



Whatcom Transportation Authority

**INVITATION TO BID
FOR
HVAC Controls Upgrade**

2025-038 ITB

**BID RELEASE DATE:
MONDAY, AUGUST 18, 2025**

**BIDS DUE
TUESDAY, SEPTEMBER 23, 2025
NO LATER THAN 12:00 PM**

**PUBLIC BID OPENING:
TUESDAY, SEPTEMBER 23, 2025
12:00 PM**

**Whatcom Transportation Authority
4011 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9339 Fax (360) 788-9532**



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ITB 2025-038
HVAC Controls Upgrade**

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**ADVERTISEMENT FOR BIDS
HVAC Controls Upgrade**

NOTICE IS HEREBY GIVEN that Bids are sought by Whatcom Transportation Authority (WTA) for services to perform the following work:

HVAC Controls Upgrade
Until Bid Closing: 12:00 PM, TUESDAY, SEPTEMBER 23, 2025
Late submissions will not be considered.

Bids to be Received at:

WTA
Attention: Procurement
4011 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9339

Bids must be submitted in hard copy in a sealed envelope. Electronic submittals will not be accepted. Sealed Bids must be received at WTA, located at 4011 Bakerview Spur, Bellingham, WA 98226, no later than September 23, 2025, at 12:00 PM deadline. Clearly print "Bid number 2025-038 ITB HVAC Controls Upgrade" on the outside of the envelope. Envelopes must clearly state that it is only to be opened by Procurement.

The bids will be publicly opened, any interested parties are invited to attend the bid opening at 4011 Bakerview Spur Road in Bellingham.

WTA is soliciting Bids from qualified contractors to replace and expand the existing Direct Digital Control system for all equipment and devices at WTA's Maintenance, Operations and Administrations Base. The project consists of, but is not limited to, providing updated DDC control to all equipment, providing a new variable-frequency drive and controls for the exhaust fan of makeup air unit, providing DDC system software and appropriate licenses, a workstation laptop computer to host the software and operator front-end, and all other work described in Plans and Specifications.

Electronic copies of the Bid documents are available at no charge in PDF format at <https://www.ridewta.com/procurement> (Procurement Portal). If you are unable to download the Bid documents from the website, contact WTA's Procurement Department at procurement@ridewta.com (preferred), or phone (360) 788-9339.

Award will be made to the lowest qualified responsive and responsible Bidder. WTA reserves the right to reject any or all Bids, and to waive any irregularities in any Bid. WTA encourages disadvantaged, small, veteran, minority and women owned contracting firms to participate.

A non-mandatory pre-bid conference will be held at 1:30 PM on Tuesday, August 26, 2025. See Instructions to Bidders, for more information.

This Invitation to Bid (ITB) shall be supplemented by applicable provisions set out in *Public Works Act*, RCW Chapter 39.04. If there is any conflict between the terms of the ITB and the Act, the terms of the Act shall govern.



**2025-038 ITB
HVAC CONTROLS UPGRADE
SECTION 1
BID PROCEDURES**

SECTION 1: BID PROCEDURES

1. NOTICE TO BIDDERS

WTA notifies all Bidders that it will affirmatively ensure that disadvantaged, small, veteran, minority and women-owned business enterprises will be afforded full opportunity to submit Bids in response to this ITB and that Bidders will not be discriminated against on the grounds of race, sex, color, ethnicity, or national origin in consideration for an award.

WTA reserves the right to unilaterally postpone its recommendation for award for a period of up to thirty (30) calendar days after the Bid opening, with any longer delay subject to the mutual agreement of WTA and the lowest qualified and responsible Bidder. If it is anticipated that the award of the Contract will be delayed beyond thirty (30) days from Bid opening, all Bid Bonds, except the lowest two (2) will be returned.

2. QUESTIONS

Questions pertaining to the ITB must be submitted via WTA's Procurement Portal. WTA does not guarantee a response to questions submitted after the clarification deadline on September 16, 2025, 4:00 PM.

Addenda will be issued to all known potential Bidders and posted on the Procurement Portal should questions or clarifications be deemed significant enough to affect received Bids. Bidders must ensure they receive all issued addenda prior to the submission deadline and acknowledge each addendum on Exhibit A.

3. PROCUREMENT SCHEDULE

Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

Activity	Date
Procurement Request Released	Monday, August 18, 2025
Non-Mandatory Pre-Bid Conference	Tuesday, August 26, 2025, at 1:30 PM
Clarification Deadline	Tuesday, September 16, 2025, no later than 4:00 PM
Submissions Due	Tuesday, September 23, 2025, no later than 12:00 PM
*Notice of Intent to Award	Thursday, September 25, 2025
*Estimated Board Award	Thursday, October 2, 2025

WTA reserves the right to modify the Procurement Schedule through written addenda.

4. BID OPENING

Sealed Bids for the work specified herein must be received at WTA's Maintenance, Operations and Administrations Base ("MOAB") located at 4011 Bakerview Spur in Bellingham no later than 12:00 PM on Tuesday, September 23, 2025.

All Bids received before the deadline shall remain sealed by WTA, and will be opened publicly immediately following the deadline for submittal. Any interested party may attend the Bid opening.

5. NON-MANDATORY PRE-BID CONFERENCE

It is recommended that all Bidders attend the pre-Bid conference on Tuesday, August 26, 2025 at 1:30 PM.

The Pre-Bid Conference will take place at 4011 Bakerview Spur, Bellingham 98226

6. BID GUARANTEE

A Bid Bond in the amount of five percent (5%) of the Total Bid Price is to be submitted along with the Bid. The required Bid Bond Form is included in the Bid Documents.

WTA will also accept the Bid Bond in the form of a certified check or bank cashier's check made payable to "Whatcom Transportation Authority."

Failure to submit a Bid Bond will be considered cause to reject a Bid.

In the event of the withdrawal of a Bid by the selected Bidder after the receipt and opening of Bids, or the failure of the selected Bidder to enter into a contract or to provide the required contract bond and insurance certification within twenty (20) calendar days after the date of contract award, or a date agreed on by WTA, the Bidder shall be liable to WTA for the amount of five percent (5%) of the Total Bid Price as liquidated damages due to the default of the Bidder.

