held legally liable.
- G) **Excess Liability:** Coverage in the minimum amounts set forth above shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- H) **Failure of Coverage:** Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of contract upon which Skagit Transit may, after giving five (5) business days written notice to Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Skagit Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Skagit Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Skagit Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve Contractor from its insurance obligations hereunder.
- I) **Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to Skagit Transit within one (1) business day of Contractor's receipt of such notice.
- J) **Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, and employees, Contractor shall pay the same.

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- K) **Rights of Subrogation:** Skagit Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. Contractor shall cooperate with Skagit Transit in such recovery and collection and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Skagit Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of Contractor to promptly remit the sums due to Skagit Transit under the provisions of this subpart.

19.00 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.

20.00 LIENS, CLAIMS AND ENCUMBRANCES

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

21.00 NON-DISCRIMINATION

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

22.00 OPTION YEARS – CONTRACT RENEWAL

At the end of the initial three-year Contract Term, and for each successive term extension provided under the Contract, the Parties may negotiate to extend the Contract for one additional year. Such negotiations shall begin no later than 60 days prior to the end of the current term. If Contractor chooses to not renew a Contract Term, it must give Skagit Transit at least 90 days advance written notice prior to the expiration date of the current term ending. For all Option Years exercised, prices shall be firm-fixed for the duration of the Option Year and will remain as was used for the initial and any subsequent terms thereafter, the parties will negotiate to extend the Contract for an additional one-year term by utilizing the applicable Option Year prices provided on the Contractor's submitted Proposal Form, Exhibit B.

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23.00 PAYMENT

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

24.00 PERFORMANCE STANDARDS

- A) As used in this Article, the word "*service(s)*" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recently 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.

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- B) Contractor shall provide and maintain an inspection system acceptable to Skagit Transit covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be made available to Skagit Transit during contract performance and for as long afterwards as the contract requires.
- C) Skagit Transit reserves the right to inspect all goods and services called for by the Contract to the extent practicable at all places and times during the term of the Contract. Inspection shall be performed in a manner that will not unduly delay the Work and shall not be construed as Final Acceptance, or acceptance of goods or services, if such does not conform to the contract requirements.
- D) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform with contract requirements, Skagit Transit will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other remedial rights, Skagit Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense; 2) refund the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods, or reduce any moneys payable under the Contract to reflect the reduced value of the services performed.
- E) Contractor shall acknowledge such notice within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the Skagit Transit Project Manager, or designee.
- F) Within seven (7) calendar days of acknowledging said notice, Contractor must provide Skagit Transit with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. Skagit Transit may accept or reject this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
- G) In the case of an emergency where Skagit Transit believes delay could cause serious injury, loss or damage, Skagit Transit may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of Skagit Transit employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and Skagit Transit may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- H) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Skagit Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Skagit Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three business (3) days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for Skagit Transit contracts may be rejected without consideration.
- I) This procedure to remedy defects is not intended to limit or preclude any other remedies available to Skagit Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Skagit Transit of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.

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25.00 PRICE ESCALATION

Beginning with Year Four negotiations to utilize any Option Years, Contractor may submit a proposal request to Skagit Transit to increase its rates, providing the cost increase is caused by factors outside of the Contractor's control such as the cost of raw materials, the cost charged by the supplier/manufacturer, a change in supplier location or implementation of new laws and regulations. In this event, Contractor must submit with their request detailed cost data and other documentation that verifies their claim of an increased rate, or any other documentation that Skagit Transit deems necessary to determine, through a cost analysis or audit, that the Contractor's request for a price increase is fair and reasonable. Factors for consideration are:

- ✓ If Contractor's increased costs are due to a price increase from their supplier/manufacturer, Contractor must establish and provide Skagit Transit with documentation that their supplier's price is consistent with current market conditions and that they could not get a better price from another supplier/manufacturer.
- ✓ Contractor must establish that their cost increase is five percent (5%) or higher; anything less will be denied.
- ✓ Contractor's request for a rate increase must not result in a twenty-five percent (25%) or greater cost to the Contract Amount, or annual cost to Skagit Transit, as this is considered an impermissible **CARDINAL CHANGE** which must be denied and the Contract will need to be terminated and re-bid.

Skagit Transit will review the request and may ask for additional information before making a decision. Any rate increase will be made by a written Amendment to the Contract and shall become effective on the execution date of the Amendment.

