

**Request for Qualifications and Quotations****DPF Core Cleaning Voucher Program****Table of Contents**

Section 1	Introduction and General Provisions
Section 2	Background and Scope of Services
Section 3	Contract Term
Section 4	Contents of Proposals
Section 5	Submission of Proposals
Section 6	Proposal Evaluation Criteria
Section 7	Selection of Successful Bidders
Section 8	Protest Procedure
Section 9	Contract Preparation
Appendix 1	DPF Cleaning History Form
Appendix 2	Request Response Form – Title Page
Appendix 3	Request Questionnaire
Appendix 4	Certifications and Assurances
Appendix 5	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Appendix 6	Standard Portion of Puget Sound Clean Air Agency Contract

**Section I. INTRODUCTION AND GENERAL PROVISIONS**

The Puget Sound Clean Air Agency requests proposals for the following purpose according to the terms and conditions attached. In this request for qualifications and quotations (Request), the terms "bidder," "contractor" and "consultant" are used interchangeably.

**1.1 Purpose:** To solicit proposals to provide one of the following two services:

Service 1: Provide in-house cleanings of diesel particulate filters (DPFs) or DPF replacements on drayage trucks owned by qualifying participants of our DPF Cleaning Voucher Program, including:

- Removing the DPF from the truck;
- Inspecting the truck's exhaust system;
- Performing pin gauge measurements;
- Testing the flow of the DPF against baseline measurement;
- Performing pneumatic cleaning and post-pneumatic cleaning testing;
- Performing thermal cleaning and post-thermal cleaning testing (if necessary);
- Replacing DPF gaskets and sensors as needed;
- Reinstalling the DPF on the truck; and
- Verifying all parts of the DPF system are working properly including fuel injectors, sensors, and dashboard indicators.

Service 2: Provide out-sourced diesel particulate filter (DPFs) cleanings or DPF replacements on drayage trucks owned by qualifying participants of our DPF Cleaning Voucher Program:

- Removing the DPF from the truck;
- Inspecting the truck's exhaust system;
- Sending the DPF to an agency-approved third-party for cleaning;
- Reinstalling the DPF on the truck; and
- Verifying all parts of the DPF system are working properly including fuel injectors, sensors, and dashboard indicators.

**1.2 Schedule:** The following is a tentative schedule of events:

Date	<i>Event</i>
March 6, 2019	<i>Release of Request</i>
March 7, 2019-May 31, 2019	<i>Bids will be accepted</i>
March 7, 2019	<i>The first bids will be reviewed</i>
March 11, 2019	<i>Contract preparation for first qualified bidders</i>
March 18, 2019	<i>Contract term begins</i>
December 31, 2019	<i>Contract terminates</i>

**1.3 Contact Project Manager for Further Information:** Questions on the requirements of this RFP or how to apply should be directed by telephone, e-mail, or in writing to the Project Manager.

Project Manager: Beth Carper  
 Phone Number: 206-689-4057  
 E-mail address: bethc@pscleaseair.org  
 Mailing Address: 1904 Third Avenue, Suite 105  
 Seattle, WA 98101

The Project Manager is the sole point of contact in the agency for this Request. Any other communication will be considered unofficial and non-binding on the agency.

**1.4 Agency Not Obligated By This Request.** Release of this Request or selection of a bidder does not obligate the agency in any way to contract for the services specified herein or approve or expend any funds for the services described herein. Such funds shall only be approved or expended by the agency subsequent to execution of a contract between the agency and the successful bidder.

The agency will not be liable for any costs incurred by any bidder in preparation of a proposal submitted in response to this Request, in conduct of a presentation, or any other activities related to responding to this Request. No claim for reimbursement of time, material or travel expenses shall be made by a bidder against the agency, regardless of the results of the selection process.

Bidders should be prepared to accept this Request for incorporation into a contract resulting from this Request. Contract negotiations may incorporate some or all of a bidder's proposal. It

REQUEST FOR QUALIFICATIONS AND QUOTATIONS - 3

Form No. 61-145 (03/16) bhw

is understood that submitted proposals will become part of the agency's records on this matter without obligation to the agency.

**1.5 Proposals Become Property of the Agency.** All proposals become the property of the agency, and are subject to disclosure under the state public disclosure laws. Any information in a proposal that a bidder desires to claim as proprietary and exempt from disclosure under RCW 42.56 or 70.94.205 must be clearly designated as such. The information must be clearly identified and the particular exemption from disclosure upon which the bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as proprietary information will not be honored. The agency will consider a bidder's request for exemption from disclosure to the extent permitted by law.

**1.6 Revisions to the Request.** In the event it becomes necessary to revise any part of this Request, addenda will be provided via e-mail to all individuals who have made the Project Manager aware of their interest. Addenda will also be published on <http://www.pscleanair.org/302/Open-Requests-for-Proposals-RFPRFQ>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to this Request and will be placed on the Website. If you downloaded this Request from the agency website located at <http://www.pscleanair.org/302/Open-Requests-for-Proposals-RFPRFQ>, you are responsible for sending your name, e-mail address, and telephone number to the Project Manager in order for your organization to receive any Request Addenda.

The agency reserves the right to cancel or to reissue the Request in whole or in part, prior to the execution of a contract.

