



60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360-824-4941

INVITATION FOR BIDS

TRANSIT OPERATOR BARRIER DOOR

IFB # KT 22-825

March 3, 2023

BIDS DUE MARCH 22, 2023 NO LATER THAN 2:00 PM

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000-d4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act; hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an Award.

Kitsap Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.



Bidder's Checklist

| |
|---|
| Solicitation Number: KT 23-858 |
| Solicitation Name: Transit Operator Barrier Door |
| Due Date and Time: March 22, 2023 @ 2:00 PM via email |

The following checklist is provided as a guide to all documents and exhibits that **MUST** be submitted with your Bid to be considered responsive and complete. Failure to provide **ANY** of these documents could render your Bid nonresponsive and may cause it to be rejected.

| | |
|---|--|
| Exhibit B Parts 1-6 | |
| *Read Part 1 | |
| *Fill Out Part 2 | |
| *Complete Acknowledgement of Part 3 | |
| *Certify and Sign Part 4 | |
| *Provide Pricing and Days ARO for Part 5 | |
| *Read and Sign Bidder's Affidavit Part 6 | |
| Signed W-9 | |
| Submit Bid via email No Later Than March 22, 2023 @ 2:00 PM | |
| | |
| | |

I, the below signee, have reviewed this checklist and have provided all of the requested documents. I understand that failure to provide the requested documents could render my Bid non-responsive and may cause its rejection.

Signature: _____ Date: _____

Printed Name and Title: _____

INVITATION FOR BIDS

KT # 23-825 Transit Operator Barrier Door

Scope of Work: The Work consists of manufacturing and delivering Transit Operator Barrier Doors and associated mounting hardware. Kitsap Transit is in need of thirty-five (35) retrofit barrier doors and mounting kits for 2016-2022 Gillig Buses both 29’ and 35’. The Awarded Vendor will be responsible for Freight Out Bound to Bremerton Washington.

Pre-Bid Meeting: A Pre-Bid Meeting is not being offered for this project.

Anticipated Procurement Schedule: The activities and dates listed below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

| Activity | Date and Time |
|---|-------------------------------|
| Invitation for Bids Released | March 3, 2023 |
| Request for Clarification/Substitutions Due | 5:00 PM March 14, 2023 |
| Bid Due Date | 2:00 PM March 22, 2023 |
| Board of Director’s Award | April 4, 2023 |
| Anticipated Notice to Proceed | *Week of April 24, 2023 |

Time for Completion: The Contractor shall provide the number of calendar days necessary to complete the scope of work ARO with their Bid.

Bid Due Date: Emailed Bids will be received until **2:00 PM March 22, 2023** at: patrickr@kitsaptransit.com. The Subject line of the email must read: IFB KT 23-825 Transit Operator Barrier Doors.

When the official clock reads 2:00:01 PM, Bids are considered late and will not be considered for award. Bids that are properly received will be recorded and sent to all Bidders.

Bid Security: Not Required

EQUAL OPPORTUNITY: It is Kitsap Transit’s policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Bids.

**END OF BID ADVERTISEMENT
(SECTION 1)**

2.1 Definitions:

Addenda: A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

Bid/Proposal: The offer of a Bidder on a properly completed Bid Form to perform the Contract.

Bidder: means a person, firm or corporation that has made an offer in response to the IFB

Bid Documents: means the solicitation (IFB) in its entirety, including the Plans provided under separate cover

Contract: The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, various certifications and affidavits, supplemental agreements, change orders, and all Contractor.

Contractor: means the Successful Bidder who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

IFB: is an abbreviation meaning Invitation for Bids.

Subcontractor: An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

Successful Bidder: means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made

Surety: A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

Work: The provisions of all labor, materials, tolls, equipment and everything needed to successfully complete a project according to the Contract.

2.2 Examination of Bid Documents: Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a Bid shall constitute an acknowledgment upon which Kitsap Transit may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, permits, ordinances, industry standards or resolutions.

2.3 Preparation of Bids: The resulting firm-fixed price Contract shall be Bid based on unit or lump pricing for each Bid Item listed on the Bid Schedule section of the Bid Form. Prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents.

All costs for insurance, bonds and prevailing wage filing fees shall be incidental to and included in the Bid Price and no additional payment will be made by Kitsap Transit, not even if the bond amount increases during the Contract Term.

All freight charges shall be included in the Bid price and should be (FOB) to:

**Kitsap Transit
200 Charleston Blvd
Bremerton WA 98312**

By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the

requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive.