7. BID SUBMISSION GUIDELINES AND CONSIDERATION OF BIDS

1. Bidders shall review the ITB and all associated documents, drawings, and pictures prior to submitting a Bid. Submission of a Bid is acknowledgment that, if awarded the contract, the Bidder is relying on his/her/its own examination of (1) the site of the Work, (2) access to the site(s), and (3) all other data and matters required to fulfill the Work and on his/her/its own knowledge of existing facilities on and in the vicinity of the Work site(s).
2. The Bidder certifies that he/she/it is knowledgeable of the unusual and peculiar hazards associated with the general class and type of work required to perform and complete the Work. Bidder is competent and skilled in the protective measures necessary for the safe performance of the construction work with respect to such unusual and peculiar hazards.
3. Bids must be clear and concise and provide complete information about the Bidder's qualifications and ability to perform the required services. It is the Bidder's responsibility to verify that WTA has received the Bid.
4. If an alternate Bid item(s) is provided for on the Bid Form, any item for which no Bid is intended shall be marked "N/A" for the Bid to be considered complete. Any interlineations, alterations, or erasure must have the initials by the Bidder for the Bid to be considered.
5. Any confidential or proprietary information must be submitted separately and clearly marked as "Proprietary" or "Confidential." THE SCOPE AND EXTENT OF PROTECTION THAT WTA CAN PROVIDE TO INFORMATION DESIGNATED AS PROPRIETARY AND CONFIDENTIAL IS LIMITED BY THE WASHINGTON STATE PUBLIC RECORDS ACT, RCW 42.56 ("PRA"), AS SET OUT IN THE SPECIAL TERMS AND CONDITIONS, SECTION PUBLIC DISCLOSURE LAW.
6. Bids received will not be available for review by the public until after the Bid opening. After a Bid selection has been made, all submitted Bids and associated information will be recorded and available to the public for inspection pursuant to the parameters of the PRA. In addition, all Bids will be available to Bidders pursuant to RCW 39.04.105. No oral or telephonic Bids or modifications will be considered.
7. Submission of a Bid constitutes an "offer" by the Bidder, which grants WTA the right and discretion to accept and enforce the Bid as a binding agreement without the need for a signed Contract, whose terms and conditions shall comprise the ITB and Bid.
8. WTA does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding documents.
9. All Bids become the property of the WTA.

8. BID RESERVATIONS

WTA reserves the right to reject a Bid for any reason, including, but not limited to when:

- It is not received by the deadline.
- The Bid is not in the format required.
- The Bid is submitted via any method not approved by this ITB.
- The Bidder fails to meet the Minimum Bidder Requirements provided.

- The Bid is not signed or is conditioned in any way not pre-approved by WTA.
- The Bid is incomplete: prices are omitted, forms are not signed or completed, etc.
- Any issued Addenda is not acknowledged on Bid Confirmation & Cover Sheet.
- Vendor information is incomplete.
- Any other reason determined to be in the best interest of the WTA.
- The Bid does not meet required terms and conditions.
- If WTA has reason to believe that collusion exists among Bidders and/or WTA staff.

WTA also reserves the right to:

- Accept or reject any or all Bids and their Bidders.
- Reject any or all Bids until a contract is signed.
- Reject this ITB and issue a new one for any reason.
- Waive deviations from the requirements.
- Waive any informality or minor irregularity in Bids received.
- Issue changes to this ITB in the form of a written addenda.
- Request additional information to fully evaluate a Bid or Bidder.
- Revise or cancel the work to be performed or do the work otherwise, if in the best interest of WTA.

9. BID DOCUMENTS AND SIGNATURE

All completed documents must be included in a Bid Submission Package. Altering or omitting the provided forms will render the Bid non-responsive. A complete Submission Package includes:

- Bidder Information Form.
- Bid Form.
- Subcontractor List.
- Bid Security Form Bond.
- Conflict of Interest Statement.
- Debarment and Compliance Statement.
- Certification of Compliance with Wage Payment Status.
- Non-Collusion Affidavit.
- Bidder Certification Regarding Organizational Conflict of Interest.

A Bid must be signed in full by the person or person legally authorized to bind the Bidder to a contract. A Bid submitted by a corporation shall further give the state of incorporation and shall at the time of Bid and throughout any Contract be registered with the Washington State Secretary of State as a Washington corporation or a foreign corporation registered to do business in the state of Washington. A Bid submitted by an agent shall have attached a current resolution certifying the agent's authority to bind the Bidder. The name of each person signing shall be typed or printed below the signature.

10. BID PRICES

1. The Total Bid Price must be shown in both words and figures and expressed in U.S. currency. If there is a discrepancy between the written words and the figures, the Total Bid Price shown in words takes precedence. The sum shown for the Total Bid Price will be the total amount for which the Bidder offers to perform, and agrees to accept, for the Work as described in the ITB. At the option and direction of WTA, work may be added or deleted in accordance with the Contract provisions. WTA is tax exempt for this Work under

WA State Department of Revenue WAC 458-20-171. A copy of the official ruling is available upon request.

2. The Total Bid Price and associated Bid pricing shall be valid for a period of ninety (90) days from submission of the Bid. All Bid prices shall be in legible figures and written or typed and expressed in U.S. currency.
3. Bidders agree that the WTA shall not be liable on any claim arising from Bidder's failure to investigate and familiarize himself/herself/itself with the Work, and/or the terms and conditions of the Contract.
4. Unit Prices, Extended Prices, and the Total Bid Price shall reflect what the Bidder anticipates the cost of completing the Work to be, including but not limited to methods, materials, labor, equipment, taxes, overhead, permits, insurance, and bonding. Except as the Contract may provide, the Contract shall receive no payment for any costs that exceed those in the Bid Form.
5. After opening Bids, if two (2) or more lowest responsive Total Bid Prices are exactly equal, then the tiebreaker will be based on an unbiased approach (e.g. pulling names from hat).

11. MINIMUM BIDDER REQUIREMENTS

A Bidder must meet the following minimum qualifications AT THE TIME OF BID SUBMITTAL¹

- Possess a current certificate of registration in compliance with RCW Chapter 18.27.
- Possess a current unified business identifier (UBI) number.
- Possess the required municipality endorsements on the UBI.
- Have industrial insurance coverage for the Bidder's employees working in Washington as required in RCW Title 51; an employment security department number as required in RCW Title 50; and a state excise tax registration number as required in RCW Title 82.
- Not be disqualified from Bidding on any contract under RCW 39.06.010 or 39.12.065 (3).
- Not be excluded from Bidding on SAM.gov.
- Have received training on the requirements related to public works and prevailing wage under RCW 39.04.350 and RCW Chapter 39.12.
- Within the last three (3) years immediately prior to this ITB, not have been determined by a final and binding citation and notice of assessment issued by the Washington state Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated prevailing wage and minimum wage statutes, as defined in RCW 49.48.082, any provision of RCW Chapters 49.46, 49.48, or 49.52.
- All personnel are licensed where applicable, according to Washington State RCW 19.28.161.

