REQUEST FOR PROPOSALS

VEHICLE PAINTING

SOLICITATION #12-03

RFP RELEASE DATE:
Tuesday, September 7th, 2012

SUBMISSION DEADLINE:
Date: September 28th, 2012
Time: 4:00 p.m.
Place: Longview City Hall (Executive Office), 1525 Broadway, Longview, WA 98632

CONTACT:
Brad Windler
RiverCities Transit Supervisor
Solicitation #12-03
254 Oregon Way
Longview, WA 98632
(360) 442-5607, fax (360) 442-5979
brad.windler@ci.longview.wa.us

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PART I – BIDDING REQUIREMENTS AND GENERAL CONDITIONS

INFORMATION FOR BIDDERS

RiverCities Transit, the public transportation provider in Cowlitz County and hereafter referred to as “RCT”, which is operated by the City of Longview, is requesting proposals from qualified firms to prepare and paint eight (8) 35’ coaches, seventeen (17) vans, and one (1) car. Vendors must have the ability to accommodate a 35’ vehicle.

1. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed proposals for the vehicle repainting must be submitted by September 28th, 2012 at 4:00 p.m. The sealed bid must be received by RiverCities Transit at Longview City Hall (Executive Office), 1525 Broadway, Longview, WA 98632, before the time and date specified in order to be considered. The bidder accepts all risks of late delivery of mailed proposals regardless of fault.

2. PREPARATION OF PROPOSALS

Proposals shall be made on the blank PROPOSAL FORM set forth in this document. The proposal shall be enclosed in a sealed envelope bearing on the outside the name of the bidder, address, and state prominently "PROPOSAL - Solicitation #12-03".

Proposals which contain omissions, erasures or irregularities of any kind may be rejected. Any qualifications, additions, limitation or provision attached to a proposal may render the proposal non-responsive. No oral, telegraphic or telephone proposal or modification will be considered.

3. PROJECT CONTACT

Until the contract is awarded, the proposal, transmittal cover letter, and any other communications concerning the project or the Request for Proposals, must be addressed to:

Brad Windler
RiverCities Transit Supervisor
Solicitation #12-03
254 Oregon Way
Longview, WA 98632
(360) 442-5607, fax (360) 442-5979
brad.windler@ci.longview.wa.us
4. **ACKNOWLEDGMENT OF ADDENDA**

Each bidder is responsible for checking the Builder's Exchange website for addendum that may be posted.

5. **MODIFICATION AND WITHDRAWAL OF PROPOSAL AND CLAIM OF ERROR**

A. A modification of a proposal already received will be considered only if the modification is received prior to the time announced for the submittal of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

B. No bidder may withdraw a proposal after the time and date established for submitting proposals, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) days from the date of opening of proposals. RCT reserves the right to request a bidder to grant an extension of such effective period.

6. **POSTPONEMENT OF OPENING**

RCT reserves the right to postpone the date and time of opening at any time prior to the date and time established herein.

7. **REJECTION OF PROPOSALS**

RCT reserves the right to reject any proposal or all proposals for any reason including, but not limited to, the following: any proposal which is nonconforming, non-responsive, unbalanced, conditional, and to reject the proposal and bid of any proposer if RCT believes it would not be in the best interest of the project to make an award to that proposer, whether because the proposal and bid is not responsive or the proposer is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard established by RCT. RCT also reserves the right to waive as informality any immaterial irregularities in the proposals and bids. RCT reserves the right to reject any proposal which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation; and any proposal for which a bidder fails or neglects to complete and submit any qualification information within the time specified by RCT.

8. **SINGLE PROPOSAL**

If RCT receives a single responsive, responsible proposal, RCT shall have the right in its sole discretion, to extend to the proposal acceptance period for an additional thirty (30)
days and to conduct a price or cost analysis on such bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by RCT to assist in such analysis. By conducting such analysis, RCT shall not be obligated to accept the single bid.

9. BASIS OF AWARD AND AWARD OF CONTRACT

Bids will be evaluated by RCT to determine which bid is the lowest responsive bid by a responsible bidder and which bid, if any, should be accepted in the best interest of RCT.

A. Responsiveness. RCT will consider all the material submitted by the bidder to determine whether the bidder's offering is in compliance with the bidding documents.