Bids shall remain valid for at least ninety (90) calendar days from the Bid Due Date. Kitsap Transit reserves the right to request extensions for Bid effectiveness. All Bids and submissions become the property of Kitsap Transit.

- 2.6 State Sales Tax:** Kitsap Transit is subject to Washington State retail sales tax unless otherwise stated below. All invoices shall include a line item that clearly defines the retail sales tax to be paid by Kitsap Transit. Kitsap Transit will not adjust its payment if the Contractor bases a Bid on a misunderstanding of tax liability.

Kitsap Transit, at the request of the Washington State Department of Revenue, may deduct from its payments to the Contractor, retainage or lien the bonds, in the amount the Contractor owes the State, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf.

The Washington State Department of Revenue has issued special rules on the state sales tax. When applicable, the following rules will apply:

- 2.7 Bid Evaluation:** Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their Bid is disqualified as being non-responsive. Kitsap Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.
- 2.8 Identical Bid Totals:** If two or more lowest responsive Bids are exactly equal, the tie-breaker will be determined with a draw. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of Kitsap Transit shall draw one slip from the box and announce the name of the successful Bidder.
- 2.9 Bid Extension or Cancellation:** Kitsap Transit reserves the right to cancel this solicitation, or extend the Bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until Kitsap Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.
- 2.10 Rejection and Consideration of Bids:** Kitsap Transit, in its sole discretion, reserves the right to: Accept or reject any or all Bids, portions or parts thereof; Waive minor Bid errors, informalities, or immaterial irregularities when it is in Kitsap Transit's best interest and does not result in displacement of a low Bidder; Republish the call for Bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and Award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of Kitsap Transit. In consideration for Kitsap Transit's review and evaluation of its Bid, the Bidder waives and releases any claims against Kitsap Transit arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation of Bids submitted in response to this solicitation.
- 2.11 Disadvantaged Business Enterprise Goal:** The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBE's seeking to participate in Federally-assisted Contracts. Kitsap Transit's DBE goal for Federal fiscal year 2023 is 2.92%, the full text of which may be found at:

<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf>.

- 2.12 Title VI:** It is the policy of KT to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. The full text of KT's Title VI program is available online at <http://www.kitsaptransit.com/static/62/privacy-policy#title.vi>.
- 2.13 Brand Names:** The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which Bids are submitted. Kitsap Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all Specification requirements of structural, functional, dimensional and appearance without deviation. Kitsap Transit reserves the right to reject any and all substitutions.
- 2.14 Bids as Public Record:** Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard Bids as public records which will be available for public inspection and/or copying following Contract Award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by Kitsap Transit prior to Contract Award in order to protect the integrity of the procurement process, unless otherwise required by law. All Bids will remain confidential until a Contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as "confidential" or "proprietary". Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. Kitsap Transit shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a Bid marked "Confidential", Kitsap Transit will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, Kitsap Transit will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing Kitsap Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. Kitsap Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this sub-section.

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

END OF SECTION 2

All Purchase Orders (POs) issued by Kitsap Transit and accepted by the Vendor identified therein are subject to the following Terms and Conditions:

1. DEFINITIONS:

“Purchaser” means Kitsap County Transportation Benefit Area Authority dba Kitsap Transit.

“Vendor” means the person or entity identified in the PO as the “Vendor.”

2. ADDITIONAL DOCUMENTS. All specifications, drawing, notes, instructions, notices and technical data referred to in the PO are incorporated herein by reference and all references in the PO to "provided for herein," "set forth herein" and the like shall be deemed to include such additional documents and data.
3. ACCEPTANCE. (a) The PO may be accepted only in accordance with the terms and conditions set forth herein. No condition stated by VENDOR in accepting or acknowledging the PO shall be binding upon PURCHASER if in conflict with, inconsistent with, or in addition to, the terms and conditions of the PO, and all such conflicting inconsistent and additional terms and conditions are hereby expressly rejected. This PO becomes a binding contract when accepted by Vendor, such acceptance to be evidenced by VENDOR's acknowledgment or by VENDOR's commencement of performance hereunder. Shipment of any part of the goods or the furnishing of any part of the services provided for in the PO shall constitute acceptance of this PO upon the terms herein, and any such acceptance is expressly limited to the terms and conditions of this PO. (b) If this PO is transmitted by telecopier, email or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the VENDOR, but only if the of transmission from PURCHASER is the same as the date of order shown on the PO.
4. IDENTIFICATION: All invoices, packages, shipping notices, instruction manuals and other written documents affecting this order shall contain the applicable Purchase Order number. Packing lists shall be enclosed in each box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
5. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the PURCHASER.
6. SHIPPING INSTRUCTIONS: All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. VENDOR agrees to prepay all shipping charges and bill as a separate line item on the invoice. PURCHASER reserves the right to refuse COD shipments. VENDOR shall bear the risk of loss or damage to the goods until accepted by PURCHASER.
7. DELIVERY: Deliveries are accepted Monday thru Friday, from 8 AM to 3 PM, unless prior arrangements have been made with PURCHASER's staff. All deliveries must have a PURCHASER employee's signature verifying receipt of the delivery. PURCHASER may refuse payment of invoices received without a signature to verify proof of delivery. The PO is subject to termination for failure to deliver as specified.
8. PAYMENT: Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of a proper invoice. All payments and cash discounts shall be computed from the date of delivery of completion and acceptance of the material, or from the date of receipt of invoice whichever is latest. The PO number must be noted on all invoices.
9. TAXES: VENDOR shall pay all taxes that may arise out of its sale of the goods and services to PURCHASER. PURCHASER agrees to pay all State of Washington sales tax or Use taxes unless otherwise indicated or otherwise agreed upon between the parties. PURCHASER will provide VENDOR any applicable exemption certificates. VENDOR acknowledges PURCHASER is exempt from federal excise tax.
10. REJECTION: All goods or materials purchased herein are subject to approval by the PURCHASER. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of the PO order, whether held by the PURCHASER or returned will be at VENDOR's risk and expense.