**1.7 Minority and Women-Owned Business Participation.** It is the agency's policy that small businesses, minority and women's business enterprises (MWBE) have the opportunity to participate in the performance of agency contracts. Bidders, and their vendors of goods and services in fulfillment of this contract, should afford equal opportunity in employment while providing goods and services to the agency; and should take the necessary steps to ensure that small businesses and MWBEs have the opportunity to participate in the performance of contracts and agreements with the agency. Participation may be either on a direct basis in response to this Request or on a subcontractor basis.

No preferences for MWBE participation will be included in the evaluation of responses, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected for not including MWBE participation.

Bidders shall not discriminate on the basis of race, creed, color, national origin, religion, age, gender, marital or veteran status, or the presence of any sensory, mental or physical handicap in the award and performance of contracts and subcontract agreements.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in contract documents will apply.

Bidders may contact OMWBE at (360) 664-9750 or [www.omwbe.wa.gov](http://www.omwbe.wa.gov) to obtain information on certified firms.

**1.8 Title VI.** The agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 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 ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 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.

## **Section 2. BACKGROUND AND SCOPE OF SERVICES**

The agency is a municipal corporation responsible for protecting and enhancing the air quality in King, Kitsap, Pierce and Snohomish counties in Washington State. The agency is administering a DPF Cleaning Voucher Program that will pay \$500 towards a DPF cleaning for drayage truck owners who meet the program's specifications.

The agency seeks proposals from qualified contractors to complete cleaning and inspections for up to 100 diesel particulate filters (DPFs) on drayage trucks. The steps of the program will be as follows:

- 1) Qualifying truck owners will receive a \$500 voucher from the agency that will remain valid for 45 days after being issued.
- 2) The agency will provide qualifying truck owners with a list of participating DPF Cleaning Contractors.
- 3) The truck owners will select a contractor from the DPF Cleaning Contractor list and take their trucks to that contractor for a DPF cleaning or replacement.
- 4) The contractor will provide the services described in this Request.
- 5) The contractor will accept the voucher from the truck owner as partial payment for the DPF cleaning or replacement and only charge the truck owner the balance of the total cost minus the voucher amount.
- 6) The contractor will then submit the voucher with additional backup documentation to the agency for reimbursement equal to the voucher's value.
- 7) The agency will reimburse the contractor.

REQUEST FOR QUALIFICATIONS AND QUOTATIONS - 5

If more than one contractor is selected pursuant to this Request, each contractor will be listed on the Participating DPF Cleaning Contractors list that will be made available to the truck owners.

Selected contractors will provide DPF Cleaning or Replacement Services to participants of the DPF cleaning voucher program (voucher-holders). Specific tasks for DPF cleanings under this Request include, but are not limited to, the following:

**Task 1: Provided quote to voucher-holder.**

When the voucher-holder brings their truck to the contractor's facility, the contractor will provide the voucher-holder a quote for a DPF Cleaning or DPF Replacement, depending on which service the voucher-holder wants. The quotes will include: the itemized costs for the services that the voucher-holder requested; the total project costs; the amount of the agency-issued voucher; and the total amount that will be charged to the voucher-holder.

**Task 2: Remove DPF core from truck.**

The contractor will carefully remove the DPF without damaging it. The contractor is solely responsible for having all the tools required to safely remove the DPF. If the DPF is damaged at the time it arrives at the contractor's facility, the contractor will document the damage with pictures before the DPF is removed.

**Task 3: Inspect DPF exhaust systems**

The contractor will visually inspect the truck's exhaust stack and document potential problems. The contractor will visually examine the exhaust pipe that outflows from the DPF muffler for any visible black soot that may indicate problems with the DPF.

After disassembling the DPF, the contractor will inspect the diesel oxidation catalyst (DOC) for plugging and the selective catalytic reduction (SCR) system for crystallization. These inspections will be included in the cost of the DPF cleaning. The contractor will notify the voucher-holder of whether or not the DOC or SCR have any damage or need cleaning.

The contractor will document any soot or other potential problems observed with a digital photo.

**Task 4: Procure DPF core & schedule installation (DPF replacement only).**

If the voucher-holder chooses to replace his or her DPF core, the contractor will procure a new or remanufactured DPF within three business days of the voucher-holder's decision to replace his or her DPF core, and schedule a time for the replacement to occur. If the contractor cannot procure a new DPF within three days the contractor will notify the agency Project Manager in writing and explain the delay.

**Task 5: Inspect DPFs (DPF cleanings only)**

The contractor will visually inspect the DPF core for any physical damage and document any damage with a digital photo.

**Task 6A: Transport DPFs for cleaning (Out-sourcing DPF cleanings only)**

The contractor will be responsible for the transport to and from the agency-approved, third-party DPF cleaning contractor. (A list of agency-approved third-party DPF cleaning contractors will be provided by the agency and will be updated if new contractors are added.) If a DPF gets damaged during transport, it is the responsibility of the contractor to replace or repair the damaged DPF. The contractor will bill the third-party DPF cleaning contractor directly.

**Task 6B: Test and clean DPFs (In-house DPF cleanings only)**

The contractor will test and clean the DPFs. The contractor will provide all of the necessary cleaning and testing equipment to perform these services. The cleaning machine must have the capability to blow air at both ends of the filter at the same time and focus the flow on individual areas as needed. An example of this type of machine is the FSX cleaning machine, which has a proven track record with the Washington State Department of Ecology for cleaning DPFs. If the contractor wants to use a different DPF-cleaning machine, they must demonstrate to the agency that their cleaning machine meets the above underlined required capabilities.

The products, services, and methods used by the contractor must not void the DPF's warranties.