B. Responsibility. RCT will consider all material submitted by the bidder, and evidence it may obtain otherwise, to determine whether the bidder, its key personnel, and proposed subcontractors have the qualifications and experience to successfully complete projects of this type.

C. Lowest. RCT will determine the "lowest" amount in accordance with the Bidding Schedule.

10. PROTEST PROCEDURES

Right to Protest. Any actual or prospective proposer, including subcontractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, shall file a protest with the Project Manager. A protest with respect to a Request for Proposals shall be submitted in writing prior to the opening of bids or the closing date for proposals unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals. The protest shall be submitted within seven calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the Project Manager, a written protest may be filed with RCT. Protests filed more than seven calendar days following the receipt of the Project Manager’s written determination will not be accepted.

In order to be considered, a protest shall be in writing and shall include:

A. The name and address of the aggrieved person.

B. The project number and title under which the protest is submitted.

C. A detailed description of the specific grounds for protest and any supporting documentation.

D. The specific ruling or relief requested.
The written protest shall be addressed to RiverCities Transit, 254 Oregon Way, Longview, WA 98632, Attention: Transit Manager, Proposal Protest.

11. **SELECTION CRITERIA**

Bids will be evaluated by RCT using the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>40</td>
</tr>
<tr>
<td>Experience performing similar work</td>
<td>15</td>
</tr>
<tr>
<td>Staff Qualifications to complete the assigned work</td>
<td>15</td>
</tr>
<tr>
<td>Work Plan- the estimated time needed to complete the project and a plan that demonstrates an understanding of the work involved</td>
<td>30</td>
</tr>
</tbody>
</table>
PART II – PROPOSAL DOCUMENTS

BID FORM

The undersigned, as bidder, declares that we have examined all of the Proposal Documents herein contained and that we will contract with RiverCities Transit (referred to as RCT hereafter) on the agreement form provided herewith and at the prices and on the terms and conditions contained herein to do everything necessary for fulfillment of: Vehicle Painting - Solicitation #12-03.

In addition to the Bid Form, we agree that the following shall form a part of this Proposal:
- Bidding Schedule;
- Work Plan
- Staff Qualifications
- Facility Description
- Non-Collusion Affidavit;
- Certificate or proof of E-Verify Enrollment

We agree that our Proposal constitutes an offer to RCT which shall be binding for sixty (60) days from the date of opening of the proposals. If our Proposal is accepted, we agree to sign the agreement form and to furnish the performance bond only on the form contained herein and evidences of insurance required herein within ten days after receipt from RCT of written notice of award of contract.

We certify that we are, at the time of submitting this Proposal and shall remain throughout the period of the Contract, registered and licensed by the state of Washington or Oregon to perform the type of work required under the Proposal Documents. We further certify that we are skilled and regularly engaged in the general class and type of work call for in the Proposal Documents.

We further agree, if our Bid is accepted and a contract is awarded by RCT, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth in the Scope of Work.

We acknowledge that addenda numbers _____ through _____ have been delivered to us and have been taken into account as part of our Bid.

SIGNED this _____ day of __________, 2012.

Firm: __________________________________________
Address: _________________________________________
City/Zip: ______________________ Telephone: ____________
State of Incorporation: ______________________ Print Name: __________________
By(Signature): _________________________________ Title: ______________________
**BIDDING SCHEDULE**

The bidder shall provide pricing for all vehicles. The price listed for each vehicle shall include sales tax. All costs relating to environmental regulations and disposal shall be included as part of the bid amount. The bidder shall offer a Total price for all vehicles. Failure to submit pricing information for individual vehicles and a total pricing for a category of vehicles shall render the proposal non-responsive.

We, the bidder, propose to perform the work under the terms and conditions contained herein for the price set forth below.