26.00 PROPERTY LIABILITY

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

27.00 RECORD OWNERSHIP, RETENTION, AUDIT AND INSPECTION

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

28.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

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

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29.00 REPRESENTATIVES

- A) **Skagit Transit:** The Contracts Representative is Skagit Transit's designated representative for contract compliance. The Project Manager is the designated representative for performance compliance. Both are listed on the standard form of agreement, Page 1 of this Contract.
- B) **Contractor:** At the time of Contract Award, Contractor shall appoint a representative as a Point of Contact ("POC") and a secondary contact liaison agent through whom Skagit Transit will communicate. The POC shall respond to all written communications from Skagit Transit representatives within seven (7) calendar days from receipt.
- C) Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

30.00 SERVICE OF NOTICES

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

31.00 SUGGESTION TO CONTRACTOR

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

32.00 SUPERVISION AND COORDINATION

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

33.00 SUSPENSION OF CONTRACT

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

34.00 TERMINATION

- A) **Termination for Convenience:** Skagit Transit its convenience may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. After receipt of a written Notice of Termination, and except as directed by Skagit Transit, Contractor shall immediately stop work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. Contractor shall promptly submit its termination claim to Skagit Transit, together with detailed supporting documentation, to be paid to Contractor. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same, and return it to Skagit Transit or dispose of it in the manner Skagit Transit directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the Contract, The Contract termination agreement, applicable laws and regulations.

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- B) **Termination for Default:** In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other material provision of the Contract, Skagit Transit may terminate this Contract, in whole or in part, for default. Termination shall be affected by serving a Notice of Termination on the Contractor, setting forth the manner in which the Contractor is in default and the effective date of termination. The Contractor will only be paid the Contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract less any damages to Skagit Transit caused by such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations. If the Contractor has any property in its possession belonging to Skagit Transit, the Contract will account for the same and dispose of it in the manner Skagit Transit directs.

If the Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be determined in accordance with part 49 of the Federal Acquisition Regulation in effect on the date of the Contract. The termination of this contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of Skagit Transit hereunder in any manner.

If it is later determined by Skagit Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of and beyond the control of the Contractor, Skagit Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience. Skagit Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fourteen (14) 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 condition.

If Contractor fails to remedy to Skagit Transit's satisfaction the breach or default or any the terms, covenants, or condition of the Contract with fourteen (14) calendar days after receipt by Contractor of written notice from Skagit Transit setting forth the nature of said breach or default, Skagit Transit shall have the right to terminate the Contract with a 30-day cancellation notice without any further obligations to the Contractor. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Contractor and its sureties for said breach of default.

In the event that Skagit Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the 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 the Contract.

35. OPPORTUNITY TO CURE

Skagit Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Skagit Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Skagit Transit setting forth the nature of said breach or default, Skagit Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

36. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Skagit Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Skagit Transit shall not limit Skagit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. In the event that any provision, portion,

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

Page 16 of 16

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

35.00 WARRANTY

- A. Contractor warrants that the work and materials performed under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any submitted manufacturer's warranty. Contractor shall furnish to Skagit Transit any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.
- B. Product: Contractor warrants that all materials furnished under this Contract will be of highest quality and new; free from liens, faults and defects and in conformance with the Contract Documents. All such materials shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. All materials not so conforming to these standards shall be considered defective. If required by Skagit Transit, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials.
- C. Workmanship: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of the Contract, for a period of twelve (12) months from the date of Final acceptance of such work by Skagit Transit, and shall replace or repair any defective materials or faulty workmanship during the period of the guarantee at no cost to Skagit Transit.
- D. Warranty Remedies: If at any time during the twelve (12) month period immediately following Final Acceptance of any work covered by the Contract, Contractor or Skagit Transit discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense correct the defect, error or nonconformity.

Skagit Transit shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within 30 Days after receiving the written notice, Skagit Transit in its sole discretion, may correct the defect itself. Skagit Transit will charge back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements for Scope of Work, found defective within the warranty period, regardless of who actually corrects the defect.

- E. Warranty of Title: Contractor shall have no property right in the materials used after they have been attached or affixed to Skagit Transit real property, or after any payment has been made by Skagit Transit towards the value of materials delivered to the work, or stored subject to or under the control of Skagit Transit. Title to all such materials shall become the property of Skagit Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Skagit Transit, whichever occurs earlier.

Exhibit B

PROPOSAL FORM RFP 24-022 VEHICLE GRAPHICS

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

PART 1 INSTRUCTIONS

This section, Exhibit B, will be your Proposal. ANSWER EACH PART DIRECTLY ON THIS FORM IN THE SPACES PROVIDED. Mark spaces that do not apply with the initials 'N/A' (Not Applicable). Do not leave an item blank or your proposal may be considered non-responsive.

Parts requiring narrative responses shall be attachments limited to one single-sided page per sub-part. Clearly mark any attachments with the phrase "RFP #24-022, Exhibit B, the part or sub-part number to which it refers, and your name and the name of your firm on each sheet of paper used. **NOTE: ONLY HARDCOPY PRINTED FORMS WITH AN ORIGINAL SIGNATURE WILL BE ACCEPTED.** Completed forms via e-mail or fax submission will **NOT** be accepted as a valid proposal.