The contractor will test and clean each DPF core as follows:

1. Determine baseline airflow range of clean DPF. The contractor will establish a baseline airflow requirement to use as a target for cleaning the DPF either by using a clean core of the same DPF model to determine airflow specifications, by obtaining clean core airflow specifications from the DPF manufacturer, or by using the FSX baselines at <http://www.fsxinc.com/site1/BaseLinesNScience/CurrentBL.html>. The contractor will enter baseline results on the voucher; a sample voucher is provided as Appendix 1 to this RFP.

2. Perform airflow pressure test

The contractor will use the filter testing machine to measure the pressure of the airflow for each DPF core. The contractor will record the pressure reading on the airflow through the core as described below and record the pressure reading in the DPF Cleaning History Form included in Appendix 1.

The contractor will complete pressure tests on each DPF core at each of the following stages:

- a. Prior to any cleaning for baseline reading

- b. After Stage 1 cleaning
- c. After Stage 2 cleaning (if applicable)

If the pressure reading is below the baseline pressure at any stage, the contractor will inspect the DPF for cracks.

### 3. Conduct pin gauge check

The contractor will check the pin gauge measurements and record each measurement on the DPF Cleaning History Form. Pin gauge measurements must be completed at each of the following stages:

- a. Perform a pin gauge check the clean side of the DPF and note measurement before any cleaning
- b. Perform a pin gauge check on the dirty side of the DPF after the pneumatic cleaning
- c. Perform a pin gauge check on the dirty side of the DPF after the thermal cleaning (if applicable)

If the contractor hits a spot where the pin gauge cannot go fully into the cell, then the contractor will check more cells in the area. If the pin gauge check shows more than 10% melting or other blocking, the contractor will contact the agency to discuss whether the core should be red tagged.

### 4. Perform Stage 1 pneumatic cleaning

The contractor will complete a Stage 1 cleaning on the DPF core even if the testing shows that the DPF is within the range for a clean DPF, otherwise referred to as being a “green tagged” DPF.

- a. The contractor will perform a Stage 1 cleaning with a pneumatic cleaning machine that will do all of the following:
  - 1. Accept the DPF core;
  - 2. Use air jet or air pulse methods only;
  - 3. Apply the manufacturer’s recommended pressure on the core; and
  - 4. Provide the capability to blow air at both ends of the filter at the same time and focus the flow on individual areas as needed.
- b. The contractor will not include liquid cleaning methods of any kind unless recommended by the DPF manufacturer.
- c. The contractor will monitor the Stage 1 cleaning process and look for defects. Defects will be defined as bypass of soot or ash out the clean side of the filter during the first two minutes of Stage 1 cleaning.



- d. The contractor will have appropriate dust-collection equipment and will dispose of the dust according to all applicable regulations.

5. Perform Stage 2 thermal and pneumatic cleaning

If the airflow through the DPF core is not within the clean DPF or “green tag” range after the Stage 1 cleaning, the contractor will complete a Stage 2 cleaning on the DPF core. The contractor will not thermally remove soot from DPF cores if they are soaked with fuel and/or lube oils. Thermally cleaning lube-oil/diesel-fuel-soaked DPF cores can cause a fire or crack the DPF core.

- a. The contractor will perform Stage 2 cleaning with a thermal cleaning machine capable of being programmed by the contractor to thermally clean the filter and catalyst sections without damaging them.
- b. The contractor will only perform a thermal cleaning on a DPF core according to the DPF manufacturer’s specifications.
- c. The contractor will allow the DPF core to cool down in ambient conditions without using fans or per manufacturer’s specifications.
- d. After the thermal cleaning has occurred, the contractor will pneumatically clean (Stage 1 cleaning) the DPF core a second time to remove any remaining ash after the hydrocarbons have been burned off.
- e. The contractor will monitor the second Tier 1 cleaning process.
- f. The contractor will have appropriate dust collection equipment and will dispose of the dust according to applicable regulations.

6. Prepare a “Red-Tagged” DPF Plan

If the DPF is physically damaged, or its airflow pressure is not within required range after both a pneumatic and thermal cleaning, the DPF is considered to be “red tagged.” To prepare for these instances, the contractor will provide to the agency a Red-Tagged DPF Plan. This plan must be approved by the agency in writing before the contractor is added to the DPF Cleaning Contractors list and must include:

- a. Wet-wash options for the core being cleaned, if available and approved by Manufacturer of the core being cleaned (See Section 2 Task 4.F); and
- b. Procedures and timelines for returning the DPF to the manufacturer for reconditioning, reimbursing the truck owner for the core amount, and procuring a new DPF for the truck owner if:
  - 1. During the initial DPF core inspection the contractor determines the DPF core is soaked with fuel or oil; or

2. During the initial DPF core inspection it is determined that the core has melted or has other physical deficiencies such as cracks that make more than 10% of the DPF core not functional; or
3. Stage 1 and Stage 2 cleanings did not work and no washes are available.
7. Perform Stage 3 Wet-wash treatment (optional), if it is available and approved by Manufacturer.

If after the Stage 1 and Stage 2 cleanings, the DPF air flow pressure is still not within the acceptable “green tag” range there may be ash plugged at the end of the cell or in the cell walls. If there is a wet wash approved by the Manufacturer the contractor will use the wet wash to remove remaining ash. The contractor must have proof that the wet-wash used is approved by the Manufacturer of the core being cleaned.