12. EVALUATIONS OF BIDS AND BID AWARD

1. Low Bid
 - The Contract for 2025-038 ITB HVAC Controls Upgrade will be awarded to the lowest qualified responsive and responsible Bidder.
 - No additional compensation will be allowed for other categories of labor or for labor rates in excess of those shown on the Bid form, without prior approval by WTA.

¹ RCW 39.04.350

- WTA does not represent or guarantee any minimum purchase outside of what is provided for in this ITB. This ITB does not obligate WTA to contract for the goods and/or services specified herein. WTA reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic directives of the agency.
2. Notice of Intent to Award
- Upon selection of the successful Bidder and confirmation of his/her/its responsibility as outlined in the Minimum Bidder Requirements, WTA will issue a Notice of Intent to Award to all known Bidders. The Notice of Intent in no way constitutes a promise to award nor is a final and formal acceptance of the Bid. Rather it is WTA's first step in recommending a contract to the Board. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent to Award but before Board approval.
 - WTA may, in its discretion, withdraw a Notice of Intent to Award based upon any reason. Notwithstanding the above, all Bids shall remain an enforceable "offer" that WTA may accept in its discretion until an actual Contract is executed.
 - Bidders are permitted to request a debriefing from the Procurement Office after the Bid opening.
3. WTA Contracting Representatives
- Contract compliance, including Prevailing Wage monitoring, bond review, issuing Notice to Proceed, Change Orders, and Purchase Orders is the responsibility of WTA's Procurement & Contracts Manager: procurement@ridewta.com; (360) 788-9339.
4. Execution of Contract
- Within twenty (20) calendar days after the Board has approved an award or such other mutually agreed upon date ("Award Date"), the successful Bidder shall return the signed WTA-prepared Contract, necessary insurance certificates, and satisfactory Payment and Performance bonds. Failure to provide these items within the allotted time may result in a forfeiture of the Bid Bond. In addition, WTA has the right to terminate selection of the Bidder, and any agreement entered, and award to the next lowest priced qualified responsive and responsible Bidder or reject all Bids and re-procure. Notwithstanding the above, a signed Contract is not a condition precedent to creation of an enforceable contract between WTA and the successful Bidder. WTA may, in its discretion, enforce the contract between the parties if a signed Contract is not provided, with the terms being this ITB and the Bid of the selected Bidder.
 - If the second lowest priced qualified responsive and responsible Bidder fails to timely return the required documents as stated above, the Contract may then be awarded successively to the next lowest priced qualified responsive and responsible Bidder(s) until the above requirements are met, or the remaining Bids are rejected or reject all Bids and reprocure. In the alternative, WTA may enforce the contract between it and the second lowest priced qualified responsive and responsible Bidder, with its terms being this ITB and the Bid of the second lowest Bidder.
 - Until WTA executes a Contract or declares a contract to exist, no Work shall begin within the Project limits or within WTA-furnished sites. The Bidder shall bear all risks including costs for any Work begun outside such areas and for any materials ordered before the Contract is fully executed.
 - If the successful Bidder experiences circumstances beyond his/her/its control that prevents return of the Contract documents within twenty (20) calendar days after the Award Date, WTA may in its discretion grant additional calendar days for return of the Contract documents.

5. Commencement of work

Prior to commencement of work, contractor will share:

- Attend Pre-Construction Conference with WTA.
- Contact information (Project Manager and Site Manager, etc.).
- Work Schedule.
- Schedule of Values.

13. BIDDER'S ACKNOWLEDGEMENT

1. Bid submittal is evidence and establishes that the Bidder has examined the ITB in its entirety and understands all performance and contract requirements.
2. The Bidder further acknowledges by submitting a Bid that he/she/it has:
 - Met all Minimum Bidder Requirements.
 - Read and understand the requirements of the ITB and potential contract as well as Scope of Work.
 - Investigated and satisfied himself/herself/itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:
 - Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials.
 - The availability of labor, materials, water, electric power, and roads.
 - Uncertainties of weather, river stages, tides, or other physical conditions at the site.
 - The conformation and condition of the ground.
 - The character of equipment and facilities needed before and during Work performance.
 - Biological hazards and associated physical hazards of the site.
 - The nature, extent, and character of WTA's use of the Work area, including the operation of buses.
 - Fully understands the requirements for obtainment of insurance and/or bonds, and the associated costs of obtaining and maintaining insurance and/or bonding.
 - Satisfied himself/herself/itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered as far as this information is reasonably ascertainable from an inspection of the Work site (including material sites), as well as, from the contents of this ITB and other information that will be made a part of the Contract.
 - Satisfied himself/herself/itself as to the adequacy of time allowed for the completion of the physical Work to be performed under the Contract.
 - Failure to take the actions described and acknowledged in this part shall not relieve the Bidder from responsibility for properly estimating the difficulty and cost of successfully performing the Work, or from proceeding to successfully perform the Work without additional expense to WTA. The Bidder agrees that the WTA shall not be liable on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Bidder's failure to investigate and familiarize himself/herself/itself sufficiently with the conditions under which the Contract is to be performed.



- The information provided by WTA is not used by the Bidder as a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder. Bidder acknowledges that he/she/it has not relied upon WTA furnished information regarding site conditions in preparing and submitting a bid.



**2025-038 ITB
HVAC CONTROLS UPGRADE
SECTION 2
BID CONDITIONS**

SECTION 2: BID CONDITIONS

1. REQUEST FOR CLARIFICATION, DEVIATION, OR SUBSTITUTIONS

Any Bidder(s) believing any term of this ITB, or contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternative must submit his/her/its request using WTA's Procurement Portal by the Clarification Deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposed condition of a Bid, will be rejected as non-responsive. Any proposed changes or requests pertaining to the proposed contract must be made prior to the Clarification Deadline.

