



**INVITATION TO BID
FOR**

No. 2024-25 Locally Funded Hybrid Components

March 20, 2024

QUESTIONS DUE:

Friday, March 29, 2024, at 5:00 p.m.

BIDS DUE:

Thursday, April 11, 2024, at 3:00 p.m.

10600 NE 51st Circle
Vancouver WA 98682

CONTACT:

Procurement@c-tran.org

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1 INVITATION TO BIDS (ITB)

Sealed bids for the purchase of Locally Funded Hybrid Components will be received in the Clark County Public Transportation Benefit Area (dba C-TRAN) Administration Office, 10600 NE 51st Circle, Vancouver, Washington 98682, until 3:00 p.m. (local time) Thursday, April 11, 2024, and publicly opened at 3:00 p.m. on the same day and read aloud.

C-TRAN, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of C-TRAN would be served. The Contract will be awarded to the Bidder submitting the lowest total price meeting C-TRAN specifications. The Bidder shall also be deemed responsive and responsible. If the lowest Bidder is found to be non-responsive or non-responsible, its bid will be rejected, and the next lowest Bidder will be evaluated for responsiveness and responsibility.

1.1 Anticipated Schedule

Below is the anticipated schedule C-TRAN expects for Contract Award. C-TRAN reserves the right to change the dates as it deems necessary.

ITB Advertised:	March 20, 2024
Questions due:	March 29, 2024, at 5:00 p.m.
Bid Opening:	April 11, 2024, at 3:00 p.m.
Board Meeting (Contract Award):	May 14, 2024
Contract Protest Period Ends:	May 21, 2024
Notice to Proceed:	May 22, 2024

1.2 Cooperative Purchasing

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this ITB, Contractors agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without C-TRAN incurring any financial or legal liability for such purchases. C-TRAN agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that C-TRAN is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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2 INSTRUCTIONS TO BIDDERS

2.1 Submission of Bids

Sealed bids will be received by C-TRAN up to the hour of 3:00 p.m., Thursday, April 11, 2024. No bids will be accepted after the time specified and will be returned to the Bidder unopened.

Bids shall have the name and address for delivery as follows:

2024-25 Locally Funded Hybrid Components

C-TRAN

Attn: Procurement

10600 NE 51st Circle

Vancouver, WA 98682

C-TRAN assumes no responsibility for delay in the delivery. Bids submitted by mail should, therefore, be mailed in ample time to arrive before the actual due date and time.

If the Contractor is unable to submit a bid, C-TRAN requests that they complete the No Bid Form, Attachment C, to assist C-TRAN in future procurements.

Bids will be publicly opened and read aloud at 3:00 p.m. (local time) on the same day using Microsoft Teams.

Microsoft Teams Meeting

Join on your computer or mobile app

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTE4MWNkMzctM2RmZC00YmlyLThmZWItMTg5MzY1YTnkMmE2%40thead.v2/0?context=%7b%22id%22%3a%22f08eec6c-9496-4f32-bdf1-97e8d57b23dc%22%2c%22oid%22%3a%225c5962ec-30bf-4b61-9f49-9c91c70935d7%22%7d

Meeting ID: 283 491 800 751

Passcode: JsfrLY

Or call in (audio only)

[+1 360-524-6872,,370407673#](tel:+13605246872370407673) United States, Seattle

Phone Conference ID: 370 407 673#

Bids will not be accepted via electronic mail or facsimile machine. Any bids received electronically will be rejected.

2.1.1 Required Submittals

The following items, which are contained in Attachments A-1 through A-5, shall be completed and submitted to C-TRAN:

- A-1 Bid Form
- A-2 Certification Regarding Ineligible Contractors
- A-3 Non-Collusion Affidavit
- A-4 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
- A-5 Bidders List and Subcontractor Information

Failure to submit the forms listed above will result in your bid being deemed non-responsive.

2.2 Receipt of Bids

Bids received shall be kept unopened until the time fixed for the Bid Opening. If Bid Opening is postponed any Bidder whose bid is already submitted to C-TRAN shall be afforded the opportunity to revise or withdraw its bid.

2.3 Interpretation of Bid Documents

No oral interpretations will be made to any Bidder as to the meaning of the Contract documents. Any clarification desired by a Bidder regarding the meaning or interpretation of the bid or contract requirements must be requested in written form and received by C-TRAN by 5:00 p.m. on March 29, 2024, days in advance of the Bid Opening. Any questions submitted after the specified time will be addressed at the discretion of C-TRAN.

Bidders shall immediately notify C-TRAN of any ambiguity, error, or omission they may discover upon examination of the bid and Contract documents.

Requests for clarification or reports of ambiguity, errors, or omissions should be e-mailed to Procurement Coordinator, C-TRAN at procurement@c-tran.org.

2.4 Request for Specification Changes

All specification changes or clarifications requested must be received by C-TRAN for approval, by 5:00 p.m. on March 29, 2024. Requests shall consist of a single sheet (or sheets, if required) for each item, shall give the specific data need for consideration or approval, and shall be submitted on the form labeled Attachment B in this document. All pertinent data listed in the specifications shall be furnished, including all special features. Approval of requested changes will be included in an Addendum. No other form of approval shall be valid.

2.5 Procurement Protest Procedures

Bidders or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding (1) a provision of the Invitation to Bid or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection.

The following timelines apply when submitting a protest:

- Protests regarding pre-bid actions shall be filed no later than seven (7) days before the Bid Opening.
- Protests regarding alleged improprieties apparent upon Bid Opening shall be filed no later than five (5) days after the bid due date.
- Protests regarding the Contract Award shall be filed no later than five (5) days after Contract Award by C-TRAN's Board of Directors or notice of apparent successful Proposer, whichever is earlier.

Copies of C-TRAN's protest procedures may be requested from the Procurement department at procurement@c-tran.org.

2.6 Addendum

C-TRAN reserves the right to make changes to the bid requirements as deemed appropriate and such revisions will be announced by an Addendum to the bid documents. In addition, any information given to a prospective Bidder concerning a request for clarification will be furnished to all prospective Bidders as an Addendum to the bid documents. Copies of all Addendums shall be posted to C-TRAN's website. All such Addendums shall become part of the Contract.

It is the sole responsibility of the Bidder to learn of Addendum, if any. C-TRAN accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses. Failure to acknowledge addenda may result in the proposal being deemed nonresponsive.

2.7 Bid Validity

The bid shall be considered current and a valid offer and may not be withdrawn for a period of 60 consecutive calendar days following the opening of bids, unless the Bidder is given written notice that its bid is unacceptable, or unless the award of contract is delayed for a period exceeding 60 calendar days.

2.8 Modification of Bid

A modification of a bid already received will be considered only if the modification is received prior to the time announced for submitting bids. Written modifications shall be executed and submitted in the same form and manner as the original bid. The modification must be clearly marked so as not to confuse it with the original bid.

Oral, telephonic, electronic and/or facsimile modifications of bids are prohibited.

2.9 Withdrawal of Bid

A bid may be withdrawn by written notice if received at the C-TRAN Administration Office no later than the exact time set for Bid Opening. A bid may be withdrawn in person by a Bidder or its authorized representative, provided his/her identity is made known, he/she signs a receipt for the bid and provides a written notice, if withdrawn prior to the specified time for opening of bids.

2.9.1 Claim of Error

No consideration will be given by C-TRAN to a request for withdrawal of bid due to a claim of error in a bid unless written notice of such claim, including cost breakdown sheets, are delivered to C-TRAN within 48 hours after the opening of bids.

2.10 Rejection of Bids

C-TRAN reserves the right to reject any and all bids. Reasons for rejection include, but are not limited to, nonresponsive bid, incomplete, obscure, irregular, or impose modifying conditions, any bid which omits any one or more items on which bids are required; any bid which omits unit prices, if required; any bid in which, in the opinion of C-TRAN, the unit prices are unbalanced. Any bid that is not signed by an authorized representative will be deemed non-responsive and be rejected accordingly. Each Bidder shall be notified if all bids are rejected. In addition, C-TRAN reserves the right to waive any minor informalities of this call if the interest of C-TRAN would be served.

2.11 Award of Bids

Award of the Contract shall not be made until all required approvals have been obtained including, but not limited to, formal award of this Contract by C-TRAN's Board of Directors and evaluation of the bids has been completed. C-TRAN shall make a Contract Award by written or electronic notice, within the time for acceptance specified in the bid or an extension and to the responsible Bidder whose bid, conforming to the invitation, is the lowest priced. Contract Award notification will include the contract document (see Sample Contract, Attachment D) for execution by the Bidder.

2.12 Single Bid

In the event a single bid is received, C-TRAN will conduct a price or cost analysis of the bid and may make the award by negotiation or reject the bid and readvertise. The sole Bidder shall provide such information, data, and other documentation as deemed necessary by C-TRAN for such analysis. C-TRAN reserves the right to reject a single bid if, in C-TRAN's determination, the bid does not represent a reasonable price for the supplies and services.

2.13 Equal Bids

In the event that two (2) or more bids shall be equal in all respects, C-TRAN reserves the right to make the award by drawing lots between such Bidders.

2.14 Responsibility

C-TRAN may only make awards to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the Contract. C-TRAN will evaluate the responsibility of the apparent low Bidder after receipt of bids and prior to the time of Contract Award. Bidders must demonstrate that they qualify as responsible under the standards of

49 USC § 5325(j) and that proposed subcontractors also qualify as responsible. To be deemed responsible, a prospective Contractor must meet all of the following requirements:

- Have the financial resources adequate to perform the contract or the ability to obtain them;
- Have the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- Be in compliance with applicable licensing and tax laws and regulations;
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- Be in compliance with applicable DBE requirements; and
- Have other qualifications necessary to receive an award under applicable laws and regulations.

C-TRAN may request additional document in order to make a determination of responsibility. C-TRAN will consider all material submitted by the Bidder, and any evidence it may otherwise obtain, to determine whether the Bidder is capable of and has a history of successfully completing similar contracts. Refusal to provide requested information may cause the bid to be rejected.

2.15 Award

Award of the Contract shall not be made until evaluation of the bids has been completed and all required approvals have been obtained including, but not limited to, formal award of this Contract by C-TRAN's Board of Directors if applicable. C-TRAN shall make a Contract Award by written or electronic notice, within the time for acceptance specified in the bid or an extension and to the responsible Bidder whose bid, conforming to the invitation, is the lowest priced. Contract Award notification will include the Contract document (see Sample Contract, Attachment D) for execution by the Bidder.

3 EVALUATION OF BIDS

3.1 Omissions and Unapproved Substitutions

No bid may be conditioned in whole or in part on the revision or omission of any requirement or provision in any part of the bid documents. In addition, no bid may be based on any unapproved substitution for an item specified in the bid documents or any other requirement or provision not contained in the bid documents. Such bids shall be considered nonconforming and may be rejected accordingly.

3.2 Alterations

Any addition, limitation, or provision attached to the Bid may render it nonresponsive and cause its rejection. Alteration may not be made by erasure; interlineations must be initialed in ink by the party signing the bid.

3.3 Conditional or Alternative Bids

Conditional bids, or those which take exception to these specifications, will be considered non-responsive and will be rejected.

Alternate bids will not be considered, except as specifically stated in the specifications or Addendum.

3.4 Responsiveness

C-TRAN will consider all materials submitted by the Bidder to determine whether the offer is in full compliance with all Contract documents.

3.5 Responsibility

C-TRAN will consider all material submitted by the Bidder, and any evidence it may otherwise obtain, to determine whether the Bidder is capable of and has a history of successfully completing similar contracts. The following elements may be given consideration in determining responsibility:

- The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
- Whether the Bidder can perform the Contract within the time specified;
- The quality of performance by the Bidder on previous and similar contracts; and
- Such other information as may be secured having a bearing on the decisions to award the Contract.

If requested, Bidders shall furnish acceptable evidence of their ability to perform, such as a list of customers within a 50-mile radius of the Portland/Vancouver metropolitan area; firm commitments by subcontractors, equipment, suppliers, and facilities; and the ability to obtain any

necessary personnel when requested by C-TRAN. Refusal to provide such information upon request may cause the bid to be rejected.

3.6 Bid Price

The bid price shall include everything necessary for the execution and completion of the Contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, and labor, except as may be provided otherwise in the Contract documents. The unit bid price shall prevail in the event that the Bidder erred in calculating the total price.

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4 TECHNICAL SPECIFICATIONS

C-TRAN is seeking competitive bids from qualified vendors to provide Allison Hybrid Parts. This is a requirements Contract. Parts will be ordered on an as-needed basis.

4.1 Fleet Description

The items that are being purchased from this competitive bid process will be supporting C-TRAN's Gillig bus fleet of hybrid vehicles.

4.2 Approved Parts

All parts must be from the Original Equipment Manufacturer (OEM), or an approved equal. Parts from other manufacturers must be submitted for approval as specified in Section 1 of this ITB. Substitutions requested after Award will only be allowed when the originally-bid part is no longer available or at C-TRAN's discretion. Unless otherwise specified, all items shall be new and unused and of current production.

4.3 Standard Ordering and Delivery

C-TRAN will issue a purchase order to the vendor to commence an order. For standard delivery, Contractor shall commence the order within three (3) days of order placement. Contractor shall provide an estimated time of arrival (ETA) within seven (7) business days of receiving the purchase order.

4.4 Notification of Delay

If, for any reason, Contractor is unable to provide the requested part(s) within the stated time, or if the delivery will be delayed for any reason, Contractor shall so advise C-TRAN, stating the reason and a new estimated time of arrival. In the event Contractor is not able to provide the component within a reasonable time, C-TRAN will contact another Contractor to provide the needed component.

4.5 Warranty

All products shall be covered by OEM warranty, commencing from date of installation or six (6) months from purchase, whichever is earlier. Warranty Claims made by C-TRAN shall be resolved within ten (10) days of receipt of the claim. Warranty claims, except those warranty items being negotiated, which remain unpaid after 30 days of the claim submittal date, will be charged 1% per month until the claim is paid. Payment of warranty claims shall be by credit memo only. Warranty claims remaining unpaid more than 90 days after receipt of claim will be deducted from any amount due to Contractor.

4.6 Term

The term of this Contract shall begin upon the issuance of the Notice to Proceed and continue through May 31, 2025. Orders placed before the end date of the term shall be fulfilled no later than 60 days from the end date. The Contract may be extended for four (4) one(1) year contracts.

4.7 Pricing

The most common parts obtained by C-TRAN have been listed in the Price Form. Additional parts may be procured by C-TRAN at cost plus markup. Pricing shall remain firm during the first year of the Contract. Each year, with a minimum of 60 calendar days advanced written notice, Contractor may request a price increase to commence upon the anniversary of the Contract start date. Price increases shall not exceed the Produce Price Index annual increase for the goods sold.

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5 C-TRAN GENERAL CONDITIONS

5.1 Approval by C-TRAN

The work shall be executed under the direction and supervision of the C-TRAN Chief Executive Officer (CEO) and their properly authorized agents on whose inspection all work shall be accepted or condemned. The C-TRAN CEO shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Invitation to Bid (ITB).

5.2 Conformance to Specifications

All Bidder(s) must conform to the final approved specifications. The product furnished must be of first quality, and the workmanship must be the best obtainable in the various trades.

The design of the equipment which the manufacturer proposes to furnish must be such as to produce components of substantial, safe, durable construction in all aspects.

5.3 Compliance

All equipment and components shall be in complete compliance with all requirements of the laws of the State of Washington and federal regulations.

Should the federal government reinstitute wage-price regulations which are applicable to the sale of this equipment pursuant to this bid, Bidder/Contractor shall comply with the provisions of such laws and regulations that may be adopted.

5.4 Title

The Contractor shall warrant to C-TRAN, its successors, and assignees that the title to the material, supplies, and/or equipment covered by the Contract, when delivered to C-TRAN or its successors or assignees, shall be free from all liens and encumbrances.

5.5 Assumption of Risk of Loss

C-TRAN shall assume risk of loss of the equipment on delivery to C-TRAN. Prior to this delivery or release, the Contractor shall have the risk of loss of the equipment, including any damages sustained during shipment.

5.6 Inspection of Supplies and Workmanship

All supplies or workmanship shall be subject to inspection and testing by C-TRAN to the extent practicable and in any event prior to acceptance by C-TRAN. In case of defective material, workmanship, or nonconformity to this Contract, C-TRAN shall have the right either to reject them or require their corrections.

5.7 Modifications

Any bids by Bidders that vary or add to the bidding or contract documents shall be construed as additional terms or modifications and shall not become part of the bid or contract unless accepted in writing. Notice is hereby given of C-TRAN's objection to such additional terms or modifications unless they are specifically accepted in writing by C-TRAN. Any proposed changed shall be submitted to the appropriate public body for its prior approval.

This Contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between C-TRAN and the Contactor as outlined below.

The C-TRAN CEO may at any time, by a written order and without notice to the sureties, make changes within the general scope of the final contract as related to this bid document in the list of work described in Attachment A-1 of these specifications. Increases or decreases in compensation shall be allowed for such changes in work according to the method defined in the "Terms of Payment" section. Any claim by the successful Bidder for adjustment under this clause must be asserted within 30 days of the date of receipt by the successful Bidder of the notification of change, provided, however, that if the C-TRAN CEO decides that the facts justify such action, C-TRAN may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN CEO endorsed thereon or attached thereto.

5.8 Terms of Payment

C-TRAN will pay to the Contractor, at the times and in the manner herein provided, the price(s) set forth in the Contract for the work furnished pursuant to the contract documents, and the Contractor agrees to accept said sum(s) as full and final payment for all labor, materials, supplies, equipment, transportation, overhead, profit, taxes, duties, and charges of any nature incurred by Contractor in performing its obligations under the Contract or arising there from.

Bid prices quoted are to be quoted on an FOB destination basis at C-TRAN's Maintenance Facility. Therefore, bid prices shall include all freight charges.

Upon completion of work specified in the Contract, the Contractor shall submit an original invoice detailing the quantity and material supplied.

5.9 Availability of Funds

C-TRAN has adequate funds to meet its obligations under this Agreement during the current fiscal year and intends to maintain this Agreement for the full period set forth. C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence.

The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

5.10 Choice of Law

This Contract shall be governed by the laws of the State of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington. Should any legal action, litigation or arbitration become necessary, the non-prevailing party shall pay any and all fees.

5.11 Prohibited Interest

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements. Additionally, no member, officer, or employee of C-TRAN during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

5.12 Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its Contractors, subcontractors, and the employees thereof shall not in any manner be deemed to be employees of C-TRAN.

As such, the employees of the Contractor, its contractors, and subcontractors, shall not be subject to any withholding for tax, social security, or other purposes by C-TRAN, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or the like from C-TRAN.

5.13 Taxes

As a municipal corporation, C-TRAN is exempt from federal excise taxes. Federal Exemption Certificates will be furnished if so requested.

Unless otherwise provided in the Contract documents, the Contractor shall pay all sales, use, and similar taxes which are legally enacted at the time bids are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

5.14 Indemnification

The Contractor shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the Contract by the Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including but not limited to, payment of all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

If the injured claimant is one of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and C-TRAN.

5.15 Duty to Inform

If at any time during the performance of this Contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of C-TRAN's rights.