8. Cause no damage to the DPF core during cleaning

The contractor will not cause any damage to the DPF core during removal, cleaning or reinstalling. Should the contractor damage a DPF core at any point in the procedure between removing and re-installing the DPF from the truck, the contractor will repair the DPF core to its original condition at no cost to the agency or to the truck owner. If such a repair is not possible, the contractor will purchase a new DPF core of the same manufacturer, make, and model of the damaged DPF core and provide the new DPF core to the truck owner within 7 days of damaging the original DPF core. The cost of the replacement DPF core and any costs associated with transferring the replacement core to the truck owner are the sole responsibility of the contractor, however the agency will reimburse the contractor for the value of the agency-issued voucher upon receipt of an invoice and documentation showing that the replacement DPF core has been procured and installed on the vehicle in accordance with the tasks that follow.

**Task 7: Reinstall clean or new DPF core with new gaskets on the participant’s truck.**

The contractor will carefully reinstall the DPF without damaging it. The contractor is responsible for having all the tools required to safely reinstall the DPF.

**Task 8: Verify the DPF system is functioning properly.**

After the DPF is reinstalled, the contractor will ensure the whole DPF system is working, by verifying there is no blockage in tubes, fuel injectors are cleaned, and sensors are clean and working properly. The contractor will complete a regeneration cycle on the DPF and will make sure that no active fault codes are present. The contractor will confirm that this work has been completed by signing the DPF Cleaning Voucher.

**Task 9: Complete cleaning or replacement in a timely matter.**

The contractor will clean DPFs locally and will have the cleaned DPF installed back on the truck within 3 business days of receiving the truck, provided that the DPF core is not red tagged. If the DPF core is red tagged, the contractor will work with the truck owner and the agency to determine if a DPF replacement is required.

Unless otherwise authorized by the agency in writing, DPF replacements shall take no more than 7 business days including the 3 days allowed for cleaning.

**Task 10: Submit documentation to the agency for reimbursement.**

The contractor will submit all of the following documentation to the agency in order to be reimbursed:

- 1) DPF Cleaning History Form;
- 2) An invoice to the agency;
- 3) A copy of the invoice to the truck owner; and
- 4) The original, signed cleaning voucher issued by the agency to the truck owner.

The contractor may submit documentation electronically or by mail. If the contractor submits the documentation electronically the contractor must also mail hard copies of the original DPF Cleaning History Form and the original cleaning voucher to the agency project manager within one week of the electronic submittal.

**Task 11: Comply with reporting and recordkeeping requirements.**

The contractor will take pictures of any existing damage to the DPF system prior to any work being done on the system.

The contractor will complete all applicable sections of the DPF Cleaning History Form for each step in the DPF cleaning process.

The contractor will keep copies of all records, including any pictures taken, the DPF Cleaning History forms, and DPF cleaning voucher on site for at least three years.

**Section 3. CONTRACT TERM**

The contracts for the first qualified bidders are anticipated to commence March 18, 2019, and continue through December 31, 2019. Any amendments extending the period of performance shall be at the sole discretion of the agency.

**Section 4. CONTENTS OF PROPOSALS**

**4.1 Contents of Proposals.** Proposals should include all the items identified in this Request, with emphasis on conforming to the Request requirements, and clarity of content. Elaborate or unnecessarily lengthy submittals are discouraged.

Proposals must include all of the following information:

REQUEST FOR QUALIFICATIONS AND QUOTATIONS - 11

- **Title Page** - Bidders shall place as the first page of their proposal a completed copy of the Request Title Page, attached to this Request as Appendix 2. This form must include the name of the individual who is the primary contact for the bidder during the proposal evaluation, the contact's position, telephone number, and e-mail address. The Title Page must also contain the signature of a person legally authorized to bind the bidder. The bidder must also certify the length of time the proposal will remain in effect (minimum 120 days) and the length of time that all prices will remain in effect (minimum twelve months).
- **Qualification and Budget Questionnaire** - Complete the qualification and budget questionnaire included as Appendix 3.
- **Certification Documents** – Signed copies of Appendices 4 and 5.

**4.2 Signature.** All proposals shall be signed by the bidder.

## **Section 5. SUBMISSION OF PROPOSALS**

Proposals may be submitted in hard copy, or electronically. Bidders are solely responsible for ensuring proposals are delivered on time and assume the risk for the method of delivery chosen. Submitted bids are considered final. Late proposals will not be accepted. Any correction or resubmission by the bidder will not extend the submittal due date.

### **5.1 Specific Instructions for Submitting Proposals by Hard Copy.**

The agency prefers hard copy proposals meet the following format (for proposals submitted electronically, please see Section 5.2, below):

- Submitted on white recycled paper, stapled (not bound), and printed double-sided.
- No longer than twenty (20) 8½ x 11 double-sided sheets of paper. (Do not send samples of work unless requested by the agency.)
- No three-ring, spiral bound, or plastic bound proposals.
- No card stock or colored paper.

The bidder shall submit one complete signed proposal and one copy in a sealed envelope that is plainly marked in the upper, left-hand corner with the name and address of the bidder. The agency address should contain the name of the project, the project manager, and the term **CONFIDENTIAL**.

The first bids for this Request will be reviewed March 7, 2019; all other bids will be reviewed as they are received. Bids must be delivered to:

**Receptionist  
Puget Sound Clean Air Agency  
1904 Third Avenue, Suite 105  
Seattle, WA 98101**

Bidders mailing proposals should allow normal delivery time to ensure timely receipt of their proposals by the agency. The agency assumes no responsibility for delays caused by any delivery service, including the U. S. Postal Service.