11. **WARRANTIES:** (a) **VENDOR** hereby warrants that all goods furnished under the PO, including any results of services will (i) be free from defects in material, workmanship, and design, (ii) will operate without error and conform to the applicable PO and specifications, drawings, samples and descriptions, (iii) will be merchantable and be fit for the intended use identified or reasonably inferred from all circumstances, and (iv) be free and clear of all liens, claims, encumbrances and other restrictions (collectively "Goods Warranty"). (b) **VENDOR** warrants that all Services furnished under the PO will (i) be provided in a professional manner, (ii) be performed by appropriately knowledgeable and skilled personnel, (iii) conform to the standards generally observed in the industry for similar services, and (iv) be provided in a manner that does not infringe or misappropriate any third party's Intellectual Property Rights. (c) The Goods Warranty shall: (i) extend to **PURCHASER** and its Customer(s), and (ii) remain in effect for twenty-four (24) months from date of receipt by **PURCHASER** ("Warranty Period"). In no event shall the Warranty Period extend beyond that allowed under the Washington's Uniform Commercial Code. This warranty shall be considered a condition of the PO as well as a warranty. During the Warranty Period, **VENDOR** shall, at its sole cost, immediately take all actions necessary to correct defects, errors or any other failure that cause a breach of the Goods Warranty, including but not limited to replacing any component or part thereof causing such breach.
12. **INFRINGEMENTS:** **VENDOR** warrants that **PURCHASER's** purchase, installation, and /or use of the goods covered hereby will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. **VENDOR** shall indemnify and hold **PURCHASER** harmless from and against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature, including without limitation reasonable attorney's fees (without waiver of **VENDOR's** obligation to indemnify **PURCHASER** hereunder), arising from or out of any breach of the foregoing warranty.
13. **WAIVER OF BREACH.** The waiver of a breach or default under this PO shall not be interpreted to constitute waiver of any subsequent breach or default, and shall not act to amend or negate the rights of the parties hereto.
14. **ASSIGNMENT.** The PO or any part thereof shall not be assigned, or performance hereunder delegated, or sublet without first obtaining the **PURCHASER'S** written approval. **EQUAL EMPLOYMENT OPPORTUNITY:** It is **PURCHASER's** policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or gender in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Bids.
15. **GOVERNING LAW/VENUE:** The laws of the State of Washington shall govern this order, and the venue of any action brought hereunder may be laid in or transferred to the County of Kitsap, State of Washington.
16. **TERMINATION:** The PO may be terminated as follows: (i) The parties may terminate this PO by mutual agreement; (ii) The **PURCHASER** may terminate this PO at any time with written notice to **VENDOR**, and upon receipt of the written notice, **VENDOR** shall stop performance, and the **PURCHASER** shall pay **VENDOR** for goods delivered and accepted; (iii) **PURCHASER** may terminate this PO at any time if the **PURCHASER** fails to receive funding, appropriations, or other expenditure authority; (iv) If **VENDOR** breaches any PO provisions or is declared insolvent, the **PURCHASER** may terminate this PO for cause with written notice to **VENDOR**, and **VENDOR** shall be liable for all damages resulting from its breach, including all damages as provide in the UCC. Under no circumstances shall one party be liable to the other party for consequential damages for any breach of this agreement.
17. **ARBITRATION.** If the parties are unable to resolve a dispute arising out of the PO, the parties shall submit the dispute to binding arbitration. Arbitration proceedings shall take place in Kitsap County, Washington and be conducted in accordance with the AAA rules. The arbitration shall be heard by one arbitrator mutually agreed to by the parties. The arbitration hearing shall last no longer than (1) day, and the arbitrator's decision shall be final and shall bind the parties. The time period for the entire arbitration proceeding from the date notice is given to the date of final determination shall not exceed 60 days. The cost of arbitration shall be borne by either or both parties, as the arbitrator may determine. A party shall enforce the arbitration award by a judgment obtained in a state or federal court having jurisdiction. A party may enforce a judgment, thus obtaining preliminary injunctive relief from a court of law in any jurisdiction, pending the outcome of an arbitration proceeding. The arbitrator shall not, however, in the case of a dispute between the parties not involving a third-party claim, be empowered to award damages in excess of compensatory damages.