PART 2 BUSINESS INFORMATION

Business Name, as registered: _____

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

Name & Title of person preparing proposal: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

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

E-mail Address: _____

Federal Tax Identification Number: _____

WA Unified Business Identification (UBI) Number: _____

WA State Excise Tax Registration Number: _____

WA Industrial Insurance Account Identification Number: _____

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

PART 3 RECEIPT OF ADDENDA

Call Skagit Transit prior to filling out this section to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

3.1 Receipt of the following Addenda to the proposal package is acknowledged:

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

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

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

3.2 No Addenda Received _____ (initial)

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

PART 4 INSURANCE COMPANY

Name of Company: _____

Name of Insurance Agent: _____

Mailing Address, including Zip Code: _____

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

PART 5 PROFESSIONAL REFERENCES

List three professional references who are able to provide information regarding your ability to perform relevant VEHICLE GRAPHICS services under contract with a public agency or customers similar in size, scope and complexity as required in this RFP. **NOTE: AN E-MAIL ADDRESS IS REQUIRED.**

I/We give Skagit Transit permission to contact the following business references in regards to our prior job performance:

5.1 Firm Name: _____

Owner Name: _____ Contact Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Dollar Value of Contract: \$ _____

5.2 Firm Name: _____ Contact Name: _____

Owner Name: _____ Contact Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Dollar Value of Contract: \$ _____

5.3 Firm Name: _____ Contact Name: _____

Owner Name: _____ Contact Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Dollar Value of Contract: \$ _____

5.4 Regarding the professional reference list provided above, attach a narrative description of these contracts in more detail to demonstrate that you have the necessary experience to serve Skagit Transit and how this service is relative to that contemplated in the RFP.

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS**PART 6 SERVICE PROPOSAL**

Proposers shall provide a service proposal document which shall demonstrate an understanding of the requirements as stated throughout this RFP, including a service description and a list of work tasks and related timelines to produce expected results.

6.1 Approach and Understanding of the Scope of Work (SOW)

- a. Provide a brief (not more than one single-sided 8.5"x11" page) narrative demonstrating your understanding of the SOW and service requirements. Discuss the necessary tasks, services and materials proposed to accomplish the SOW.
- b. Describe your proposed organization and management of requirements from the SOW.
- c. Discuss the effects on existing workloads and how Skagit Transit's requests will be integrated to ensure timely completion of its projects.

6.2 Qualifications and Experience

- a. Provide a description of your company and parent company, if applicable, to include:
 - Number of years the company has been in business under current or previous names, or additional assumed business names.
 - Current size by total number of employees and sales volume.
 - Types of service or specialties offered.
 - Location relative to Skagit Transit's MOA facility in Burlington, WA and business hours.
 - Mission or methodology for managing and delivering quality products and service.
 - Experience with other public agencies or customers with a fleet similar in size to Skagit Transit.
- b. Describe your company's procedures of quality assurance.
- c. Outline all of the personnel that will be involved in the completion of the service requirements. Include their name, title, role, years of experience in that role, professional qualifications and certifications, State of Washington registrations, licenses, or any other credentials held, and state whether or not the person is a direct employee of the company or a sub-contractor.
- d. Describe the experience of the proposed project team in completing work of similar scope, size and nature.

6.3 Deviations in Requirements

If applicable, provide a statement or list in detail all deviations in your ability to comply with any of the RFP requirements and the reason why. State your proposed alternative and how it's equal to or better than the requirements requested by Skagit Transit.

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS


PART 7 PRICE PROPOSAL

Proposers must submit pricing for all Modules, including prices for on-site (Contractor’s facility) and off-site (Skagit Transit’s facility) installation and removal services for each element contained within each Module. Do not include WA State or local sales tax in the prices below. Actual invoices shall include proper tax. Please ensure all Unit Prices are extended and totaled. **In case of a discrepancy between the unit and extended price, the unit price shall govern.**

The following Module Price Proposal forms are in descending order, beginning with Module 4.