**5.2 Specific Instructions for Electronically Submitting Proposals.** Proposals submitted electronically must be submitted as an attachment to an e-mail message to Mary Kay Thunem at [RFP@pscleanair.org](mailto:RFP@pscleanair.org). The first bids for the Request will be reviewed, on March 7, 2019; bids received after March 7, 2019 will be reviewed as received. Attachments to an e-mail message shall be in Microsoft Word format, Microsoft Excel or Adobe PDF. Zipped files cannot be received by the agency and cannot be used for submission of proposals. Bidders should include the title of the project and the name of the project manager in the subject line of the e-mail. The agency does not assume responsibility for any problems in the e-mail transmission.

Bidders submitting proposals by e-mail must include with their proposal, signed and scanned copies of Appendices 3 (Request Response Form – Title Page), 4 (Questionnaire for Contractors), 5 (Certification and Assurances), and 6 (Certifications Regarding Debarment). In addition, bidders submitting by email shall also send hard copies of Appendices 3, 4, 5, and 6 with original signatures to the Project Manager.

### **5.3 General Provisions Applicable to All Proposals**

**5.3.1 Instruction to Bidders.** The attachments to this Request, identified as Appendices 1, 2, 3, 4, 5, and 6 are an integral part of this Request and set forth policy and compliance requirements.

**5.3.2 Disposition of Proposals.** The agency reserves the right to reject any and all proposals received without penalty and to not issue a contract as a result of this Request.

**5.3.3 Rejection of Proposals.** The agency will reject a proposal for any one of the following reasons:

- A proposal does not include all the information listed in Section 4 of this Request, Format and Contents of Proposals.
- A proposal is received any time after the above date and time set for receipt of proposals.
- A proposal is not signed by the bidder.
- A proposal does not contain signed Appendices 2, 3, 4, and 5.
- Two copies of the proposal are not submitted (if submitted by hard copy).

**5.3.4 Discrepancies.** If discrepancies between sections or other errors are found in a proposal, the agency may reject the proposal. However, at its discretion, the agency may correct any

mathematical errors. Bidders are responsible for all errors or omissions in their proposals, and any such errors will not diminish a bidder's obligations to the agency.

**5.3.5 Clarifications.** The agency reserves the right to obtain clarification of any information in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal.

**5.3.6 Proposals Become Property of the Agency.** All proposals become the property of the agency, and are subject to disclosure under the state public disclosure laws. Any information in a proposal that a bidder desires to claim as proprietary and exempt from disclosure under RCW 42.56 or 70.94.205 must be clearly designated as such. The information must be clearly identified and the particular exemption from disclosure upon which the bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as proprietary information will not be honored. The agency will consider a bidder's request for exemption from disclosure to the extent permitted by law.

## **Section 6. PROPOSAL EVALUATION CRITERIA**

The agency will evaluate all proposals and award points (100 points maximum) based on the following criteria:

1. **Level of qualifications** - experience, knowledge and availability of qualified personnel.

(Total possible points – 25)

2. **Completeness of Questionnaire** - understanding of the project, project purpose and the importance of the project to the interests of the agency.

(Total possible points - 30)

4. **Total budget proposal** - proposed cost of project, including total costs, costs of specific tasks and hourly rates.

(Total possible points - 45)

The agency reserves the right to select bidders without further discussion of the proposal submitted. Therefore, proposals should be submitted initially on the most favorable terms bidders can propose.

## **Section 7. SELECTION OF SUCCESSFUL BIDDERS**

Qualifications of the bidders will be determined based on the above criteria. The first round of qualified bidders will be selected by March 7, 2019.

## **Section 8. PROTEST PROCEDURE**

REQUEST FOR QUALIFICATIONS AND QUOTATIONS - 14

**8.1 Who May Protest.** This procedure is available to bidders who submit a response to this Request. Any bidder who wants to protest the agency's selection of a successful bidder must submit a written protest to the agency within 7 calendar days of receiving written notification from the agency of the selection of the successful bidder. (A protest is considered submitted to the agency on the date the agency actually receives the protest, not the date the protest is mailed.)

**8.2 Protest Procedures Must Be Followed.** Bidders protesting the agency's selection of a successful bidder must follow the procedures in this section. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this Request.

**8.3 Protest Procedures.** All protests must be in writing and signed by the protesting party or authorized agent. Protests must include the name and address of the protesting party, a detailed description of the specific grounds for the protest and all supporting documentation, and the specific relief requested. Protests must be addressed to the agency Project Manager. Protests may be submitted by e-mail, but must be followed by an original signed document.

Only protests stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination or conflict of interest by the evaluator, or
- Errors in computing scores, or
- Noncompliance with procedures described in the Request.

Protests will be rejected as without merit if they address issues such as an evaluator's judgment on the quality of a proposal, or the agency's assessment of its own needs or the needs or requirements of other agencies.

**8.4 Protest Review.** Upon receiving a protest, the agency will hold a protest review. The agency Executive Director or designee not previously involved in evaluating the bids received will consider the record and all available information, and issue a written decision, usually within ten business days of receipt of the protest.

In the event a protest may affect the interest of other bidders that submitted proposals, the agency will provide such bidders an opportunity to submit their views and any relevant information on the protest to the agency. Such information will be considered during the protest review.

**Agency Determinations.** After holding a protest review, the agency will make one of the following determinations:

- The protest lacks merit and uphold the agency's original action; or

- Technical or harmless errors in the agency's Request process were made, the agency is in substantial compliance, and the protest is rejected, or
- The protest has merit and the agency will take appropriate action, which may include:
  - correct the errors and reevaluate all proposals,
  - reissue the Request and begin a new process, or
  - other courses of action as appropriate

If the agency determines the protest is without merit or rejects the protest, the agency will proceed with contracting with the apparently successful bidder. If the agency determines the protest has merit, the agency will take one of the alternatives described above.

#### **Section 9. CONTRACT PREPARATION**

The selected contractor will enter into a contract with the agency as a condition of receiving funds. Contract preparation will begin promptly upon selection of contractor. Before beginning contract discussions with project manager, the successful bidder should become familiar with the agency's standard contract language, included as Appendix 6 in the Request, which will be used by the agency for any contract signed pursuant to this Request.

This material is available in alternate formats for individuals with disabilities. Please contact Mary Kay Thunem by e-mail: MaryKayT@psccleanair.org, or by phone: (206) 689-4084 or 1-800-552-3565, ext. 4084.





# Diesel Particulate Filter (DPF) - Cleaning History Worksheet

## Appendix 2

Date: _____	<b>Manufacturer/Distributor</b> (Circle)				<b>Filter Dimensions</b>	
Filter Style: DPF Catalyst	Caterpillar	DCL	International	Mack	OD _____	ID _____
Serial Number: _____	Cleaire	Detroit Diesel	Isuzu	PACCAR	Overall Height _____	
Part Number: _____	Cummins	ECS	Johnson Matthey	Volvo	Ceramic Height _____	
Other Number: _____	Other: _____				<b>Pin Gauging</b> Depth of a totally clean cell _____ (Measure from Clean side)	
Customer: _____	Mileage: _____		Vehicle #: _____			
	Engine: _____		Model: _____			

### Step 1 - Visual Inspection

**Clean End Color (Circle):** White, Cream, Tan, Gray, Brown, Black, Other: \_\_\_\_\_

**Dirty End Color (Circle):** White, Cream, Tan, Gray, Brown, Black, Other: \_\_\_\_\_

**Pin Gauge** clean side to check for melting and note measurements (see grid at right)

### Refer to Filter Cleaning Reference Data Posters

**Circle One**

**Chips, Gouges, Melting:** Pass Fail

**Surface Cracks:** Pass Fail

**Loose Ceramic** (Ceramic moves) : Pass Fail

☐ **Red Tag**

☐ **Continue**

**Oil Soaked (circle):** Yes No

**If Yes, then Red Tag.**

FSX does not recommend cleaning oil, coolant, or fuel soaked DPF.

Discoloration Ring: Yes or No (circle)

**TrapTester** Airflow test \_\_\_\_\_ w.g.  
(Clean side down no gaskets)

**Initial Black Hole Count** (on clean side) (est.) (circle):  
0 5 15 10 20 50 100 100+ 1000+ Other: \_\_\_\_\_

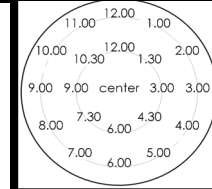
### Step 2 - Pneumatic Stage 1 Cleaning

**2-minute Bypass Inspection; Important - Closely watch top surface of the DPF during first 2-minutes of air blast. Count defective cells allowing distinct spurts of ash or soot, and indicate number below.**

Circle: 0 1 2 3 4 5 10 15 20 50 100 100+ 1000+

☐ **Red Tag:** stop process if over 20 cells have heavy spurts of black, white, or gray particulate blowing out the clean end of the DPF during the first two minutes.

☐ **Continue:** if less than 20 defective cells (spurts) noted.



Location of target cells to test

### Pin Gauge Depth

(Measure available depth from dirty side of filter – tap **lightly** if necessary)

### Step 3 - After Pneumatic Cleaning

**TrapBlaster Time** (in minutes) (circle one):

15 20 25 30

40 50 60 Other: \_\_\_\_\_

**Pin Gauge** dirty side for ash content and note measurement (see grid at right)

**TrapTester** Airflow test \_\_\_\_\_ w.g. (Clean side down no gaskets)  
Compare to FSX Baseline Chart

Step 3 Status: ☐ **Red Tag** ☐ **Green Tag-Process Complete** ☐ **Continue to Thermal**

### Step 4 - After Thermal Cleaning

**Important:** Before putting the filter in the Trap-Blaster make sure core temp is at or below 125°F

TrapBurner P1 (circle): Yes or No

**TrapBlaster Time** (in minutes) (circle one):

15 20 25 30 40 50 60

Other: \_\_\_\_\_

**TrapTester** Airflow test \_\_\_\_\_ w.g.  
(Clean side down no gaskets)  
Compare to FSX Baseline Chart

**Pin Gauge** dirty side for ash content and note measurement (see grid at right)

Final Step 4 status: ☐ **Red Tag** ☐ **Green Tag** ☐ **Orange Tag**

Final comments: \_\_\_\_\_

Operator's Initials: \_\_\_\_\_

Position	Clean Side Step 1	Dirty Side	
		After Pneumatic Step 2	After Thermal Step 3
Outer 1:00			
Outer 2:00			
Outer 3:00			
Outer 4:00			
Outer 5:00			
Outer 6:00			
Outer 7:00			
Outer 8:00			
Outer 9:00			
Outer 10:00			
Outer 11:00			
Outer 12:00			
Inner 1:30			
Inner 3:00			
Inner 4:30			
Inner 6:00			
Inner 7:30			
Inner 9:00			
Inner 10:30			
Inner 12:00			
Center			
Average			



## APPENDIX 2 – RFP RESPONSE FORM – TITLE PAGE

The undersigned agrees to furnish the services and items described herein at the price stated, subject to the conditions and requirements of this proposal. The proposal must be signed by someone with the authority to legally bind the bidder.