### COACHES

1. Vehicle #42-01: $_________ (35' 2002 Gillig Phantom)
2. Vehicle #42-02: $_________ (35' 2002 Gillig Phantom)
7. Vehicle #42-07: $_________ (35' 2007 Gillig Low Floor)
8. Vehicle #42-09: $_________ (35' 2011 Gillig Hybrid Low Floor)

*Total Coach Proposal Price:*

$_________

### VANS

4. Vehicle #42-36: $______________  
   (25’ 2004 Ford ElDorado)

5. Vehicle #42-37: $______________  
   (25’ 2005 Ford ElDorado)

6. Vehicle #42-38: $______________  
   (25’ 2005 Ford ElDorado)

7. Vehicle #42-39: $______________  
   (25’ 2007 Ford ElDorado)

8. Vehicle #42-40: $______________  
   (25’ 2007 Ford ElDorado)

9. Vehicle #42-41: $______________  
   (25’ 2008 Ford ElDorado)

10. Vehicle #42-42: $______________  
    (25’ 2008 Ford ElDorado)

11. Vehicle #42-43: $______________  

12. Vehicle #42-44: $______________  
    (25’ 2010 Ford ElDorado)

13. Vehicle #42-45: $______________  
    (25’ 2010 Ford ElDorado)

    (25’ 2010 Ford ElDorado)

15. Vehicle #42-47: $______________  
    (25’ 2012 Ford ElDorado)

    (25’ 2013 Ford ElDorado)

17. Vehicle #42-49: $______________  
    (25’ 2013 Ford ElDorado)

Total Van Proposal Price:  
$______________________

**CAR**

Vehicle #42-08: $______________  
(2010 Toyota Prius)

Total Car Proposal Price:  
$______________________

Total of All Vehicles:  
$______________________

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*Solicitation #12-03*
STATEMENT OF UNDERSTANDING

Bidders need to include additional information on their staff and facilities to prove their understanding and capability of what is necessary to undertake this work. Bidders should submit the following:

- **Staff information**- Bidder should briefly describe the training, certifications, and work experience of the key staff involved including any work repainting buses or cutaway vans. Bidder should also provide a Project Manager in this section who will be the primary contact between the RCT Project Manager and the Bidder’s firm. This section should be no more than five (5) pages long.

- **Facility information**- Bidder should describe their facilities including the paint booth(s), spraying equipment, and preparation areas utilized for this project. This section should be no more than six (6) pages long, including pictures.

- **Work Plan**- Bidder should describe how they intend to complete the assigned work based upon how they have completed similar projects, staff assignments involved, materials to be used, and the estimated time to paint each vehicle type and the estimated time to complete the entire project. This section should be no more than six (6) pages long, including pictures.

**BID EVALUATION AND CONTRACT AWARD**

In accordance with the provisions of these Proposal Documents, bids will be evaluated to determine the lowest Total Coach Bid and lowest Total Van Bid offered by a responsive, responsible bidder. A contract, or contracts, will be awarded, if at all, based on the lowest Total Bid proposed by a responsive, responsible bidder.

RCT reserves the right to reject any portion of any bid and/or to reject all bids. RCT further reserves the right, but without obligation, to waive informalities and irregularities.

**E-VERIFY CERTIFICATION**

The Contractor shall certify that it does not and will not, during the performance of the contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. The Contractor shall be enrolled in the federal E-Verify program prior to award of the contract and shall provide evidence of enrollment to the City with the submission of the proposal. Prior to execution of any subcontract, the Contractor shall require subcontractor(s) to enroll in the federal E-Verify program. The Contractor and all subcontractors shall use the E-Verify program for all newly hired employees during the length of the contract. Failure to comply with this requirement may lead to suspension of the contract and/or debarment from City of Longview contracts.
NON-COLLUSION AFFIDAVIT

STATE OF ___________________ }  
                           } ss.
COUNTY OF ___________________ }

______________________________, being first duly sworn, on oath says that ( ) he certifies that the proposal above submitted is a genuine and not a sham or collusive proposal, nor made in the interest or on behalf of any person not therein named; and ( ) he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham proposal nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

SIGN HERE: __________________________

Subscribed and sworn before me this _____ day of ______________, 2012

____________________________

Notary Public in and for the State of

____________________________

My commission expires: ______________________

END OF SECTION
PART III – CONTRACT

THIS AGREEMENT, made and entered into this __th day of _____, 20__, between the City of Longview, a municipal corporation of the State of Washington, party of the first part, hereinafter designated as the "City" and __________________ party of the second part, hereinafter called the Contractor.