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

MODULE 4 – STAFF/SERVICE VEHICLES



SKAGIT TRANSIT

All Service vehicles may require additional Vehicle Titles

Service Vehicles

Travel Trainer


ROAD SUPERVISOR


FOR OFFICIAL USE ONLY


3M Scotchcal Series 220 Premium Films ONLY these vinyls have an effective performance life of 5 to 7 years

WHITE BLACK C PMS 347C PMS 7461C


All vehicles require Numbers in (2) locations (Black)










Stripe: 4" x 130.6"









Stripe: 6" x 50.8" Think Green 2" x 13.5"



Stripe: 12" x 102." Logo: 8" x 24"



Stripe: 2.75" x 204." Logo: 8" x 24" Road Supervisor 1.5 x 20"



Stripe: 2.75" x 75." Logo: 8" x 24" Rd Supervisor 1.5 x 20"

WHITE
220-99

BLACK
220-12

BRIGHT GREEN
328-66

OLYMPIC BLUE
328-53

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

**STAFF/SERVICE VEHICLES
TRAVEL TRAINER/ROAD SUPERVISOR**

Price Proposal

In the spaces below, Proposers must submit pricing for all Modules, including prices for on-site (Contractor’s facility) and off-site (Skagit Transit’s facility) installation and removal services for each element contained within each Module. Do not include WA State or local sales tax in the prices below. Actual invoices shall include proper tax. Please ensure all Unit Prices are extended and totaled. **In case of a discrepancy between the unit and extended price, the unit price shall govern.**

DECAL PRODUCTION

Exclusive of tax and labor, the Unit Price shall include everything necessary to produce each decal, including freight and delivery (F.O.B. Destination, Prepaid and Allowed). Freight and delivery shall not be “add-on” costs.

MODULE 4: STAFF/SERVICE VEHICLES – TRUCK PACKAGE			
Item Description	QTY	Unit Price	Extended Price
a) Skagit Transit Logo 8” x 24” – Per Door Panel	2 ea.	\$	\$
b) <i>Skagit Transit Maintenance</i> or <i>Skagit Transit Facilities Text</i> – Centered Across Tailgate	1 ea.	\$	\$
c) 3-digit vehicle ID numbers, Black, 2”	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

MODULE 4: STAFF/SERVICE VEHICLES			
Item Description	QTY	Unit Price	Extended Price
a) Skagit Transit Logo – Per Door Panel	2 ea.	\$	\$
b) Stripe: 4” x 130.6 – per Side	2 ea.	\$	\$
c) <i>Skagit Logo/For Official Use Only Text</i> – Rear Window	1 ea.	\$	\$
d) 3-digit vehicle ID numbers, Black, 2”	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

MODULE 4: STAFF/SERVICE VEHICLES – TRAVEL TRAINER SEDAN PACKAGE			
Item Description	QTY	Unit Price	Extended Price
a) Skagit Transit Logo – Per Door Panel	2 ea.	\$	\$
b) <i>Travel Trainer</i> Text – Per Side	2 ea.	\$	\$
c) Custom Side Panel Stripe Kit 12"x102" – Per Side	2 ea.	\$	\$
d) <i>Think Green</i> Text – 2" x 13.5" - Rear	1 ea.	\$	\$
e) Skagit Logo/ <i>For Official Use Only</i> Text – Rear Window	1 ea.	\$	\$
f) Custom Stripe Kit 6" x 50.8" - Rear	1 ea.	\$	\$
g) Skagit Transit Logo – Rear	1 ea.	\$	\$
h) 3-digit vehicle ID numbers, Black, 2"	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

MODULE 4: STAFF/SERVICE VEHICLES – Road Supervisor Package			
Item Description	QTY	Unit Price	Extended Price
a) Skagit Transit Logo – Per Door Panel 8" x 24"	2 ea.	\$	\$
b) Road Supervisor Text 1.5"x20" – Per Side (below Logo)	2 ea.	\$	\$
c) Custom Side Panel Stripe Kit 2.75" x 204" – Per Side	2 ea.	\$	\$
d) Skagit Logo/ <i>For Official Use Only</i> Text – Rear Window	1 ea.	\$	\$
e) Custom Stripe Kit 2.75" x 75" - Rear	1 ea.	\$	\$
f) Road Supervisor Text 1.5 x 20" -Rear	1 ea.	\$	\$
g) Skagit Transit Logo – Rear	1 ea.	\$	\$
h) 3-digit vehicle ID numbers, Black, 2"	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHIC
Module 4**

INSTALLATION AND REMOVAL SERVICES

The Unit Price provided below shall be the Contractor’s total labor cost to install, or remove, a complete graphics package per Module, or individual portion thereof, at either Skagit Transit’s or Contractor’s facility.