END OF SECTION 3

AGREEMENT

This Agreement made and entered into the XXX day of XXXXXX by and between KITSAP TRANSIT and XXXXXXXX the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

- 1. The Contractor agrees to perform all work and abide by all Contract Clauses, as specifically described in the bid documents, consisting of: Invitation For Bids, Scope of Work, Bid Sheets, Contract Clauses, and Supplementary Conditions, all of which are incorporated herein by reference as if fully set forth.
- 2. The Contractor shall do all work and furnish all tools, materials and equipment as necessary for the proper work as provided for, and in accordance with this agreement and the bid documents.
- 3. The Contractor for itself and its heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.
- 4. The Contractor agrees to indemnify, defend, and save harmless Kitsap Transit from liability for any injury or damages to persons or property, as set forth in the Contract Clauses under Hold Harmless and Indemnification.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first herein above written.

KITSAP TRANSIT

CONTRACTOR

JOHN W. CLAUSON
EXECUTIVE DIRECTOR

XXXXXX

DATE

DATE

END OF SECTION 4

KITSAP TRANSIT
INVITATION FOR BIDS # KT 23-825
FOR
TRANSIT OPERATOR BARRIER DOOR
EXHIBIT A
SCOPE OF WORK

Kitsap Transit is seeking bids from qualified sources to provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the solicitation. The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work. All Work shall comply with all local, state, federal, regulations and industry standards; all of which are incorporated herein by reference as if they were written in their entirety.

Scope of Work

Kitsap Transit is in need of a vender to supply Kitsap Transit with Transit Operator Barrier Doors. Kitsap Transit is looking to upgrade their current temporary vapor barrier protection shields with more durable, impact resistant Protection Doors. These Protection Doors will separate operators from physical threats from passengers, thrown objects, liquid, and illness-causing vapors.

Quantity:

Kitsap Transit is looking to purchase 35 Protection Doors with 35 installation kits.

- 14 of the protection doors will be installed on 29' Buses.
- 21 of the protection doors will be installed on 35' and 40' buses. Kitsap Transit's 35' and 40' buses have identical driver-area layout and should require the same installation kits.

Installation:

Kitsap Transit plans to install the doors inhouse. These Protection Doors will need to be compatible with Gillig model buses.

Product Requirements:

The Protective Door should be durable and easy to use and maneuver for all operators. The Protective Door will defend operators from sick or unstable passengers, projectiles and thrown fluids. The features of the Protective Door should include:

- Anti-Reflective, anti-glare safety glass
- Unobstructed views of surroundings
- Powered windows that close quickly
- Built in fan for Operator Compartment air circulation
- Heavy-duty door latch that secures door and prevents rattling
- Easy install capabilities for new and retrofit bus models

Additional Vender Requirements:

The awarded vender will provide quote(s) listing all materials and materials needed for installation. The Protection Door will have specifications that are similar or equivalent to Wabtec's Vapor Bus International Gillig vShield.

See visual examples below:



All solutions that meet these required salient qualities will be considered for award. Vendors who wish to have their proposed solution evaluated before proposal due date must submit their solution for review on or before March 14, 2023 at 5:00 PM PST.

vShield[®]

Operator Protection Door

Heavy-Duty Door Provides Critical Defensive Safety Barrier with Comfort and Convenience

Exclusive, electric Vapor vShield bus operator door provides a critical defensive barrier with large safety glass and heavy-duty lower door to protect against physical assaults and unwanted passenger interactions.