Total Contract Price: $________________

Line item pricing listed below:

COACHES

1. Vehicle #42-01: $________________
   (35' 2002 Gillig Phantom)

2. Vehicle #42-02: $________________
   (35' 2002 Gillig Phantom)

3. Vehicle #42-03 $________________
   (35' 2002 Gillig Phantom)

4. Vehicle #42-04: $________________
   (35' 2002 Gillig Phantom)

5. Vehicle #42-05: $________________
   (35’ 2003 Gillig Phantom)

6. Vehicle #42-06: $________________
   (35’ 2003 Gillig Phantom)

7. Vehicle #42-07: $________________
   (35’ 2007 Gillig Low Floor)

8. Vehicle #42-09: $________________
   (35’ 2011 Gillig Hybrid Low Floor)

VANS

1. Vehicle # 42-33: $________________
   (25’ 2001 Ford ElDorado)

2. Vehicle #42-34: $________________
   (25’ 2003 Ford ElDorado)

3. Vehicle #42-35: $________________
   (25’ 2004 Ford ElDorado)

4. Vehicle #42-36: $________________
   (25’ 2004 Ford ElDorado)

5. Vehicle #42-37: $________________
   (25’ 2005 Ford ElDorado)

6. Vehicle #42-38: $________________
   (25’ 2005 Ford ElDorado)

7. Vehicle #42-39: $________________
   (25’ 2007 Ford ElDorado)
8. Vehicle #42-40: $________________
   (25' 2007 Ford ElDorado)

9. Vehicle #42-41: $________________
   (25' 2008 Ford ElDorado)

10. Vehicle #42-42: $________________
    (25' 2008 Ford ElDorado)

11. Vehicle #42-43: $________________
    (2004 Dodge Caravan)

12. Vehicle #42-44: $________________
    (25' 2010 Ford ElDorado)

13. Vehicle #42-45: $________________
    (25' 2010 Ford ElDorado)

    (25' 2010 Ford ElDorado)

15. Vehicle #42-47: $________________
    (25' 2012 Ford ElDorado)

16. Vehicle #42-48: $________________
    (25' 2013 Ford ElDorado)

17. Vehicle #42-49: $________________
    (25' 2013 Ford ElDorado)

CAR

Vehicle #42-08: $________________
(2010 Toyota Prius)

WITNESSETH:

That in consideration of the payments, covenants and agreements, hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials and equipment for __________________________________________________________________________, and such other work as may be necessary in connection therewith and in accordance with the plans and specifications or as directed by the Project Manager and in accordance with the Scope of Work and Special Provisions included herein, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, not referred to and by such reference incorporated herein and made part hereof as fully for all purposes here set forth at length, and shall perform any alterations in or additions to the work provided for in this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.
The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Longview.

II. The City hereby promises and agrees with the Contractor to employ, and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The City further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract and every part thereof and any force account work that may be ordered and to pay the same under the terms of this contract and the attached plans and specifications.

III. The Contractor for himself and for his heirs, executors, administrators, and assigns, and successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

V. Payment will be made within thirty (30) days after receipt of a properly prepared invoice. All invoices shall be sent to:

RiverCities Transit
254 Oregon Way
Longview, WA 98632

VI. The City of Longview may terminate this contract under the following circumstances:

A. **Termination for Convenience**: City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract
closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

B. **Termination for Default [Breach or Cause]** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

C. **Opportunity to Cure** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time 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 the City’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

D. **Waiver of Remedies for any Breach** In the event that the City elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

VII. Except as otherwise provided in the Contract, the Contractor must notify the City in writing within thirty (30) days of any dispute arising under the contract which is not disposed of by agreement. All disputes shall be decided by the Transit Manager of RCT who shall indicate his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decisions of the Transit Manager shall be final and conclusive, unless determined by a court
of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as
necessarily to imply bad faith, or not supported by substantial evidence. In connection with any
appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard
within thirty (30) days of the decision, and to offer evidence in support of their appeal. Pending
final decisions of a dispute hereunder, the Contractor shall proceed diligently with the
performance of the contract in accord with the Transit Manager’s decision, and such continued
performance does not in any manner imply acceptance or agreement with that decision by the
Contractor, nor does it infringe upon the Contractor’s right to appeal that decision. This clause
does not preclude consideration of law questions in connection with decisions provided for in the
above paragraph, provided that nothing in this contract shall be construed as making final
decision of any administrative official, representative, or board on a question of law.

VII. No Authority member, officer or employee of RCT shall have any interest, direct
or indirect, in this Agreement or the proceeds thereof.