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 4: STAFF/SERVICE VEHICLES – TRUCK PACKAGE				
a) Skagit Transit Logo – Per Door Panel	\$	\$	\$	\$
b) <i>Skagit Transit Maintenance or Skagit Transit Facilities</i> Text – Centered Across Tailgate	\$	\$	\$	\$
c) 3-digit vehicle ID numbers, Black	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 4: STAFF/SERVICE VEHICLES				
a) Skagit Transit Logo – Per Door Panel	\$	\$	\$	\$
b) Stripe 4” x 130.6” – per side	\$	\$	\$	\$
c) Skagit Logo/ <i>For Official Use Only</i> text – Rear Window	\$	\$	\$	\$
d) 3-digit vehicle ID numbers, Black	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 4**

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 4: STAFF/SERVICE VEHICLES – TRAVEL TRAINER SEDAN PACKAGE				
a) Skagit Transit Logo – Per Door Panel	\$	\$	\$	\$
b) <i>Travel Trainer</i> Text – per side	\$	\$	\$	\$
c) Custom Side Panel Stripe Kit 12"x102" – per Side	\$	\$	\$	\$
d) <i>Think Green</i> Text – 2" x 13.5" - Rear	\$	\$	\$	\$
e) Skagit Logo/ <i>For Official Use Only</i> text – Rear Window	\$	\$	\$	\$
f) Custom Stripe Kit 6" x 50.8" - Rear	\$	\$	\$	\$
g) Skagit Transit Logo -Rear	\$	\$	\$	\$
h) 3-digit vehicle ID numbers, Black	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 4: STAFF/SERVICE VEHICLES – ROAD SUPERVISOR PACKAGE				
a) Skagit Transit Logo – Per Door Panel	\$	\$	\$	\$
b) Road Supervisor Text – per side	\$	\$	\$	\$
c) Custom Side Panel Stripe Kit 2.75"x204" – per Side	\$	\$	\$	\$
d) Skagit Logo/ <i>For Official Use Only</i> text – Rear Window	\$	\$	\$	\$
e) Custom Stripe Kit 2.75"x 75" - Rear	\$	\$	\$	\$
f) Skagit Transit Logo -Rear	\$	\$	\$	\$
g) Road Supervisor Text 1.5" x 20" - Rear				
h) 3-digit vehicle ID numbers, Black	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

Exhibit B

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

MODULE 3 – VANPOOL VANS

CHEVY EXPRESS/FORD TRANSIT 15 PASSENGER VANS



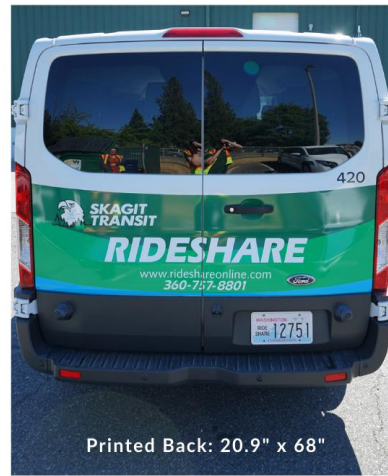
SKAGIT TRANSIT

RIDESHARE

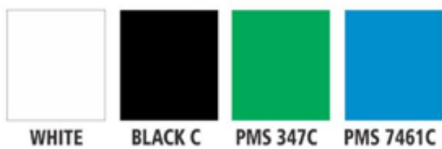
www.rideshareonline.com

Fifteen Passenger Vans

Ford Transit Van



New Graphic Package



All Graphics are printed as a complete unit.
Arlon DPF 4600 LX 3.2 mil White High performance Gloss film w/ X-Scape Air Egress.
UV 3220 G 2 mil Cast Gloss cold overlaminate

All Vanpools require Numbers in
(3) locations per Vehicles (Black)

**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 3**

**CHEVY EXPRESS/FORD TRANSIT
15 PASSENGER VAN
Price Proposal**

In the spaces below, Proposers must submit pricing for all Modules, including prices for on-site (Contractor’s facility) and off-site (Skagit Transit’s facility) installation and removal services for each element contained within each Module. Do not include WA State or local sales tax in the prices below. Actual invoices shall include proper tax. Please ensure all Unit Prices are extended and totaled. **In case of a discrepancy between the unit and extended price, the unit price shall govern.**

Decal Production

Exclusive of tax and labor, the Unit Price shall include everything necessary to produce each decal, including freight and delivery (F.O.B. Destination, Prepaid and Allowed). Freight and delivery shall not be “add-on” costs.

MODULE 3: VANPOOL VANS 15 Passenger Ford Transit			
Item Description	QTY	Unit Price	Extended Price
a) 24” X 205.6” 3-color stripe set w/Skagit Transit Logo, <i>Vanpool</i> text & phone # – Per Side	2 ea.	\$	\$
b) 20.9” X 68” Skagit Transit Logo, <i>Vanpool</i> text & phone # - Rear	1 ea.	\$	\$
c) Website address, White – Window	1 ea.	\$	\$
d) 3-digit vehicle ID numbers, Black, 2”	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

INSTALLATION AND REMOVAL SERVICES

The Unit Price provided below shall be the Contractor’s total labor cost to install, or remove, a complete graphics package per Module, or individual portion thereof, at either Skagit Transit’s or Contractor’s facility.