2. MODIFICATION OR WITHDRAWAL OF BID

- Any Bid may be withdrawn at any time prior to the time set for public opening. Bids may not be revised once the opening date has passed, unless specifically requested by WTA.
- Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are fully in conformance with these ITB instructions.

3. RETAINAGE

Retainage will be administered in accordance with RCW Chapter 60.28 and in accordance with WTA policy, which states:

- Projects less than \$10,000: Retainage not required.
- Projects between \$10,000 and \$150,000, at the Contractor's discretion, either:
 - A) 5% Retainage + a Payment and Performance Bond; or,
 - B) 10% Retainage if no Payment and Performance Bond.
- Projects over \$150,000: 5% Retainage and a Payment and Performance Bond required.

4. PREVAILING WAGES

- RCW Chapter 39.12 requires Prevailing Wage to be paid to all workers that perform work on this Project. Complete job descriptions can be found in Chapter 296-127 WAC. Contractor is responsible for correct applicability and reporting of Job Descriptions.
- Contractor will be required to meet Washington State Prevailing Wage rates in effect at the time of ITB due date, unless exempt under WAC 297-127-430.
- Contractor and all subcontractors are required to file the Intent to Pay Prevailing Wage with the State of Washington Department of Labor and Industries (Department) before invoices are paid. An Affidavit of Wages Paid must be filed at Project completion. Certified payrolls will be on file with Labor and Industries. Contractor agrees to pay the Department the required fee(s) with each Statement of Intent to Pay Prevailing Wages and each Affidavit of Wages Paid submitted, and those costs may be factored into the Bid Form.
- Federal Davis Bacon wage rules will not apply to the contract for the Work.

5. STATE, LOCAL & FEDERAL LAWS

Contractor shall comply with all local, municipal, State and Federal laws and county and local regulations as they pertain to this Project, including, but not limited to, the following Chapters in the Washington State Revised Code of Washington:

Retainage	RCW 60.28	Handicapped Provisions	RCW 70.92
WA State Public Works Act	RCW 39.12	Resident Employees	RCW 39.16
Nondiscrimination	RCW 49.60	Public Works	RCW 39.04
Hours of Labor	RCW 49.28	L&I Wage Rates	See 1.14 above.



CONTRACTOR'S Bond
CONTRACTOR'S Reg

RCW 39.08
RCW 18.27

Bid Offenses

RCW 9.18

6. SUBCONTRACTING

As a condition of Contract execution, copies of all subcontract agreements must be provided to WTA's Procurement Department. WTA reserves the right to investigate sub-contractor responsibility. WTA will not approve change orders to the Bid price for replacing rejected contractors.

Contractor will be jointly and severally, and vicariously liable to WTA and responsible for the Work and action of its subcontractors, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency of the work of subcontractors and compliance with all provisions of the Contract. All subcontractors shall be jointly and severally liable to WTA and responsible for their Work.

Contractor shall be responsible to assure that all subcontractors comply with applicable regulations, statutes and local requirements for the work performed by the subcontractor, including, but not limited to, compliance with all requirements of the Washington State Labor & Industries.

Contractor's records pertaining to the requirements of this special provision must be open to inspection or audit by representatives of the Department during the life of the Contract and for a period of not less than three (3) years after the date of acceptance of the Contract. Contractor must retain these records for that period.

Contractor must also guarantee that the records of all Subcontractors and Agents will be open to similar inspection or audit for the same period.

Contractor shall include a provision in all subcontract agreements requiring that the subcontractor will comply with all applicable provisions of the Contract.

7. MINORITY BUSINESS CONTRACTING

1. WTA encourages contractors to utilize Disadvantaged, Small, Veteran, Minority, and Women Owned Business as often as possible and make good faith efforts to subcontract or purchase goods and equipment from them.
2. A complete list of certified businesses can be found at omwbe.wa.gov. Contractors are also encouraged to receive Federal DBE certification where applicable.

8. VETERANS PREFERENCE

As provided in RCW 73.16.110, to the extent practicable, WTA requires that each of its Contractors:

1. Will give a hiring preference to Veterans who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project; and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

9. BID PROTEST PROCEDURES

1. Filing a Protest

- Any party with an interest in the award issued under this ITB may file a protest that WTA staff did not follow its own policies and procedures regarding a procurement action as defined below. A protest may not be filed challenging WTA's recommendation of a potentially successful low Bidder unless there is verifiable evidence of collusion or a violation of the minimum Bidder requirements. The protest must be submitted in writing to WTA's Procurement Department, and include the following information:
 - Name, address, email address, and telephone number of the protester.
 - Signature of the protester or their representative.
 - Identification of the solicitation.
 - Detailed statement of the legal and factual grounds of the protest.
 - Copies of all relevant documents.
 - The form of relief requested.
- Issues and facts not stated in the Notice of Protest will not be considered.
- All communications with involved parties shall be in writing and open for public inspection.

2. Time for Filing a Protest

- A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least seven (7) days before the due date for submission of Bids. A protest based upon alleged improprieties in an award of a contract entered pursuant to this ITB, or a proposed award of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

3. Notice of Protest

- WTA shall immediately give notice of a protest to any successful Bidder if a Contract has been awarded. If no award has been made, notice will be provided to all Bidders.

4. Stay of Award.

- If a protest is filed by one other than another Bidder, the award may be made unless the Finance Director determines in writing that:
 - Reasonable probability exists that the protest will be sustained; and
 - Stay of the award is not contrary to the best interests of WTA.
- If a protest is filed by another Bidder under RCW 39.03.105:
 - Entry into a contract shall be delayed for two (2) full business days after providing Bidders with copies of all Bids pursuant to RCW 39.03.105(1). Any further delay in awarding or entering a contract in the face of a protest by a Bidder shall be within the discretion of the Finance Director, subject to the same standards as set out above.
 - WTA will not execute a contract for the Work with anyone other than the protesting Bidder without first providing at least two (2) full business days' written notice of its intent to execute a contract for the Work; provided that the protesting Bidder submits notice in writing of its protest no later than: (a) Two (2) full business days following Bid opening, if no Bidder requested copies of the Bids received for the project under RCW 39.03.105(1); or (b) two (2) full business days following when WTA provided copies of the Bids to those Bidders requesting Bids under RCW 39.03.105(1).