VIII. This Agreement has been and shall be construed as having been made and
delivered within the State of Washington, and it is agreed by each party hereto that this
Agreement shall be governed by laws of the State of Washington, both as to interpretation and
performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this
Agreement or any provisions thereof shall be initiated and maintained only in any of the courts
of competent jurisdiction in Cowlitz County, Washington.

IX. Waiver of any breach of any term or condition of the Agreement shall not be
deemed a waiver of any prior or subsequent breach. No term or condition of the Agreement shall
be held to be waived, modified or deleted except by an instrument in writing signed by the
parties hereto.

X. If for any reason, any part, term or provision of this Agreement is held by the
court of the United States to be illegal, void or unenforceable, the validity of the remaining
provision shall not be affected, and the rights and obligations of the parties shall be construed
and enforced as if the Agreement did not contain the particular provision held to be invalid.
If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XI. The Contractor shall certify that it does not and will not, during the performance of the contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. The Contractor shall be enrolled in the federal E-Verify program prior to award of the contract and shall provide evidence of enrollment to the City. Prior to execution of any subcontract, the Contractor shall require subcontractor(s) to enroll in the federal E-Verify program. The Contractor and all subcontractors shall use the E-Verify program for all newly hired employees during the length of the contract. Failure to comply with this requirement may lead to suspension of the contract and/or debarment from City of Longview contracts.

XII. The Contractor shall demonstrate that they are in compliance with the following insurance provisions before the City shall sign the contract executing this agreement and shall maintain the insurance coverage required for the duration of the agreement.

**General Requirements**

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best’s Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of thirty-six
(36) months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a “cross liability” provision.

E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insured(s) with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy (ies).

H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.

I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, 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 limits lower than those maintained by the Contractor.
Indemnification/Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products & Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

- $1,000,000 Each Accident
- $1,000,000 Disease - Policy Limit
- $1,000,000 Disease - Each Employee

Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

- $1,000,000 combined single limit

Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
Self-Insurance

Should Contractor be self-insured for any liability coverage, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable—stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter shall advise how Contractor would protect and defend the Contracting Agency as an Additional Insured in their Self-Insured layer, and include claims-handling directions in the event of a claim.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, on the day and year first below written and the Mayor and the City Council of the City of Longview have caused this instrument to be executed by an in the name of the said Mayor and the said City of Longview the day and year first above written.

__________________________________________

Contractor

Foregoing contract approved and ratified. _______________, 20__

Attest:

__________________________________________

CITY OF LONGVIEW

By______________________________

Approved as to form:

______________________________, 20__

__________________________________________

City Attorney
PART IV – Scope of Work

GENERAL REQUIREMENTS

RiverCities Transit, hereafter referred to as “RCT”, is seeking bids for the repainting of its fleet. The total number of vehicles is eight (8) coaches, seventeen (17) vans, and one (1) car. The specific painting criteria are outlined in the specifications below. The successful bidder and all subcontractors, hereafter collectively referred to as “Contractor”, must adhere to the paint manufacturer’s warranty of gloss retention, durability of top coat and adhesion within normal environmental conditions.

Contractor shall be in compliance with all local, state, and federal laws regarding the Southwest Clean Air Agency, DOE, and EPA.

The contractor selected for the coach contract must have a paint booth large enough to accommodate a 35-foot vehicle.

1. General Terms

1.1 Staff Contacts

1.1.1 Contractor shall designate a Project Manager who shall serve as the primary contact, including as liaison with any sub-contractors, for the RCT Project Manager for the duration of this contract. Contractor shall provide written notice of any staff changes.

1.1.2 RCT has designated a Project Manager. RCT reserves the right to change the staff assigned as Project Manager.

1.1.3 Any prospective bidder wishing to arrange a site visit to look at the vehicles in question can arrange a one hour visit by contacting the RCT project manager listed on page 4 of this solicitation. The RCT project manager will arrange a time for a site visit and accompany the prospective bidder. A site visit is not required in order to submit a bid.

1.2 Duration of Work

1.2.1 The RCT project manager will issue a Notice To Proceed to the contractor within two business days after receiving the contract signed by all parties. The first vehicle for painting should be picked up by the vendor within 5 business days of receiving the Notice To Proceed.

1.2.2 All work on this project should be completed by the vendor no later than two hundred and seventy (270) calendar days after the Notice To Proceed.