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 3

CHRYSLER PACIFICA
DODGE CARAVAN
7 PASSENGER VAN



**SKAGIT
TRANSIT**

RIDESHARE
www.rideshareonline.com

WHITE BLACK C PMS 347C PMS 7461C

**Dodge Caravan
Chrysler Pacifica**



**Chrysler Pacifica
New Graphic Package**

Arlon DPF 4600 LX 3.2 mil
White High performance
Gloss film w/ X-Scape Air
Egress. UV 3220 G 2 mil
Cast Gloss cold overlaminates

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 3

**CHRYSLER PACIFICA
DODGE CARAVAN
7 PASSENGER VAN
Price Proposal**

In the spaces below, Proposers must submit pricing for all Modules, including prices for on-site (Contractor’s facility) and off-site (Skagit Transit’s facility) installation and removal services for each element contained within each Module. Do not include WA State or local sales tax in the prices below. Actual invoices shall include proper tax. Please ensure all Unit Prices are extended and totaled. **In case of a discrepancy between the unit and extended price, the unit price shall govern.**

Decal Production

Exclusive of tax and labor, the Unit Price shall include everything necessary to produce each decal, including freight and delivery (F.O.B. Destination, Prepaid and Allowed). Freight and delivery shall not be “add-on” costs.

MODULE 3: VANPOOL VANS 7 Passenger Dodge Caravan – Newer Style			
Item Description	QTY	Unit Price	Extended Price
a) 20” x 190” 3-Color Stripe Set w/ Skagit Transit Logo, Vanpool Text & phone# - Per Side	2 ea.	\$	\$
b) 20” x 62” 3-Color Stripe Set w/ Skagit Transit Logo, Vanpool Text, website & phone# - Rear	1 ea.	\$	\$
c) 3-digit vehicle ID numbers, Black, 2”	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

MODULE 3: VANPOOL VANS 7 Passenger Chrysler Pacifica			
Item Description	QTY	Unit Price	Extended Price
a) 21” x 196.5” 3-Color Stripe Set w/Skagit Transit Logo, Vanpool Text & phone# - Per Side	2 ea.	\$	\$
b) 17.7” x 61.6” 3-Color Stripe Set w/Skagit Transit Logo, Vanpool Text & phone# – Rear	1 ea.	\$	\$
c) Website address, White-Window	1 ea.	\$	\$
d) 3-digit vehicle ID numbers, Black, 2”	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 3**

INSTALLATION AND REMOVAL SERVICES

The Unit Price provided below shall be the Contractor’s total labor cost to install, or remove, a complete graphics package per Module, or individual portion thereof, at either Skagit Transit’s or Contractor’s facility.

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 3: VANPOOL VANS 7 Passenger Dodge Caravan – Newer Style				
a) 20” x 190” 3-color stripe set w/Skagit Transit Logo, Vanpool Text & phone# - per side	\$	\$	\$	\$
b) 20” x 62” 3-color stripe set w/Skagit Transit Logo, Vanpool Text, web address and phone# - Rear	\$	\$	\$	\$
c) 3-digit vehicle ID numbers, Black	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

INSTALLATION AND REMOVAL SERVICES

The Unit Price provided below shall be the Contractor’s total labor cost to install, or remove, a complete graphics package per Module, or individual portion thereof, at either Skagit Transit’s or Contractor’s facility.

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 3: VANPOOL VANS 7 Passenger Chrysler Pacifica				
a) 21” x 196.5” 3-Color Stripe Set w/Skagit Transit Logo, Vanpool Text & Phone # - per Side	\$	\$	\$	\$
b) 17/7” x 61.6” 3-Color Strip Set w/Skagit Transit Logo, Vanpool Text and phone# - Rear	\$	\$	\$	\$
c) 3-digit vehicle ID numbers, Black	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

Exhibit B

PROPOSAL FORM / RFP 24-022/ VEHICLE GRAPHICS

MODULE 2 – PARATRANSIT

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

PARATRANSIT
Module 2



PARA Transit Vans
Mini Buses (Dail-A-Rides)

All PARA Transits require Numbers in (3) locations per Vehicles (Black)



New Graphic Package

All Graphics are printed as a complete unit.
Arlon DPF 4600 LX 3.2 mil White High performance
Gloss film w/ X-Scape Air Egress. UV 3220 G 2 mil
Cast Gloss cold overlaminate



Old Graphic Package

3M Scotchlcal Series 220 Premium Films ONLY these vinyls have an effective performance life of 5 to 7 years

3M Vinyl Colors



**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module2**

Price Proposal

In the spaces below, Proposers must submit pricing for all Modules, including prices for on-site (Contractor’s facility) and off-site (Skagit Transit’s facility) installation and removal services for each element contained within each Module. Do not include WA State or local sales tax in the prices below. Actual invoices shall include proper tax. Please ensure all Unit Prices are extended and totaled. **In case of a discrepancy between the unit and extended price, the unit price shall govern.**

DECAL PRODUCTION

Exclusive of tax and labor, the Unit Price shall include everything necessary to produce each decal, including freight and delivery (F.O.B. Destination, Prepaid and Allowed). Freight and delivery shall not be “add-on” costs.