- Electric window increases ventilation
- Two integrated, high-velocity electric fans
- Optional MERV 15 air filter available
- Heavy-duty latch mechanism
- New and retrofit applications

Vapor Performance and Reliability

- Power window allows operator to open or close quickly and easily
- Anti-reflective, anti-glare laminated safety glass functions as sneeze guard
- Contoured glass provides direct unobstructed views to mirrors
- Selectable-speed fans for optimal air circulation in cockpit area
- Unique latch mechanism maintains positive contact, eliminates rattles
- Easy installation, simple wiring



Optional MERV 15 rated filter improves air quality, removes bacteria and attached viruses, and irritants including dust, mold and pollen

vShield®

Operator Protection Door

Safety, Comfort, Convenience

Features

- Power window with auto up/down and anti-pinch obstruction detection
- Quick replacement glazing
- Rugged, anti-rattle door latch for secure closure and easy open
- Auxiliary door release mechanism
- Large, easy-grip door open handle with securement knob for two-action door latch release
- Dual, variable-speed circulation fans
- Optional MERV 15 rated air filter improves air quality
- Easy to use rocker switches for window and fans
- Door custom designed for specific applications and adherence to ADA regulations
- Rapid-release door assembly for easy access to operator compartment



ProtectDoor™ Operator Protection Door – same features as vShield Door without a power window and fans. Request Bulletin No. 53-8010.

Specifications

| | |
|---------------------------|--|
| Operating Voltage: | 24 VDC nominal |
| Operating Current: | 15A breaker |
| Design Life: | 12 years |
| Window: | Standard laminated AS-2, safety glass window with anti-reflective, anti-glare coating Optional tempered glass available |
| Dimensions: | Custom design for each door |

For more information, contact your local Wabtec Bus Solutions representative.

Vapor Bus International, A Wabtec Company

1010 Johnson Drive, Buffalo Grove, Illinois 60089
Tel: 866-375-4126 / Fax: 847-520-2222
www.vapordoors.com
Email: WabtecBusSolutions@wabtec.com

| | Vapor vShield® | Vapor ProtectDoor™ |
|-----------------------|----------------|--------------------|
| Full glass protection | ✓ | ✓ |
| Heavy-duty door latch | ✓ | ✓ |
| Electric window | ✓ | NA |
| Dual fans | ✓ | NA |
| Filter MERV 15 rating | Optional | NA |

NA = not available

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U.S. and foreign patents are applicable and/or pending to products described and illustrated herein. Vapor, Vapor Bus International, and vShield are registered trademarks of Wabtec Corporation.

Vapor reserves the right to discontinue products or change product specifications or designs at any time without notification.

www.WabtecCorp.com

KITSAP TRANSIT
INVITATION FOR BIDS # KT 23-825
FOR
TRANSIT OPERATOR BARRIER DOOR
EXHIBIT B
BID FORMS

PART 1 – INSTRUCTIONS

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

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

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

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

E-mail Address: _____

Federal Tax Identification Number: _____

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

Dunns Registration Number: _____

PART 3 – RECEIPT OF ADDENDA

3.1 FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.

3.2 Receipt of the following Addenda is acknowledged:

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

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

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

4.1 I/WE CERTIFY, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included this Bid;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Kitsap Transit Board of Directors.

❖ That the submitted Bid will become part of the public record.

4.2 I/WE GUARANTEE to complete the Work within the stated ARO listed below following receipt of a Notice to Proceed, should I/We be the successful Bidder.

Authorized Signature _____ Date _____

Printed Name & Title: _____

Company Name: _____

PART 5: Schedule of Values:

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

Kitsap Transit KT 23-825 TRANSIT OPERATOR BARRIER DOOR

| Description | Unit | Unit Qty. | Unit Price | Extended Price |
|---|-------------|------------------|-----------------------|-----------------------|
| Transit Operator Barrier Door for Gillig 29' | Each | 14 | \$ | \$ |
| Installation Kit for Transit Operator Barrier Door for Gillig 29' | Each | 14 | \$ | \$ |
| Transit Operator Barrier Door for Gillig 35' and 40' | Each | 21 | \$ | \$ |
| Installation Kit for Transit Operator Barrier Door for Gillig 35' and 40' | Each | 21 | \$ | \$ |
| Freight to Bremerton Washington | LS | 1 | \$ | \$ |
| | | | *Base Total | \$ |
| | | | Sales Tax 9.2% | \$ |
| | | | Extended Total | \$ |

If we are chosen as the Awarded Vendor, delivery of the Transit Operator Barriers Doors will be: _____
 (please provide number of days for delivery to Kitsap Transit after receipt of order (ARO)).

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

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

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

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

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

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

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

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

Authorized Signature

Date

Printed Name & Title

Company Name

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