1.2.3 Due to limited coach inventory, contractor will only be allowed to paint up to two (2) coaches at a time. A coach must be returned to RCT ready for service before the next coach can be removed from service. It may be possible to have multiple vans (limit two) painted at the same time with two (2) weeks advance notice.

1.2.4 Contractor shall complete work on each individual vehicle within twenty-one (21) calendar days of it being delivered to the vendor. The contractor
will be responsible for liquidated damages resulting from a delay past the completion deadline as stated in section 1.4.

1.3 Vehicle Transportation

1.3.1 Contractor shall be responsible for transporting all vehicles to and from the City of Longview vehicle shop for painting.

1.3.2 Contractor shall provide properly licensed drivers and comply with insurance requirements.

1.3.3 Contractor is solely responsible for repairing or replacing equipment damaged or destroyed while the vehicle is under the Contractor’s control.

1.4 Liquidated Damages

Immediately upon encountering any difficulties which threaten to delay the completion date of a vehicle, vehicles, or the final completion of the project, the Contractor shall notify RCT in writing and therein (a) state the facts concerning the contemplated delay and (b) request written acceptance of the delay by RCT. Any RCT acceptance must be in writing to be effective and shall constitute a change order to this contract.

The contractor shall be entitled to a reasonable extension of time from RCT for the delays caused by damage to the contractor’s and/or RCT's property caused by fire, lightning, earthquakes, tornadoes and other extreme weather conditions, power failures, riots, acts of war and strikes and lockouts beyond the control of the contractor and his subcontractors.

Absent written acceptance by RCT, any delay other than one mentioned in the previous paragraph shall constitute a breach of the contractor's contractual obligation and RCT may recover liquidated damages for this breach.

The amount of liquidated damages shall be $50.00 per vehicle for each calendar day late. Contractor agrees that actual damages would be uncertain and difficult to ascertain, that the amount stipulated is reasonable, and that such amount does not constitute a penalty. These damages may be deducted from any monies due, or which may thereafter become due, to the contractor under this or any other contract, or may be separately recovered.

2. EQUIPMENT TO BE PAINTED

The vehicles to be repainted consist of eight (8) coaches, seventeen (17) vans, and one (1) car. The specific vehicle types and sizes are as follows:

Six (6) 2002-03 35’ Gillig Phantoms
One (1) 2009 35’ Gillig Low Floor
One (1) 2011 35’ Gillig Hybrid Low Floor
Ten (10) 2001-08 25’ Ford ElDorado
One (1) 2009 Dodge Caravan
Six (6) 2010-2013 25’ Ford ElDorado
One (1) 2010 Toyota Prius
3. PAINT SCHEME, COLORS AND CODES/PRIMERS AND SEALERS

3.1 Paint Scheme

3.1.1 RCT has established standards and product requirements for this contract in order to maintain quality and consistency of fleet appearance. DuPont products, or an approved equal, are required.

- White: Vendor to recommend a color
- Blue: Match Color to Pantone Blue 280
- Gray: Match Color to Pantone Cool Gray 8

DuPont Imron 5000 for overall finish topcoats.

3.1.2 Within five (5) business days of contract award, the contractor is required to provide a color board for approval by RCT for the vehicle paint scheme.

3.1.3 RCT will supply to the contractor drawings of the front, back, and both sides of each vehicle type to be painted. See Appendix A for drawings.

3.1.4 The Toyota Prius is to be painted in a solid Blue according to the color board approved by RCT. The exact color should be as close as possible to the “Deep Impact Blue” color now in use by Ford on the Ford Explorer.

3.1.5 The vans listed as #42-48 and #42-49 will be newly delivered vans that will have no decals or vinyl needing removal.

3.2 Request for Approved Equals

3.2.1 References to a brand name product are intended to indicate an acceptable quality level. An equal quality product may be acceptable but only with the prior approval of RCT.

3.2.2 RCT reserves the right to accept or reject any or all variances.

4. MINIMUM CONTRACTOR QUALIFICATIONS

4.1 The contractor must be a DuPont Certified Commercial Refinisher or hold similar refinishing certification and may be required to provide proof that minimum qualifications are met.

4.2 The contractor shall have a shop facility with a paint booth large enough to accommodate a 35-foot vehicle.

4.3 Prior to award, RCT may inspect the contractor’s facility and equipment prior to award to ensure that all of the services are being performed in a manner consistent with this proposal.
4.4 The contractor is required to provide information and qualifications for subcontractors as part of the bid package. All subcontractors must be approved by RCT in advance of performing work.