MODULE 2: PARATRANSIT-New Graphic Package			
Item Description	QTY	Unit Price	Extended Price
a) 30” x 292.2” 3-color stripe set w/Skagit Transit Logo – Per Side	2 ea.	\$	\$
b) 10” x 48” 3-color stripe set w/Skagit Transit Logo – Centered, top front	1 ea.	\$	\$
c) 25.8” x 71.8” 3-color stripe set w/Skagit Transit Logo/phone # – Rear	1 ea.	\$	\$
d) 3-digit vehicle I.D. numbers, Black, 4”	3 sets	\$ per set	\$
PACKAGE TOTAL			\$

INSTALLATION AND REMOVAL SERVICES

The Unit Price provided below shall be the Contractor’s total labor cost to install, or remove, a complete graphics package per Module, or individual portion thereof, at either Skagit Transit’s or Contractor’s facility.

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 2: PARATRANSIT- New Graphics				
a) 30” 3-color stripe set w/Skagit Transit Logo – Per Side	\$	\$	\$	\$
b) 3-color stripe set w/Skagit Transit Logo/phone # – Rear	\$	\$	\$	\$
c) 3-digit vehicle I.D. numbers, Black	\$	\$	\$	\$
d) Skagit Transit Logo – Centered, Top Front	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

Exhibit B

**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 1**

MODULE 1 – FULL SIZE BUSES

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 1



SKAGIT TRANSIT

Buses

40' County Connector
35' Proudly Serving
30' Proudly Serving

WHITE	BLACK C	PMS 347C	PMS 7461C




(2) items are currently being Printed on these Buses. County Connector and the Under Score on Proudly Serving. Arlon DPF 4600 LX 3.2 mil White High performance Gloss film w/ X-Scape Air Egress. UV 3220 G 2 mil Cast Gloss cold overlaminat

(1) Back 12.5 x 33.5"



191 192

All Buses require Numbers in (4) locations per Bus 3 Black and One Number in white for the front of Bus

WHITE 220-10	BLACK 228-12	KELLY GREEN 220-06	OLYMPIC BLUE 228-07

3M Scotchcal Series 220 Premium Films ONLY these vinyls have an effective performance life of 5 to 7 years

COUNTY CONNECTOR

connecting Whatcom, Skagit, Island Counties and Everett Station

County Connector is usually on the 40' Bus Back Only

(1) Back 17" x 32.6"

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 1

Full Size Buses cont'd



Full Size Bus- 30Ft, 35Ft, 40Ft Commuter

PRICE PROPOSAL

In the spaces below, Proposers must submit pricing for all Modules, including prices for on-site (Contractor’s facility) and off-site (Skagit Transit’s facility) installation and removal services for each element contained within each Module. Do not include WA State or local sales tax in the prices below. Actual invoices shall include proper tax. Please ensure all Unit Prices are extended and totaled. **In case of a discrepancy between the unit and extended price, the unit price shall govern.**

DECAL PRODUCTION

Exclusive of tax and labor, the Unit Price shall include everything necessary to produce each decal, including freight and delivery (F.O.B. Destination, Prepaid and Allowed). Freight and delivery shall not be “add-on” costs.

MODULE 1: FULL-SIZE BUS – 30’, 35’, 40’ Commuter			
Item Description	QTY	Unit Price	Extended Price
a) 17” x 69.9” Skagit Transit Logo – Per Side	2 ea.	\$	\$
b) 3-digit vehicle I.D. numbers, 3 White + 1 Black, 4”	4 sets	\$ per set	\$
c) 17” x 32.5” County Connector Logo – Rear	1 ea.	\$	\$
d) 12.5” x 33.5” Proudly Serving Logo - Rear	1 ea.	\$	\$

**PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS
Module 1**

Full Size Buses cont'd

INSTALLATION AND REMOVAL SERVICES

The Unit Price provided below shall be the Contractor's total labor cost to install, or remove, a complete graphics package per Module, or individual portion thereof, at either Skagit Transit's or Contractor's facility.