This proposal will remain in effect for \_\_\_\_\_ days (*Minimum 120*) from date submitted.

Upon award, the prices will remain in effect for \_\_\_\_\_ months (*minimum 12*) from the date of the contract.

### **Bidder Identification and Authorized Signature:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please indicate person to be contacted by the Puget Sound Clean Air Agency concerning this proposal:

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## Questionnaire for Contractors Applying to be Listed on the Puget Sound Clean Air Agency's DPF Cleaning Contractor Roster:

To be considered for the Puget Sound Clean Air Agency's DPF Cleaning Contractor Roster, please complete this questionnaire.

Name of your business: \_\_\_\_\_  
 Tax ID number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Website: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Contact Person's Title: \_\_\_\_\_

All responses become the property of the agency, and are subject to disclosure under the state's public disclosure laws. Any information in a response that a Bidder desires to claim as proprietary and exempt from disclosure under RCW 42.56 must be clearly designated as such. The agency will consider a Bidder's request for exemption from disclosure to the extent permitted by law. See Section 1.5 of this RFQ.

I hereby certify that the information provided in this questionnaire is accurate to the extent of my knowledge.

Name (print)	Title
--------------	-------

Signature	Date
-----------	------

1. What experience does your company have working with Puget Sound Clean Air Agency, federal and state grant programs, or port truck replacement programs?  
 \_\_\_\_\_
  
2. Does your company have the capability to assure that diesel particulate filter (DPF) emission control systems are working correctly? \_\_\_\_\_
  
3. Which engines does your facility work on? ☐ Cummins, ☐ Detroit Diesel, ☐ PACAAR,  
☐ Volvo, ☐ CAT, ☐ MERC, ☐ Navistar, ☐ Other \_\_\_\_
  
4. Do you have the proprietary software to force a regeneration on those engines after the new or cleaned DPF is installed?     ☐ Yes ☐ No

5. Do you have an FSX DPF cleaning machine on-site at your local facility? ☐ Yes ☐ No  
If yes, continue to question 6.

If no, are you willing to work with an agency-approved, third-party DPF-cleaning contractor to perform the cleaning? ☐ Yes ☐ No Skip to question 12.

6. Which engine manufacturers can you service for DPF cleanings? ☐ Cummins, ☐ Detroit Diesel, ☐ PACAAR, ☐ Volvo, ☐ CAT, ☐ MERC, ☐ Navistar ☐ Other \_\_\_\_\_

7. How long has your company been cleaning DPFs at the above location? \_\_\_\_\_

8. How many DPF cleanings do you do annually? \_\_\_\_\_

9. What percentage of DPFs do you red tag? \_\_\_\_\_

10. What is your company's policy for handling DPFs that have been red tagged due to physical damage (e.g., reconditioning process or other process)?

\_\_\_\_\_  
\_\_\_\_\_

11. What is your company's policy for handling DPFs that have been red tagged after both pneumatic and thermal cleaning have been completed (e.g., trouble-shooting processes, follow-up with manufacturer, recondition DPF process, etc.)?

\_\_\_\_\_  
\_\_\_\_\_

12. How long does it typically take for you to uninstall, test, clean (or out-sourced cleaning), and reinstall a DPF? \_\_\_\_\_

13. What kind of turn-around time can you guarantee if the DPF is not red-tagged?

\_\_\_\_\_

14. As part of this program the agency will issue truck owners DPF cleaning/replacement vouchers. Participating Dealers must be willing to accept the voucher as partial payment from the truck owner at the time of service. The Dealer will then submit the voucher and other documentation to the agency in order to receive payment within 30 days of approval by the agency Project Manager. Are you willing to accept those vouchers? ☐ Yes ☐ No
15. Do you have a process for helping customers for whom English is a second language? Please describe this process.
- 

16. Do you have insurance coverage required by the applicable state, provincial, or territorial laws and regulations to provide DPF cleaning services?
- 

17. Please complete Table 2, on the following page. If certain trucks require more extensive labor than other trucks, you may provide quotes for more than one truck type by completing multiple copies of Table 2. To give you an idea of what types of trucks will be included in the agency's DPF-cleaning program, a sample fleet is show in Table 1.

Table 1. Sample fleet needing DPF cleanings, from most common to least common

Truck Model	Engine Manufacturer	Number of Trucks	
		Engine year 2007-2009	Engine year 2010+
FREIGHTLINER/CAS	Detroit	22	15
VOLVO/VNL	Volvo	11	10
VOLVO/VNL	Cummins	12	5
KENWORTH/T660	Cummins	9	1
FREIGHTLINER/CAS	Cummins	0	7
FREIGHTLINER/COL	Detroit	6	0
PETERBILT/386	Cummins	4	0
INTERNAT/8600	Cummins	3	0
KENWORTH/T800	PACCAR	0	2
PETERBILT/587	Cummins	0	2
FREIGHTLINER/COL	CAT	1	0
FREIGHTLINER/COL	MERC	1	0
FRTLNR/CENTURY	Detroit	1	0
INTERN/PROSTAR	NAVI-MAX	0	1
KENWORTH/T680b	Cummins	0	1
PETERBILT 389	Cummins	0	1
PETERBILT/387	Cummins	1	0
VOLVO/780	Cummins	1	0