5. Review of Protest

- The WTA Finance Director, or Designee shall review and investigate properly filed protests and issue a written decision to the protestor pursuant to the following procedures:
 - A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
 - A decision of the protest will be made by the WTA Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
 - The WTA Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
 - The decision of the WTA Finance Director shall be final, unless appealed as provided herein.
 - A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

6. Appeal:

- A protestor may appeal the WTA Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after issuance of the written decision by the protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the WTA Finance Director shall be reviewed and investigated by the WTA General Manager who shall issue WTA's final decision no later than twenty-one (21) days after receipt of the protest.

10. SINGLE BIDDER OR NO BIDDERS

In the event that only one (1) Bid is received, WTA may request an extension of the offer period, reject the Bid and re-issue the ITB, and/or conduct a cost analysis. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by WTA to assist in such analysis. By conducting such analysis, WTA shall not be obligated to accept a single Bid.

Should there be no Bids received, WTA may issue a new ITB or contract with a vendor of its choosing under its Sole Source process.

11. ITEMS OF WORK

WTA reserves the right to, and may at its option, delete any Bid item or items, or any portion of the Work, or otherwise select the item or items of Work, as incorporated herein, to be performed under any contract.

No additional compensation will be allowed because of any such deletion or selection. WTA also reserves the right to modify the items of Work, or to add such additional items of work as may be determined necessary by and be approved by the Contract Administrator.

12. CONTACT WITH WTA

Until the Contract is awarded, all inquiries or contact of any kind must be directed to:

Procurement & Contracts Manager
4011 Bakerview Spur
Bellingham, WA 98226

(360) 788-9339
procurement@ridewta.com

Communications with any other WTA employee or agent before the Contract is awarded is prohibited. Doing so may cause disqualification by WTA.

13. CONFLICTS OF INTEREST

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Bidders. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any award decision.

Bidders and their staff must declare any perceived or actual conflict of interest (see Exhibit G BIDDER CERTIFICATION REGARDING ORGANIZATIONAL CONFLICT OF INTEREST). For example, a conflict of interest would arise if a Bidder or Bidder staff did the following:

- Assists in the creation of the Scope of Work. This includes, but is not limited to, reviewing and commenting on the preliminary Scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a Project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the Project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g., distributor/manufacturer relationship).

If a conflict of interest is discovered post-award, this will be considered a breach of contract, and the contract will be terminated under the terms and conditions provided in Appendix V. The Bidder must pay any additional costs incurred by WTA to engage another contractor to finish the work.

14. BIDDER'S CHECKLIST

By submitting a Bid, the Bidder agrees to be bound by, adhere to all legal requirements, and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR BIDDERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original Bid document. Bids not adhering to the provided directions may be disqualified as non-responsive.

- Exhibit A – Bidder Information Form.
- Exhibit B – Bid Form.
- Exhibit C – Subcontractor List.
- Exhibit D – Bid Security Form and Bid Bond.
- Exhibit E – Debarment and Compliance Statement.
- Exhibit F – Non-Collusion Affidavit.

- Exhibit G – Bidder Certification Regarding Organizational Conflict of Interest.

Bidders are advised that the following will be incorporated into the final contract:

- Invitation to Bid including Appendices
 - Appendix I – Sample Contract.
 - Appendix II – Bid Specifications.
 - Appendix III – Bid Drawings
 - Appendix IV – General Contract Terms & Conditions.
- Issued Addenda (if applicable).
- Contractor's submitted Bid including completed exhibits.
- Executed Contract.
- Task Orders/Purchase Orders.

Bidders are responsible for ensuring they can access all Exhibits & Appendices.



**2025-038 ITB
HVAC CONTROLS UPGRADE
SECTION 3
BID DOCUMENTS**



SUBMISSION PACKAGE/BID DOCUMENTS

The completed exhibits contained in the Submission Packet will be incorporated into the final contract entered with a successful Bidder. Refer to "Bidders Checklist" for more information on final contract documents.

It is the Bidder's responsibility to ensure WTA has received their submission. WTA bears no responsibility for Bids that may be sent but not received due to technical issues.

Bids will be delivered to WTA located 4011 Bakerview Spur, Bellingham, WA 98226, no later than the September 23, 2025, at 12:00 PM deadline. Clearly print Bid number 2025-038 ITB HVAC Controls Upgrade on the outside of the envelope. WTA may not review submissions if the packet or forms are altered in any way.

By submitting a Bid, a Bidder is assuring that he/she/it has reviewed the ITB and solicitation request in its entirety.



EXHIBIT A: BIDDER INFORMATION FORM

All fields must be completed if applicable. Failure to complete this form in its entirety may result in the Bid being rejected as non-responsive.

Bidder Business Name:		
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation (State of Incorporation _____) <input type="checkbox"/> Other		
Physical Business Address (Must NOT be a PO Box)		
City	State	Zip Code
Business Telephone #	Business Fax #	Business Email
Business License# & State of Issue	EIN#	Contractor's Registration #
Receipt is hereby acknowledged of Addenda No(s): _____ NOTE: Failure to acknowledge receipt of addenda may be considered non-responsive to the Bid.		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER

"I declare under penalty of perjury under the laws of the State of Washington that the Bid submitted is genuine. This Bid is not fake or made on behalf of any person who has an interest in the award. No other Bidder has been solicited to put a false Bid, adjust their price lists, or coerced any other company to refrain from Bidding. I guarantee that my firm has not attempted to secure an advantage over any other Bidder through collusion. All statements and information contained in the submitted Bid are true, correct, and based on the requested scope of work. All employees and agents of the Bidder are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost. My signature below assures WTA that the firm acknowledges and will comply with all parts of this Solicitation."

The Bidder hereby certifies that, within the three-year period immediately preceding the Bid solicitation date August 23, 2023, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature of Authorized Officer/Agent

Date

Print Name & Title

The individual named herein is duly authorized to obligate the firm to a contract.

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

THIS FORM MUST ACCOMPANY BID.



EXHIBIT B: BID FORM.