5. **VEHICLE PAINTING SPECIFICATIONS**

5.1 The contractor will remove all exterior vinyl decals and reflecting tapes prior to painting.

5.2 The contractor will prepare and sand existing paint finish as required to properly apply finishes and to specified conditions required by RCT as follows:

5.2.1 Any broken, chipped, or damaged paint shall be prepared and restored to new or undamaged conditions.

5.2.2 Any exposed or damaged bare metal shall be sanded or restored to new or undamaged conditions.

5.2.3 Any exposed or bare metal shall be prepared or treated with products specified by RCT.

5.3 The contractor will re-caulk any open seams, joints, wheel opening skirting to body, and any other visible areas of water penetration. Caulking materials must be of final finish manufacturer’s specifications, and not to become brittle, separate, peel, or seep onto final finish.

5.4 Contractor will remove bumpers, bike racks, and advertising frames before painting and reinstall said components after painting.

5.5 The Contractor will remove all exterior lights before painting and reinstall after painting is complete.

5.6 **Exterior Paint Refinish**

5.6.1 All metals and fiberglass exterior surfaces will be thoroughly cleaned by methods in accordance with the paint manufacturer’s recommendations immediately before the first coat of the overall sealer is applied.

5.6.2 Bus exteriors will be painted to the paint scheme submitted by RCT. Minor variations to this paint scheme may be required in order to accommodate the specific styling and construction of RCT’s fleet. Variations must be approved by RCT.

5.6.3 The exterior of the buses will be finished with polyurethane enamel. All wax and grease removers, primers, sealers, paint, and any other systems used, will be of the same manufacturer (or recommended by the same manufacturer) to assure chemical bond, adhesion, and overall gloss retention. This is to assure full mainstream seven (7) year warranty by the
product manufacturer and by the painting contractor. Finish coat thickness and application methods will be as specified by the final finish manufacturer.

a. All bare metal treatments, primers, and sealers applied before the finish coat shall be approved as to material, thickness, and application by the manufacturer of the final finish.

b. All surface preparations shall be similarly approved by the manufacturer of the final finish.

5.6.5 The finish coat will be free of runs, dirt, sags, areas of low or no gloss and other imperfections.

5.6.6 There shall be no bare or exposed metal surfaces showing on the exterior of the buses, exclusive of factory ornamentation, accessories, and bumpers. There will be no contractor’s name or insignia applied on the exterior of the buses.

6. HIDDEN DAMAGE AND SUPPLEMENTAL BODY WORK

6.1 Hidden Damage

In the event hidden damage is discovered when preparing a vehicle for painting, the contractor shall immediately notify RCT with an estimate. RCT may choose to inspect any such damage. RCT may have the contractor perform body work in addition to the repaint and will notify the contractor of such work.

6.2 Supplemental Body Work

If RCT requires additional body work performed, the contractor shall prepare an estimate (broken down by individual line item prices – parts, supplies, labor) of such work and submit it to RCT with forty-eight (48) hours of receiving the vehicle. The contractor shall also include a request for any additional time should the work require an extension of the twenty-one (21) calendar day completion deadline. A revised deadline and price must be approved by RCT for the additional work, which will be separate from the regular pricing for painting.

7. WORK ACCEPTANCE AND PROJECT CLOSEOUT

7.1 Acceptance of Finished Product

Prior to acceptance of the finished product, the RCT project manager will inspect the vehicle to ensure it is free of overspray, dust, dirt and any other contaminants. RCT reserves the right to have other designated personnel inspect with the project manager. Should the work not meet the specifications and acceptance standards, the contractor shall be responsible for any rework corrections. Such corrections or rework will be at the contractor’s expense. Dependent upon the completion timeframe, liquidated damages may apply.

7.2 Warranty

Manufacturer’s standard warranties shall apply. Contractor shall provide a seven (7) year warranty on all work and products used to complete this project.
7.3 Disposal of Waste

Disposal of all waste must be in compliance with Environmental Protection Agency Requirements. All costs relating to environmental regulations and disposal shall be included as part of the bid amount.
APPENDIX A - VEHICLE DRAWINGS

#42-01 - #42-06

Solicitation #12-03

RiverCities Transit

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale