



Jefferson Transit Authority

63 4 Corners Road, Port Townsend, WA 98368
(360) 385-3020, Fax: (360) 385-2321

No: 2020-06

REQUEST FOR QUOTE

In accordance with the following and in compliance with all applicable terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the Quote is accepted, to furnish items or services for the prices proposed and delivered or furnished to designated points within the time specified. It is further understood and agreed, with respect to all terms and conditions accepted by the Responder and Jefferson Transit Authority (JTA), that this Quote and accompanying attachments may, at JTA's discretion, serve as the basis of this service contract.

ISSUE DATE:		REQUEST NUMBER:		DESCRIPTION:	
02/25/2020		2020-06		Haines Place Restroom Pressure Tank	
DEPARTMENT:		RESPONSE DEADLINE (DATE/TIME):		CONTRACT ADMINISTRATOR	
Finance		03/27/2020 3:00 PM		Jayme Brooke	
Revision:	Date:	Brief Description:	Project Manager:		
00	02/25/2020	Original	John Bender		

SECTION 1 – Scope of Work

Jefferson Transit Authority (JTA) is a public transportation provider formed under RCW 36.57. JTA is seeking quotes from responsible plumbing contractors to purchase and install a booster pump and tank assembly in its public restroom facility at the Park & Ride at Haines Place Transit Center located at 440 12th Street, Port Townsend, WA.

1. Bidding contractors must satisfy the following requirements and deliverables, to be placed under contract during the designated time frame or until projected deliverables are completed to JTA's satisfaction:
 - a. Complete and submit all required prevailing wage intents and affidavits for this project.
 - b. All pay requests submitted must include copies of certified payroll reports.
2. As established under this contract, the selected Contractor, as a minimum, SHALL meet the following requirements and conditions and be able to provide all services listed below:
 - a. Provide JTA with the booster pump and tank assembly shown below (AMTROL RP-10HP - recommended unit per facility manufacturer) or similar, compatible unit:



- b. Install booster pump/tank assembly in the utility room of public restroom facility.
- c. Test post-installation inlet water pressure to ensure minimum 40 PSI during toilet flushes.

SECTION 2 – Compensation & Payment Schedule

This Agreement type is a (Check one):

One Time Only Ongoing/Renewable Urgent/Emergency Other (explain below)

Other: _____

JTA will compensate the Contractor upon receipt of a valid invoice by (Check all that apply and attach additional details regarding payments to be made by involved parties):

Lump Sum Payment of TBD due at completion of work upon: JTA Inspection/Sign-off Required
 All Charges not to Exceed Contract Amount of \$_____ for hourly services billed at \$_____/Hour
 Recurring charges of \$_ to be paid (Circle one): Weekly Bi-Weekly Monthly Quarterly Semi-Annual Annually
 Recurring charges of \$_ to be paid (Circle one): Weekly Bi-Weekly Monthly Quarterly Semi-Annual Annually

<u>Restroom Pressure Tank Installation</u>	<u>Materials</u>	<u>Labor</u>
Description of services/materials to be provided:		
	Subtotal	
	WA Sales Tax	-
	Total	

- Contractor agrees to provide all work required by the scope of work and the other terms of the quotation.
- Contractor to separate Scope of Work specification's by price in Quote.
- All submitted invoices shall be paid by JTA **Net 30 days** unless otherwise agreed upon by parties to this Agreement.
- JTA reserves the right to request related documents (i.e., receipts, statements etc.) and any other proof of expenses and costs incurred by the Contractor on behalf of JTA and invoiced for payment or reimbursement.
- JTA also reserves the right to contest what it deems to be unjustified or excessive charges for services rendered as described within this Agreement. Should one or more of the Contractor's invoices be contested the following shall apply:

REQUEST FOR QUOTE: Jefferson Transit Authority

- 5.1. Written notice shall be provided by JTA within 14 business days indicating the Invoice by number, its date and a brief description of the work(s) or charge(s) in dispute.
- 5.2. JTA shall make all reasonable efforts to negotiate in good faith to resolve the contested invoices(s) within the original Net 30 day period and make prompt payment thereafter.
- 5.3. Billing disputes not so resolved shall be decided in accordance with the procedures of section 5.14 below.
6. For Ongoing/Renewable type Agreements which have passed the expiration date set in SECTION 2 and services were rendered to JTA thereafter, all existing fees and rates as previously detailed and set will apply.