Date: _____

TO: Whatcom Transportation Authority

This certifies that the Undersigned has examined the location of the project site(s) and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "**HVAC Controls Upgrade 2025-038 ITB**" and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work in this project in accordance with said contract documents, and agrees to accept as payment for said work, the Schedule of Values as set forth in the Bid Form below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

Company Name: _____

This Project is Tax Exempt

Bid Total \$ _____

*Bid Total Amount in Written Text
(must agree with figure above or Bid Total Amount in Written Text takes precedence).*

EXHIBIT C: SUBCONTRACTOR LIST

To be submitted with, or as a supplement to, the Submission Package for ITB 2025-038 HVAC Controls Upgrade, as applicable, and in accordance with RCW 39.30.060:

Failure to submit the names of Subcontractors, as follows, will result in the Bid being rejected as non-responsive.

a) Within one (1) hour after the published Bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work; and

b) Within forty-eight hours (48) after the published Bid submittal time, the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

If a Subcontractors List is submitted as a supplement after the Bid submittal time as described above, the list must be delivered to:

WTA
Procurement & Contracts Manager
4011 Bakerview Spur
Bellingham, WA, 98226
procurement@ridewta.com
(360)788-9339

To the extent the Project includes one (1) or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the Bidder certifies that the work will either (i) be performed by the Bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the Bidder.

Category of Work	Subcontractor Name
HVAC	
Plumbing	
Electrical	
Structural Steel Installation	
Rebar Installation	

* Bidders are notified that PVC or metal conduit, junction boxes, etc., are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.



EXHIBIT D: BID SECURITY FORM

A Bid guaranty in the amount of five percent (5%) of the total Bid, based upon the approximate estimate of quantities at the above process and in the form as indicated below, is attached hereto:

☐ BID BOND IN THE AMOUNT OF 5% OF THE BID

☐ CASHIER'S CHECK \$ _____ dollars

☐ CERTIFIED CHECK \$ _____ dollars

Date: _____ Signature: _____



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
of _____, as PRINCIPAL, and _____
_____, a corporation duly organized under the laws of the State of
_____, and authorized to do business in the State of Washington, as SURETY, are
held and firmly bound unto the WHATCOM TRANSPORTATION AUTHORITY, as OBLIGEE, in the
full and penal sum of five percent (5%) of the total amount of the Bid of said PRINCIPAL for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs,
executors, administrators and assigns, and successors and assigns, jointly and severally by these
presents.

The condition of this bond is such that whereas the PRINCIPAL is herewith submitting its sealed Bid
for **2025-038 HVAC Controls Upgrade** said Bid , by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said Bid by the PRINCIPAL be accepted, and the contract be awarded to
said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and
shall furnish bonds as required by the OBLIGEE within a period of twenty (20) days from and after
said award, exclusive of the day of such award, then this bond shall be null and void, otherwise it shall
remain and be in full force and effect. Alternatively, if the PRINCIPAL, after submitting a Bid for the
above-named project, is awarded the contract and fails to provide bonds acceptable to the OBLIGEE,
the PRINCIPAL shall forfeit the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed
and sealed this _____ day of _____, 2025.

By _____

Principal

By _____

(SEAL)

Surety

Contractor Name

EXHIBIT E: DEBARMENT AND COMPLIANCE STATEMENT

By submitting a signed Submission Package, each Bidder is assuring WTA of the following:

1. Bidder is not on the current list of Washington State debarment lists.
2. Bidder is registered with SAM.gov and is not restricted or prohibited from proposing or doing business with a government agency.
3. Bidder agrees to adhere to ADA requirements.
4. Bidder will work to promote employment and opportunity among Disadvantaged Business Enterprises (DBE) as well as small, veteran, and women/minority owned businesses. The Bidder, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Bidder shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Bidder to carry out these requirements is a material breach of any contract, which may result in the termination of any contract or such other remedy as the recipient deems appropriate.
5. Bidder certifies that he/she/it does not maintain or provide for his/her/its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. Bidder assures that the he/she/it is fully licensed, bonded, and insured. A copy of the successful Bidder's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish Bidder's responsibility as part of the evaluation process.

Date: _____ Signature: _____



EXHIBIT F : NON-COLLUSION AFFIDAVIT

I, the Undersigned, an authorized representative of _____, being first duly sworn on oath do hereby certify that said person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Bidding in connection with the project for which this Bid is submitted.

I further acknowledge that by signing the Bid, I am deemed to have signed and have agreed to the provisions of this non-collusion affidavit.

DATED

(Seal or Stamp)

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

TITLE

MY APPOINTMENT EXPIRES

EXHIBIT G
BIDDER CERTIFICATION REGARDING ORGANIZATIONAL CONFLICT OF INTEREST

Bidder is required to certify that submission of a Bid to any WTA Invitation to Bid, or other request for services/goods, or the awarding of a contract to Bidder will not create any actual or potential conflicts of interest with WTA, based on previous or concurrent work with WTA (or any other related third- party work), or arising from any relationships or contacts with WTA employees, staff or WTA Board members.

For example, a conflict of interest would arise if Proposer or associated staff:

- Assists in creation of the scope of work. This includes, but is not limited to, reviewing or commenting on the preliminary scope in whole or part, assisting WTA in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good, service or sub-contractor relating to a contract or potential contract. (e.g. distributor/manufacturer relationship, or receipt of commission from a sub-contractor).

Bidder should **check one of the boxes below and sign at the bottom of this form. Submit only the first page of this form plus other documents as required with your Proposal.**

I. Proposer is Unaware of Any Conflicts

- ☐ Bidder is unaware of any potential conflict of interest, including any potential conflict as set out above. To the best of its/his/her knowledge and belief, Bidder has determined that submission of the proposal or entry into a contract with WTA will not create any conflict of interest for the Bidder, any affiliates, or any proposed subconsultants, including any key personnel for these organizations.

II. Proposer's Disclosure of Potential Conflict

- ☐ Bidder is aware of a potential conflict of interest, which is based upon the following:

Bidder shall provide, as part of its/his/her proposal, an explanation of the procedures it/he/she has followed or will follow to eliminate the actual or potential conflict, or the proposed actions and procedures for WTA to take to eliminate the actual or potential conflict. Before any award to Bidder, WTA must determine that there is no conflict as reported by Bidder or identify the actions that Bidder and/or WTA has taken or must take to eliminate the conflict or the impacts of the conflict.



[Bidder Certification Regarding Organizational Conflict of Interest Continued]

Bidder: _____

By: _____

Title: _____

Dated: _____

2025-038 ITB
HVAC CONTROLS UPGRADE
SECTION 4
SCOPE OF WORK AND CONDITIONS

SECTION 4: SCOPE OF WORK AND CONDITIONS

1. SCHEDULE OF WORK

Work start date shall be coordinated with WTA's Construction Project Manager.

Contractor agrees to Substantially Complete all the Work under the Base Bid within ninety (90) calendar days from the Notice to Proceed.