5.16 Notices and Communications

All notices required to be given under the Contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN's Project Manager as specified in the Contract.

5.17 Defective or Damaged Work and Damages

If any work is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including transportation charges for the same, plus the labor for the removal of said parts, shall be free of all costs to C-TRAN. If C-TRAN finds it necessary to perform any work on any equipment which should have been done by the Contractor within the intent of these specifications, the Contractor agrees to reimburse C-TRAN all costs incident thereto, including materials, labor, and overhead.

If the Contractor shall fail to comply promptly with any order by C-TRAN to repair, replace or correct damaged or defective work, then the C-TRAN CEO shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or become due to the Contractor.

All loss or damage arising from any unforeseen obstructions or difficulties, either natural or artificial, which may be encountered in the prosecution of the work or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final acceptance of the work or the supply of materials or equipment or from any act or omission not authorized by the Contract or by the Contractor or any agent or person employed by the Contractor, shall be sustained by the Contractor.

Acceptance of any equipment or components shall not release the Contractor from liability for faulty workmanship or materials appearing, even after the final payment has been made. C-TRAN reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship, which do not conform to the specifications. However, C-TRAN is under no duty to make such inspection and if no such inspection is made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

5.18 Warranty of Work

The Contractor warrants to C-TRAN that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by C-TRAN, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of three (3) years after final payment by C-TRAN and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to C-TRAN.

5.19 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event (1) C-TRAN shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract; or (2) C-TRAN shall direct the Contractor to remove any equipment delivered by the Contractor and refund to C-TRAN any amounts paid by C-TRAN to the Contractor, and C-TRAN shall have no further liability to the Contractor. In any case, either by reletting or otherwise, the Contractor and its surety bondsperson shall be liable to C-TRAN for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

5.20 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the Contract if such failure arises out of

causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, C-TRAN shall make a mutually acceptable revision in the project schedule.

5.21 Termination of Contract

5.21.1 Termination of Convenience

C-TRAN may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. 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 to C-TRAN its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to C-TRAN, the Contractor will account for the same and dispose of it in the manner C-TRAN directs.

5.21.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Bid Documents, Specifications, and Contract, C-TRAN reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part.

Termination shall be affected 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 services performed in accordance with the manner of performance set forth in the Contract.

Any failure to make progress which significantly endangers performance of the project within a reasonable time shall be deemed to be a violation of the terms of this Contract.

If it is later determined by C-TRAN that the Contractor had an excusable reason for not performing, such a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, C-TRAN, 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.

5.22 Breaches and Dispute Resolution

5.22.1 Disputes

Disputes arising in the performance of this Contract, including but not limited to the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the Contractor initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

5.22.2 Performance during Dispute

Unless otherwise directed by C-TRAN, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

5.22.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

5.22.4 Remedies

All claims, counterclaims, disputes, and other matters in question between C-TRAN and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

5.22.5 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under 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 C-TRAN 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 there under, except as may be specifically agreed in writing.

5.23 Claims

Claims arising under this Contract shall be submitted in writing. C-TRAN shall respond to Contractor's claim within 45 calendar days of its receipt of the claim by either:

- Approving the claim;
- Denying the claim;
- Requesting necessary information from the Contractor to enable C-TRAN to resolve the claim within 45 calendar days of its receipt of the requested information; or
- Determine that the claim presents a disputed issue of fact which must be resolved in accordance with the Disputes section of this Contract.

Contractor agrees to consolidate any claim or dispute involving multiple parties involved in this Project and shall require that the inclusion of the Disputes sections and this section in other interrelated contracts to which they become a party in this Project.

Remainder of this page left intentionally blank

6 ATTACHMENTS: REQUIRED CONTRACT CERTIFICATIONS, CLAUSES, AND OTHER INFORMATION

All submittals must include the forms listed below and included as Attachment A. Failure to submit the required forms with your submittal may render your response non-responsive and therefore void.