VEHICLE GRAPHICS PACKAGE	INSTALLATION		REMOVAL	
	Unit Price On-Site	Unit Price Off-Site	Unit Price On-Site	Unit Price Off-Site
MODULE 1: FULL-SIZE BUS – 30', 35', 40' Commuter				
a) Skagit Transit Logo – Per Side	\$	\$	\$	\$
b) 3-digit vehicle I.D. numbers, 3 White + 1 Black	\$	\$	\$	\$
c) County Connector or Proudly Serving Logo – Rear	\$	\$	\$	\$
TOTAL COST PER VEHICLE	\$	\$	\$	\$

PROPOSAL FORM / RFP 24-022 / VEHICLE GRAPHICS

7.1 OPTION YEARS – CONTRACT RENEWAL

At the end of the initial three-year term, two (2) additional one-year option terms (Option Years) are allowed in successive one-year increments, upon written agreement. Skagit Transit must receive pricing in this solicitation for all future year options that may be purchased at a later date,

Provide a percentage for each Option Year that will represent the rate of increase for all Module items set forth in Parts 7.1 and 7.2 above.

If not proposing an increase in prices, please mark “N/A” in the appropriate space.

EXAMPLE: If the current term price is \$100.00 and the rate of increase is 7% for the first Option Year, then the price increase will be \$7.00 and the new price for **Option Year One** (the 4th year of the Contract) will be \$107.00. The process repeats for subsequent Option Years.

MODULES	OPTION YEAR 1 (1/1/29 – 12/31/29) Percentage Rate of Price Increase	OPTION YEAR 2 (1/1/30 – 12/31/30) Percentage Rate of Price Increase
1: Full-Size Bus	%	%
2: Paratransit Vans	%	%
3: Vanpool Vans	%	%
4: Staff/Service Vehicles	%	%
5: Safety & Regulatory Decals (Section 4.04)	%	%
Installation Services – On-Site & Off-Site	%	%
Removal Services – On-Site & Off-Site	%	%

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

RFP 24-022 / VEHICLE GRAPHICS

I/WE CERTIFY:

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

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

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

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

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

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

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

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

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

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

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801, ET SEQ. ARE APPLICABLE THERETO.

Exhibit C Page 3

Authorized Signature

Date

Printed Name & Title

Company Name

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public in and for the State of _____,

residing in _____

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

REQUEST FOR CLARIFICATIONS / APPROVED ALTERNATES

RFP #24-022 / VEHICLE GRAPHICS

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

Email to: Procurement@skagittransit.org

Company Name: _____ Requestor: _____

Fax: _____ Phone: _____ E-mail: _____

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

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

Submitted By: _____
Signature

_____ Date

Skagit Transit Response:

Written response to questions attached/faxed to _____ on _____

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

Skagit Transit Comments:

****Optional Use Form****

BIDDERS LIST – DBE and SBE
RFP #24-022 / VEHICLE GRAPHICS
Federal Transit Administration (FTA)

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

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

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

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

Yes No

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

Yes No

How long has your firm been in business? _____


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

- | | |
|--|--|
| <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 |

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

Thank you very much!

****Optional Use Form****

	600 County Shop Lane Burlington, WA 98233 Fax: 360-757-8019	<h2 style="margin: 0;">RFP #24-022</h2> <h3 style="margin: 10px 0 0 0;">VEHICLE GRAPHICS</h3>
If your firm elects to not submit a response to this solicitation, please complete this form and return to: Skagit Transit Procurement Division at procurement@skagittransit.org .		

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


ADDITIONAL REASONS / COMMENTS:

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

****Optional Use Form***

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #24-022
FOR
VEHICLE GRAPHICS
ATTACHMENTS G & H

VEHICLE GRAPHICS RFP #24-022

	600 County Shop Lane Burlington, WA 98233 Ph: 360-757-8801	Purchase Order #	
Project Title:			
Project Location:			
Description of Work: (Attach scope of work and fee proposal)			
Start Date		End Date	
Skagit Transit will pay an amount not to exceed: \$			
Cost Codes			
Account/GL	Distribution	Project	Revenue Source
By signing below Skagit Transit and the Contractor acknowledge that this Work Order is issued under the provisions of the Contract established in response to Request for Proposals 24-022 by Skagit Transit. The services authorized are within the Scope of Work set forth in the Purpose of this Contract. All rights and obligations of the parties shall be subject to and governed by the terms and conditions, Amendments (if applicable), and the executed Contract, including any subsequent modifications, are hereby incorporated by reference as if fully set forth herein.			
Contractor:		Skagit Transit 600 County Shop Lane Burlington, WA 98233	
Signature:		Project Manager/Lead: NTE \$2,500	
Printed Name:		Executive Director: NTE \$10,000	
Title:			
Date:		Date:	

VEHICLE GRAPHICS RFP #24-022

SKAGIT TRANSIT LOGO

PROVIDED FOR

SAMPLE USE ONLY

SEE SECTION 3, INSTRUCTIONS TO PROPOSERS

PART 3.08 (D) – REQUEST FOR SAMPLES