Final Completion – All the Work shall be fully and finally completed in accordance with the Contract documents within thirty (30) calendar days of the date of Substantial Completion.

2. HOURS OF WORK

Work schedule must be approved by WTA's Project Manager prior to commencement.

Contractor must have executed a WTA Contract, provide payment and performance bonds, and an Insurance Certificate with required endorsements prior to the commencement of work. The Certificate must name Whatcom Transportation Authority as Certificate Holder. Insurance requirements can be found in Appendix IV – General Terms and Conditions.

It is Contractor's responsibility to follow County, State and Federal code with plans and permits if required.

Contractor will provide all labor, equipment, and materials for: **HVAC Controls Upgrade** per scope and specifications outlined in Appendix II Bid Specifications.

Contractor must remove all tools and remove and dispose of all excess material from work site in an appropriate manner. Disposal documents may be required.

Contractor will follow all OSHA/WSHA/RCW/WAC regulations for the safety of his/her/its employees, WTA staff and bus passengers.

3. SCOPE OF WORK

Under the terms of the contract with the awarded Contractor, they/he/she/it shall provide replacement of DDC control for all equipment and devices with existing capability, including: (see Appendix II Bid Specifications).

- Three (3) makeup air handlers.
- Two (2) rooftop air conditioning (AC) units.
- Thirty-nine (39) fan-powered boxes, including new thermostat wiring, replacement of damper motors.
- Gas-fired furnace.
- Rooftop heating unit.
- Three (3) vehicle exhaust fans and their ten (10) associated hose reels with interlocks.
- Twelve (12) exhaust fans with DDC status and enable-monitoring: six (6) of these with thermostatic control and one (1) with hydrogen sensor control.
- Low-limit temperature alarms in the washdown reclaim room, wash bays, and sprinkler room.

No new DDC capability is to be added to equipment that does not already have it.

Provide a new variable-frequency drive and controls for the exhaust fan of makeup air unit MAH-1.

Components of the existing DDC system (devices, conduit, wiring, etc.) may be re-used as deemed acceptable after an on-site survey.

Provide DDC system software and appropriate licenses, and a workstation laptop computer to host the software and operator front-end.

Contractor Shall:

Prior to Construction:

- Have and maintain an active Bellingham business license.
- Contractor must maintain a valid Washington contractor's license for the duration of this Contract.
- Obtain local permits, depending on jurisdictional requirements.

During Construction:

- Maintain a clean construction site including daily sweeping of impacted pavements and removal of construction waste.
- Maintain, to the extent feasible, pedestrian and passenger access (including ADA).
- Correct any deficiencies identified by WTA or municipal permitting agencies during the construction process.

Design Compliance:

- Ensure that all construction meets WTA Design Standards.

4. CLEAN-UP

At all times, Contractor and subcontractors must keep the site of work free of any accumulation of waste material or rubbish caused by their employees or by their operations in the performance of the Work, and leave the workplace, and its immediate vicinity clear for day-to-day operations of WTA. At the completion of the Work, Contractor must remove all garbage, tools, and materials from and about the site of work.

5. DISPOSITION OF REMOVED EQUIPMENT AND SCRAP

Unless otherwise provided, any equipment removed shall become the property of WTA and shall be disposed of in such a manner as WTA may direct. Scrap and/or salvage removed during the period of work will become the property of Contractor unless agreed to otherwise. When calculating this Bid, Bidders shall take into consideration the value of such scrap.

All material disposed must be legally documented and certifications of disposal may be requested by WTA.

6. REMOVALS

In the event Contractor requires the removal of tools, material, garbage, or any part thereof, Contractor shall be responsible for the removal of any dirt or debris required as part of the Work.

All such work and materials as specified herein shall be to the satisfaction of the WTA's representative. All such costs incurred by Contractor for the Work and materials shall be considered a part of the contract and no additional compensation will be allowed.



All costs incurred by Contractor in complying with the requirements of this section must be considered part of the contract and no additional compensation will be allowed.

2025-038 ITB

HVAC CONTROLS UPGRADE

SECTION 5

**SPECIAL TERMS AND CONDITIONS OF THE
CONTRACT**

SECTION 5: SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

In addition to all other terms and conditions state in the ITB, the following general terms and conditions shall be included as part of any awarded contract and sub-contract and shall apply to performance of any work.

1. CONTRACT TERM, COMPENSATION, AND INVOICE PAYMENTS

- Contract Term: The initial length of the Contract will be for one (1) year, with the right for WTA to extend for one (1) additional one (1) year term. Or until work is complete.
- Compensation: WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties.
- Invoices: Contractor will invoice WTA no later than the 15th of each month. WTA reserves the right to refuse payment on invoices for work that is completed sixty (60) days prior to the invoice and Application for Progress Payment receipt. Invoices for the previous year must be submitted no later than January 15th. WTA will refuse payment for previous year's invoices submitted past this date.

Payment will be based on Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e., 3% Net 15, etc.), Firm Fixed Fee milestones, and corresponding milestone payments.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for overdue payments due to incorrect routing on the part of the vendor or for omitting required invoicing documents.

2. DUTY TO INFORM

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, fault, or defect in the Project, or any nonconformance with any contract document, Federal, state, or local law, rule, or regulation, Contractor shall give immediate written notice thereof to WTA's Contracting Officer.

3. CONTRACTOR PERFORMANCE REVIEWS

WTA will conduct a performance review of projects and Contractor annually or upon task order completion, whichever comes first while the Contract is in effect². These reviews shall be completed by WTA's Program Manager and any other individual project stakeholders. The completed evaluation form shall be shared with Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- Communication: Contractor communicates regularly and openly with staff assigned to projects. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Presentations are clear and well received.

² 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

Verbal and written communication is concise and easy to understand to individuals not on the project teams. Tasks for all stakeholders are clearly defined.

- Quality of deliverables Completed project accurately represents Task Order, follows milestones, and meets or exceeds proposed deadlines. Deliverables including reports, Task Order quotes and invoices are submitted in the timelines outlined, are accurate and error free. Contractor has a quality assurance process in place to reduce errors and ensure accuracy of all deliverables, invoices, and information.
- Interpersonal Skills with WTA staff: Effectively coordinates and cooperates in project development, implementation, process, and programs. Actively engages stakeholders in project design and administration. Collaborates with all internal stake holders and is conscious of how workflows intersect. Respectful of WTA culture, mission, vision, and values. Seeks feedback to improve performance, vendor relationships and stakeholder commitment towards quality deliverables.
- Vendor interaction and relationships Is courteous with project vendors and mindful of existing and future relationships between the vendor community & WTA. Cooperates with vendors while being mindful of WTA's requirements. Assertive with WTA's needs and requirements while being respectful. Represents WTA appropriately at meetings and discussions.