Table 2: Bidder's quotes

	Estimated time (hours)	Cost (\$)	Tax (\$)	Total Cost (\$)
<b>REQUIRED SERVICES</b>				
DPF removal				
Inspect DOC and SCR system for build-up (soot or crystalized Diesel Exhaust Fluid)				
In-house DPF cleaning				
Tests and Stage 1 DPF cleaning				
Stage 2 DPF cleaning				
Out-source DPF cleaning				
Transporting DPF to and from third- party DPF cleaning contractor				
Reinstalling DPF with new DPF Gaskets				
Running a complete regen				
<b>OTHER SERVICES</b>				
Labor for visual inspection & report of DPF doser				
Labor for cleaning DPF doser				
Labor for visual inspection only and report of EGR (look for soot buildup)				
Labor for cleaning EGR				
Labor for replacing DPF system pressure sensors				
DPF wet-wash treatment				
Labor for cleaning DEF doser				
Labor for cleaning DEF screen				
Labor and parts for replacing DEF screen				
DEF pump test				
DEF pump replacement				
DPF Replacement – New OEM DPFs (please list all manufacturers you support and part numbers you provide)				
DPF Replacement – Reconditioned DPFs (please list all manufacturers you support and part numbers you provided)				

18. Describe other areas of specialty or expertise that are relevant to this RFQ or specify “none.”

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## **RFP APPENDIX 4**

### Certifications and Assurances

The following certifications and assurances are a required element of a proposal and required for an award or continuation of a contract. The undersigned bidder certifies the truthfulness of the statements.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consulting, communicating, or agreeing with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of a minimum of 120 days following receipt. The agency may accept the proposal without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the agency whose duties related (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to this assurance is described in full on a separate page and attached to this document.
5. I/we understand that the agency will not reimburse me/us for any costs incurred in preparing this proposal. All proposals become the property of the agency and I/the company claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the proposal.
6. Unless otherwise required by law, the prices and/or costs data which I/we submitted have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly or indirectly to any other bidder or to any competitor.
7. I/we agree that submitting the attached proposal constitutes acceptance of the agency's solicitation contents and the attached sample contract and general terms and conditions. If I/we have any exceptions to these terms, they are described in detail on a page attached to this document.



8. I/we have not induced any other person or firm to submit, or not submit a proposal for the purpose of restricting competition.

If submitted electronically, signer agrees:

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements:

---

Signature of Bidder

---

Printed Name of Bidder

---

Title

---

Date

CERTIFICATIONS AND ASSURANCES

Appendix 5

Page 2

## **RFP APPENDIX 5**

### **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

---

☐

I am unable to certify to the above statements. My explanation is attached

## APPENDIX 6

### Standard Portion of Puget Sound Clean Air Agency Contract

7. **Changes.** The Agency may, from time to time, require changes to this contract. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to the contract.

8. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to the Contractor of such termination and by specifying the effective date of the termination. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Agency shall pay to the Contractor the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Contractor such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

9. **Agency Access to Data and Records.** (a) The Contractor shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes, but is not limited to, all information that supports the findings, conclusions and recommendations of the Contractor's reports and deliverables, including computer models and the methodology for those models. (b) The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

10. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

11. **Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to completion of the work in this contract, the Agency may at its sole option:

(a) terminate this contract with 30 (thirty) days advance written notice. If this contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination;

(b) renegotiate the terms of the contract under new funding limitations and conditions;

(c) suspend work performed under this contract for a temporary period upon written notification of the suspension and the suspension period; or

(d) after a review of the status of expenditures and deliverables, extend the end date of this contract and postpone deliverables or portions of deliverables.

The Agency may also suggest such other alternative as the parties mutually agree to in writing.

12. **Copyright Provisions.** Unless otherwise provided, all materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, communications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

13. **Contractor Not An Employee of the Agency.** The Contractor and the Agency intend that an independent contractor relationship will be created under this contract. The Contractor and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Contractor will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Contractor.

14. **Indemnification.** The Contractor shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Contractor, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.

15. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties.
16. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.
17. **Payroll and Taxes.** The Contractor assumes full and sole responsibility for the payment of all wages, unemployment contributions, payroll taxes, use, sales, income or other form of taxes, fees and licenses.
18. **Licensing, Accreditation, and Registration.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.
19. **Industrial Insurance Coverage.** The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If a Contractor is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the Agency and guarantee payment of such amounts.
20. **Other Insurance.**
21. **Waiver.** A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.
22. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Contractor, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter. The venue of any action brought under this contract shall be the superior Court of King County, Washington.
23. **Certification regarding Debarment.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements regarding debarment in all subcontracts into which it enters. The Contractor shall immediately notify the Agency if, during the term of this contract, the Contractor becomes debarred. If Contractor becomes debarred during the term of this contract, the Agency may, at its sole option, immediately terminate this contract by providing written notice to the Contractor.

24. **Nondiscrimination.** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance.

25. **Title VI.** During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Agency, the Washington State Department of Transportation (WSDOT) or the United States Department of Transportation (USDOT) as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the Agency shall impose such sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the Agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

26. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Contractor should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program.

27. **Third Party Beneficiary.** The State of Washington is named as an express third party beneficiary of this contract with full rights as such.

28. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

29. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

30. **Content and Understanding.** This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.