- A-1 Bid Form
- A-2 Certification Regarding Ineligible Contractors
- A-3 Non-Collusion Affidavit
- A-4 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
- A-5 Bidders List and Subcontractor Information

Attachment B includes a form for any Specification Change Requests. These requests must be submitted using the form provided by the deadline for questions at 5:00 p.m. on March 29, 2024.

Attachment C includes a No Bid Form. If the Contractor is unable to submit a bid, C-TRAN requests that they complete the No Bid Form to assist C-TRAN in future procurements.

Attachment D includes a sample contract containing required contract clauses.

Remainder of this page left intentionally blank



BID FORM

Date _____

The undersigned hereby certifies that Bidder has read and thoroughly understands the specifications and contract governing the scope of work provided in the bid documents for:

2024-25 Locally Funded Hybrid Components

and has read and thoroughly understands the plans and specifications and contract governing the Work included in this improvement and the method by which payment will be made for said Work and hereby proposes to undertake and complete the Work included in this improvement in accordance with said plans, specifications, and contract and at the following schedule of rates and prices.

PARTS

Item No.	Est. Quantity	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
1	1	Allison- 29557378	ea		
2	1	Allison- 29551338	ea		
3	2	Allison 29542857	ea		
4	1	Allison- 29559233	ea		
5	2	Allison 29550061	ea		
6	2	Allison- 29551897	ea		
7	2	Allison- 29540582	ea		
8	2	Allison- 29542862	ea		
9	2	Allison- 29542849	ea		
10	2	Allison- 29560961	ea		
11	2	Allison- 29542847	ea		
12	2	Allison- 29542848	ea		
13	2	Allison- 29542852	ea		
Subtotal					\$
Washington State Sales Tax 8.7%					\$
Grand Total					\$

SERVICES

Item No.	Service Description	Flat Rate or Hourly Rate	Unit Price	Total Price
1	ONSITE PROGRAMMING OF DPIM			
2	ONSITE PROGRAMMING OF ESS			
3	EP40 ESS REFRESHER KIT OVERHAUL SERVICE			
4	EP40 ELECTRIC DRIVE/TRANSMISSION OVERHAUL SERVICE			
5	DPIM REBUILD			
6	INSPECTION/DIAGNOSTIC SERVICE			
7	TCM PROGRAMMING			
8	REPAIR OF ESS			
9	REPAIR OF DPIM			

<u>Addendum No.</u>	<u>Date of Receipt</u>	<u>Signed Acknowledgement</u>
1	_____	_____
2	_____	_____
3	_____	_____

Authorized Official (Signature)

Date

Printed Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

E-Mail Address

Federal Employee ID



CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this bid.

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official

Typewritten Name

Title of Authorized Official

Date



NONCOLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first fully sworn, on oath says that they certify that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and they further say 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 bid 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.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

Notary Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for the State of _____, residing in _____.



**CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
(dba C-TRAN)**

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES**

STATE OF _____)

ss.

COUNTY OF _____)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of interest

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any matter or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That 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 C-TRAN 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.

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Notary Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of _____ residing at _____.



Bidders List and Subcontractor Information

Bidder: _____

Bidder Primary NAICS Code: _____ Years in business: _____

Certified DBE or SBE in Washington State? DBE SBE Neither

Annual Gross Receipts: Less than \$500,000 \$500,00—\$1,000,000
 \$1,000,001—\$5,000,000 Greater than \$5,000,000

Subcontractor List: Bidder shall list the names of all subcontractors participating in the Contract.

Firm Name and Address	Work to be Performed	DBE, SBE, Neither



SPECIFICATIONS CHANGE REQUEST

PROJECT: 2024-25 Locally Funded Hybrid Components

PAGE/PARAGRAPH/SUBJECT/IDENTIFICATIONS:

ORIGINAL REQUIREMENT/SPECIFICATION:

REASON FOR CHANGE:

Name

Signature

Company

Date

To be Completed by C-TRAN:	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
REMARKS:	

_____	_____
Date	Signature



NO BID FORM

No. 2024-25 Locally Funded Hybrid Components

If electing not to submit a response for this project, please complete and mail this completed form to:

C-TRAN, Procurement Coordinator: procurement@c-tran.org.