Evaluations will be scored as follows:

1 = CONSISTENTLY BELOW EXPECTATIONS: Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

2 = BELOW EXPECTATIONS: Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires more than a normal degree of direction and supervision.

3 = MEETS EXPECTATIONS: Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

4 = EXCEEDS EXPECTATIONS: Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

5 = CONSISTENTLY EXCEEDS EXPECTATIONS: Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

4. SUPERVISION AND COORDINATION

Contractor shall: 1) competently and efficiently, supervise and direct the implementation and completion of all Contract requirements and the Work; and 2) designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

5. DEFAULT

If Contractor breaches any term of the Contract and fails to cure such breach within any cure period that WTA may allow, WTA may terminate the Contract for default by providing three (3) days written notice to Contractor. Contractor may invoice WTA for goods and services provided



and accepted by WTA prior to termination at the Contracted price. WTA reserves the right not to pay invoices submitted past thirty (30) days. In addition to the right to terminate, WTA may seek and recover any other available remedies allowed by law against Contractor and its sureties caused by default. These remedies include procurement of replacement goods or services from another provider, attorneys' fees, and/or recovery of its damages, attorneys' fees and costs from Contractor or other administration costs, as necessary.

If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.



**APPENDIX I
SAMPLE CONTRACT
2025-038 ITB
HVAC CONTROLS UPGRADE**

SAMPLE CONTRACT

This CONTRACTUAL SERVICE AGREEMENT (Agreement) is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area formed under RCW Chapter 36.57A, and XXXXXX (CONTRACTOR). CONTRACTOR agrees to provide XXXXXXXXXX (Scope of Work). WTA and CONTRACTOR agree to a not to exceed amount of \$XXXXXXXXXX before sales tax, with project completion to occur within XXXXXXXX (XXX) calendar days from the date work commences.

WTA and CONTRACTOR agree as follows:

1. The Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:
 - This agreement and exhibits, dated _____.
 - CONTRACTOR Bid price dated XXXXXXXXXX.
 - Invitation to Bid XXXXXXXXXX Addenda.
 - # 1 issued XXXXXXXX.
 - # 2 issued XXXXXXXX.
 - Invitation to Bid XXXXXX, All Appendices, and all Drawings released XXXXXXXX.
2. CONTRACTOR shall perform all the work required by all Divisions of XXXXXXX, as well as all perform such work in compliance with all specifications and drawings listed in Section XXXXXXXXXX. In cases of conflict between the specifications and drawings, the most restrictive shall govern.
3. The Agreement term and the period in which CONTRACTOR shall complete all work is for XXXXXXXXXX days from the date Notice to Proceed is issued by WTA, with any needed time extension being executed through the change order process outlined in ITB XXXXXXXXXX Section XXXXXX.
4. CONTRACTOR and all Sub-CONTRACTORS agree to file an Intent to Pay Prevailing Wage with Washington State Labor & Industries (L&I). The intent must be approved by L&I before invoice payments will be made. CONTRACTOR and all Sub-CONTRACTORS will also file an Affidavit of Wages Paid following final acceptance each year the Agreement is in effect per RCW 39.12.020. This will be done at no extra cost to WTA.
5. Prevailing Wages will be paid based on XXXXXXXXXX rates for Whatcom County, Washington. These rates will coincide with labor classifications on the schedule of values submitted by CONTRACTOR.
6. WTA reserves the right to conduct onsite inspections of work, and interview employees to verify that prevailing wage is being received.
7. Retainage will be released once WTA receives acknowledgement from the Department of Revenue, Employment Security, and L&I that all taxes, workers' compensation, and unemployment premiums are paid by CONTRACTOR and all Sub-CONTRACTORS; WTA receives acknowledgement that all Sub-CONTRACTORS, suppliers or material

providers have been paid in full; and WTA is reasonably assured that no liens, or other claims arising from CONTRACTOR'S work exist.

8. CONTRACTOR agrees to provide a performance bond in the amount of XXXXXX Dollars (XXXXXXX), which shall be in place before CONTRACTOR commences any work.
 9. CONTRACTOR agrees to provide a payment bond in the amount of XXXXXXX before CONTRACTOR commences any work.
 10. CONTRACTOR will maintain and provide proof of insurance to WTA as outlined in XXXXXXXXX.
 11. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's Purchasing & Contracts Manager. Changes will be executed through the change order process outlined in XXXXXXX.
- Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by both Parties. Only WTA's General Manager, or designee shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Agreement on behalf of WTA.
12. WTA shall pay CONTRACTOR in US funds. Payment will be made in a Net thirty (30) days term upon approved "Application for Progress Payment" and receipt of invoice for each progress payment request. CONTRACTOR shall pay any Sub-CONTRACTOR within ten (10) days after the receipt WTA's payment.
 13. Invoices and Progress Payment Application will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below.
 14. WTA's Purchasing & Contracts Manager or designee must approve any change orders in writing, and otherwise in compliance to the obligations set out in the solicitation. Services or goods provided without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete services from this Agreement and will make appropriate adjustments to the contract price.
 15. CONTRACTOR shall throughout the term of this Agreement, be a registered with the Washington State Secretary of State as a Washington state corporation or a foreign corporation authorized to transact business within the State of Washington and maintain a registered agent in the state of Washington.
 16. The parties agree that this Agreement and its incorporated documents are the complete expression of the terms. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.



17. Original signatures transmitted and received via electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

EXECUTED this _____ day of _____, 20____

WTA:

CONTRACTOR:

Les Reardanz, General Manager
Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

Name and Title
Agency
Address 1
Address 2

APPENDIX II

BID SPECIFICATIONS

2025-038 ITB

HVAC CONTROLS UPGRADE

(Included in an Attached PDF)

**APPENDIX III
BID DRAWINGS
2025-038 ITB
HVAC CONTROLS UPGRADE**

(Included in an Attached PDF)

APPENDIX IV

GENERAL TERMS AND CONDITIONS

2025-038 ITB

HVAC CONTROLS UPGRADE

(Included in an Attached PDF)