SECTION 3 – Term of Agreement

One-time contract for services to be rendered as described in Section 1.

SECTION 4 – Insurance & Liability

This Agreement requires the Contractor to be Insured (Check if required)

If insurance is required, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance clearly indicating the following:

1. **Automobile Liability** (if required) insurance with limits no less than \$1,000,000 USD combined single limit per accident for bodily injury and property damage.
2. **Commercial General** Liability insurance written on an occurrence basis with limits no less than \$1,000,000 USD combined single limit per occurrence, \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU), if applicable; and employer's liability.
3. **Professional Liability:** N/A

JTA shall be named as additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming JTA as additional insured shall be attached to the Certificate of Insurance. JTA reserves the right to receive a certified copy of all required insurance policies from Contractor's underwriter(s).

The Contractor shall provide JTA a written notice 30 calendar days prior to cancellation, suspension or material change in any coverage required for this Agreement.

SECTION 5 – Provisions Applicable to All Contacts

1. **Standard of Care**. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
2. **Prevailing Wage Requirements**. As required by Chapter 39.12 RCW, wage rates to be paid all laborers, workers, and mechanics performing any part of this Quote, whether they are employed by the Contractor, Subcontractors, or lower-tiered Subcontractors, or any other person who performs a portion of the Work completed by this Quote, shall not be less than the Washington State prevailing wage rates paid for an hour's Work in the same trade or occupation in Jefferson County. The Contractor is required to pay the applicable prevailing wage rates in effect upon the Bid Due Date, which shall remain in effect for the duration of the Contract.
3. **Delegation and Subcontracting**. The Contractor's services are deemed personal and no portion of this Contract may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of JTA.
4. **Independent Contractor**. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.
5. **Regulations and Requirements**. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
6. **Right to Review**. This Contract is subject to review by any federal or state auditor. The JTA shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient.
7. **Modifications**. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Default**. If the Contractor defaults by failing to perform any of the obligations of the Contract, the JTA may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at JTA's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to JTA resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the JTA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by JTA by reason of such default.
9. **Termination for Public Convenience**. JTA may terminate the Contract in whole or in part whenever the JTA determines, in its sole discretion that such termination is in the interests of JTA. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

10. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:

- (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
- (b) The Contractor shall provide the JTA with an accounting of authorized services provided through the effective date of termination.
- (c) If the Agreement has been terminated for default, JTA may withhold a sum from the final payment to the Contractor that the JTA determines necessary to protect itself against loss or liability.

11. **Defense and Indemnity Agreement.** The Contractor agrees to defend, indemnify and save harmless JTA, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon JTA, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, JTA, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of JTA, its appointed or elected officials or employees. It is further provided that no liability shall attach to JTA by reason of entering into this contract, except as expressly provided herein.

12. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Jefferson. This Agreement shall be governed by the law of the State of Washington.

13. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. **Disputes:** Differences between the Contractor and JTA, arising under and by virtue of the contract documents shall be brought to the attention of JTA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken, and shall be submitted to the JTA's General Manager for resolution. The Contractor and JTA shall have the opportunity to submit written materials and argument and to offer documentary evidence for the General Manager's consideration. Oral argument and live testimony will not be permitted. The JTA's General Manager shall make a decision within thirty (30) days of submittal of the dispute for his review. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered. The records, orders, rulings, instructions, and decision of JTA shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor requests arbitration as provided in paragraph 5.15, below.