Company Name: _____
Contact Person: _____
Address: _____
Telephone Number: _____
E-Mail Address: _____

Reason for not submitting a Bid in response to this solicitation, receipt of this completed form will assist us in call for future work of this nature:

- Do not provide the required goods or services;
- Cannot comply with the specification requirements;
- The project/order is too small or too large; (please circle one)
- Insufficient time to prepare submittal; or
- Other (please explain below):



SAMPLE CONTRACT

**CLARK COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA (dba C-TRAN)**

THIS CONTRACT is made and entered into on the _____ day of _____ 2024, by and between the Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN") and _____ (hereinafter after referred to as "Contractor").

WHEREAS, C-TRAN requires goods or services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such goods and services as C-TRAN does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

**ARTICLE 1
THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, Bid Document, Specifications, Plans dated _____, Addendum No. _____ dated _____, Contractor's Bid dated _____, and all written Change Orders and modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein.

**ARTICLE 2
THE WORK**

The Contractor shall supply all of the services required by the Contract documents and set forth in Attachment A-1 to this Contract for _____.

ARTICLE 3
TIME OF PERFORMANCE

The term of this Agreement shall begin upon the issuance of the Notice to Proceed and shall continue through May 31, 2025.

ARTICLE 4
COMPENSATION

Items shall be purchased on an as-needed basis, in accordance with the pricing set forth on Contractor's Bid dated _____ plus applicable sales tax. Total compensation shall not exceed \$###,### for the performance period of the agreement. C-TRAN makes no provision for reimbursement of expenses beyond that actually contracted.

Contractor shall submit invoices to C-TRAN for the items delivered per the contract documents upon fulfillment of the entire purchase order. Invoices must be addressed to the Project Manager with a copy to the Accounting Manager at accounting@c-tran.org. All invoices must include a Contract number. Payments to Contractor shall be made within 30 days from submission of each invoice.

ARTICLE 5
OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall refund to C-TRAN the full amount of any erroneous payment or overpayment under this Contract within 45 days written notice. If the Contractor fails to make timely refund, C-TRAN may charge the Contractor 1% per month on the amount due, until paid in full, or deduct the amount of the vendor overpayment from current invoices due.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of C-TRAN. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writings and products to C-TRAN. A copy may be retained by the Contractor.

ARTICLE 7
COMMUNICATIONS

Unless otherwise designated by the C-TRAN Chief Executive Officer (CEO), the Contractor shall direct all formal and informal communication regarding the services required under this Agreement to the CEO, who shall be the Project Manager for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Contractor:

If to C-TRAN: C-TRAN, Procurement
10600 NE 51st Circle
Vancouver, WA 98682

ARTICLE 8 SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

ARTICLE 9 INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

ARTICLE 10 PROHIBITED INTEREST

C-TRAN's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub agreements.

ARTICLE 11 SEVERABILITY

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, C-TRAN and the 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 be not affected thereby.

ARTICLE 12 ADHERENCE TO LAW

The Contractor shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and unemployment compensation.

ARTICLE 13 CONTINGENCY

The effectiveness of this Contract shall not occur until C-TRAN has notified Contractor that C-TRAN's protest procedure (referenced in the ITB) is satisfied, which notice shall be delivered

to the Contractor not later than seven (7) days after Contract Award by the C-TRAN Board of Directors. If C-TRAN determines in its sole and absolute discretion, that a protest should be upheld, and so notifies the Contractor, then this Contract shall be null and void *ab initio* and of no force or effect.

This Agreement has been fully executed and entered into as of the day and year written below:

C-TRAN

Name of Contractor

Leann M. Caver
Chief Executive Officer

Contractor's Authorized Signer

Date

Date

Print Name, Title

Federal Tax Number

Sample