15. **Arbitration:** In the event of a dispute between the parties to this Agreement such dispute shall be decided according to the MANDATORY ARBITRATION RULES (MAR) of the County in which suit is filed, regardless of amount in dispute. The parties hereto waive their right to file any appeal in Superior court. If either party seeks and receives legal counsel, the prevailing party shall be awarded reasonably attorney's fees paid and/or billed whether the dispute is resolved

through settlement or arbitration. The prevailing party is defined as the single party in whose favor a net monetary settlement or arbitration award is received after all offsets, back charges and counterclaims are resolved and regardless of which party may have prevailed on which issue. The determination of the prevailing party shall supersede all statutes, court rules and offers of settlement.

16. **Ownership of Items Produced.** All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of JTA and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
17. **Recovery of Payments to Contractor.** The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work. In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the Contractor for those parts of the project that are rendered worthless by such failure to perform. Interest shall accrue at the rate of 12 percent (12%) per annum from the time JTA demands repayment of funds.
18. **Non-Discrimination.** The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
19. **Subcontractors.** In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between JTA and the Contractor. The Contractor shall insure that in all subcontracts entered into, JTA is named as an express third-party beneficiary of such contracts with full rights as such.
20. **Third Party Beneficiaries.** This Agreement is intended for the benefit of JTA and Contractor and not for the benefit of any third parties.
21. **Time is of the Essence.** Time is of the essence in the performance of this Contract unless a more specific time period is set forth in the Scope of Work.
22. **Notice.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the JTA's General Manager, and any notices to the contractor shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
23. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

24. **Waiver.** Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
25. **Construction.** This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
26. **Agreement.** This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SECTION 6 – Acceptance Criteria

1. All Quotes will be evaluated based on current JTA procurement policy (available online at www.jeffersontransit.com), and up past JTA experience with responding Contractors, where applicable.
2. JTA reserves the right to Award all Work Bid according to the lowest qualified responsive Quote tendered, available funds, and as it best serves the interest of JTA.
3. Any winning bid over \$25,000 is not guaranteed until it is approved by the Jefferson Transit Board of Directors. Jefferson Transit reserves the discretion to waive the bid if the Board of Directors does not approve. JTA reserves the discretion to accept or reject any and all Quotes without cause and to waive any informality or irregularities and to make an award deemed in its own best interest, and re-advertise if necessary.
4. JTA reserves the discretion to request additional documentation and interview Contractor as necessary to determine their actual experience and capabilities to satisfy the requirement of the Scope of Work.
5. Request for Quotes will be accepted by the Jefferson Transit Authority's Grants & Procurement Coordinator at their administrative offices located at 63 4 Corners Road, Port Townsend, WA 98368, (360) 385-3020, until the date/ time specified above. There can be no exceptions or late submittals.
6. Washington State prevailing wage rates are in effect. All costs for insurance and prevailing wage filing fees shall be incidental to and included in the Quote Price and no additional payment will be made by JTA during the Contract Term.
7. This agreement is subject to a financial assistance contract between the Washington State Department of Transportation (WSDOT) and the Federal Transit Administration (FTA) and the appropriations of the State of Washington. Bidders will be required to comply with all FTA, State and local rules and regulations where applicable.
8. JTA is an Equal Opportunity Employer and hereby notifies all entities that it will affirmatively ensure that in any considered disadvantaged business enterprises will be afforded full opportunity to submit Quote in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

SECTION 7 – AGREEMENT TO TERMS

By signing this request, if it is accepted by JTA, the Responder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Quote and Scope of Work and any amendments.

NAME & ADDRESS of FIRM:	Additional Information:	
	Telephone/Fax No.:	
	Federal Employer Identification No.:	
	State Contractor License No.:	
CONTACT E-MAIL:	Prompt Payment Discount (if offered):	___% for payment within ___ days/net ___ days.

CHECK ONE: **INDIVIDUAL** **PARTNERSHIP** **CORPORATION** **LLC**

ACCEPTANCE

The above Request for Quote has been accepted by, and all terms of the Contract agree to by:

Signature

Signature

Tammi Rubert

Printed Name

Printed Name

General Manager

Title

_____ Date

_____ Date

_____ Title

_____ Date