

60 Washington Ave.
Ste. 200
Bremerton, WA 98337
Phone: 360.479.6960
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REQUEST FOR PROPOSALS

Reservation System Consultant

RFP KT 18-597

Release Date: March 21st, 2018

QUESTION SUBMITTAL DEADLINE:

Date: April 4th, 2018

Time: 5:00 PM

Submit by letter, fax or email to Procurement Contact

SUBMISSION DEADLINE:

Date: **April 24th, 2018**

Time: **NO LATER THAN 2:00 PM**

Location: Kitsap Transit's Harborside Building

60 Washington Ave Suite 200

Bremerton, WA 98337

CONTACT:

Jeff Chou

Kitsap Transit

60 Washington Ave Suite 200

Bremerton, WA 98337 Direct Line: (360) 478-5864 Fax: (360) 377-7086

Email: jeffch@kitsaptransit.com

Website: www.kitsaptransit.org

Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the Bid.

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 or national origin in consideration for an award.

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



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Section 1: RFP Introduction

1.1 Introduction

Kitsap Transit (KT) is soliciting proposals from qualified firms to provide a comprehensive analysis of Kitsap Transit's existing Ferry Reservation System and make recommendations. Kitsap Transit is seeking recommendations on either improving the current system, acquiring a new system, or scraping the reservation system. The successful Proposer will complete tasks necessary to provide the analysis and make recommendations that can be implemented quickly.

All work associated with this Request for Proposal (RFP) shall be executed under a single one (1) year Contract.

This document outlines information necessary to understand the documentation required to submit proposals for this project and the Contractor selection process. As used herein, the term "Transit" means Kitsap Transit and "Contractor" means the Proposer chosen to complete the project.

1.2 Advertising

Advertised in: Kitsap Sun
OMWBE
The Daily Journal
Kitsap Transit website: www.kitsaptransit.org

1.3 Proposed Procurement Schedule

The following is the intended schedule for vendor selection:

ACTIVITY	DATE
Release of RFP	March 21st, 2018
Last Day for Questions and Clarifications	April 4th, 2018
KT Answers Due	April 10th, 2018
Proposals Due Date	NO LATER THAN 2:00 PM April 24th, 2018
Evaluations Complete	April 30th, 2018
Interviews (if necessary)	May 7th and 8th between 8am and 2pm
Board Award	June 5th, 2018

1.4 Contact Information

Until this contract is awarded, all communication regarding this solicitation should be directed to:

Jeff Chou
60 Washington Ave.
Suite 200
Bremerton, WA 98337
Phone: (360) 478-5864, Fax: (360) 377-7086
E-Mail: jeffch@kitsaptransit.com

1.5 Requests for Information (RFI), Communications and Addenda

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the KT Purchasing Specialist are advised that such material is used at the Proposer's own risk. KT will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. **This process will be the only opportunity for Proposers to ask questions. Kitsap Transit staff will not answer questions regarding this RFP verbally. All questions must be submitted in writing, via USPS, email or fax.**

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing received by 5:00 PM on April 4th, 2018 to be considered in an Addendum. Written inquires shall be directed to KT, using the contact information listed above, via USPS, email or fax.

END OF SECTION 1

Section 2: Instructions to Proposers

Kitsap Transit is a public transportation benefit authority (PTBA) with administrative offices located at 60 Washington Ave., Suite 200, Bremerton, Washington 98337. Proposals are being solicited from qualified firms, hereinafter referred to as the Contractor, to provide a Reservation System Analysis. Copies of the Request for Proposals may be obtained by contacting Jeff Chou at jeffch@kitsaptransit.com or via KT's website <http://www.kitsaptransit.org/agency-information/procurement>. Proposers downloading the RFP from the website must contact Jeff Chou at the email above to be placed on the Planholders' list to receive addenda/clarifications automatically.

2.1 Proposal Due Date

Mailed, couriered or hand-delivered sealed proposals will be accepted at Kitsap Transit's Main Administration Office, Reception desk **NO LATER THAN 2:00 PM**, on April 24th, 2018 and must be addressed as **Reservation System Analysis RFP KT #18-597 to Jeff Chou, Kitsap Transit, 60 Washington Ave., Ste. 200, Bremerton, Washington 98337-1888**. Late proposals will be rejected and returned to the Proposer unopened after that time. Faxed or emailed proposals will NOT be accepted.

Kitsap Transit may refuse to consider a Proposer who it determines to have an unsatisfactory record of performance and/or integrity in connection with the proposal/bidding or performance phase of any previous contract.

Proposals will not be publicly opened and the information contained in all proposals will be kept strictly confidential until a Contract is fully executed.

2.3 Planholders' List:

It is recommended that Proposers notify Jeff Chou of their intent to submit a proposal and register with Kitsap Transit's Planholders' List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on KT's website at <http://www.kitsaptransit.org/agency-information/procurement> during the Proposal period and before submitting your Proposal.

All submitted proposals and attachments become the property of KT and shall remain in effect for at least ninety (90) days after Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any addenda and all attachments.

2.5 Payment

Kitsap Transit is a public agency. KT cannot pay for services or materials that have not been received. Therefore, we cannot provide a deposit or advance payment for materials.

At the execution of the contract KT will issue a contract for the full value of the project. Payments will be made against that total upon successful completion and acceptance of the total or a portion of the work and receipt of an invoice from the Contractor.

All payments to Contractor shall be remitted by US mail.
Invoices shall be mailed to:

Kitsap Transit,
Attn: Finance Department
60 Washington Ave Suite 200,
Bremerton WA 98337

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by KT of any claims, rights, or remedies it may have against the Contractor under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by KT of any failure or fault of the Contractor to satisfactorily perform the services as required under this Contract.

2.6 Disadvantaged Business Enterprise Goal

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Kitsap Transit's DBE goal for federal fiscal year 2018 is 2.93%, the full text of which may be found at

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

2.7 Title VI

It is the policy of Kitsap Transit to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. See

<http://www.kitsaptransit.org> for the full text of the above Civil Rights statements.

2.8 General Information for Proposers

Proposers must be fully insured and registered to conduct business in the State of Washington and licensed for business in their state of residence. Policies of insurance, as outlined in the Agreement shall be obtained and kept in force for the duration of the Contract.

By submitting a Proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFP. Failure to include any of requested information and properly completed forms and documents may be cause for immediate rejection of the proposal.

Except as otherwise provided for herein, Proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or that are not in conformance with the law, may be rejected as non-responsive.

KT reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award based on the “best value” for the agency.

In consideration for KT’s review and evaluation of its proposal, the Proposer waives and releases any claims against KT arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation of proposals submitted in response to this solicitation.

If KT determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered. KT’s determination shall be final.

KT may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.

2.9 Cancellation or Extension

KT reserves the right to cancel this solicitation or extend the Proposal Due Date and time, by written Addendum, at any time *prior to* the set Proposal Due Date and time, or in the event only a single proposal or no proposals are received. If a Proposer pursues a protest or a request for reconsideration, its proposal is deemed extended until KT executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

2.10 Modifications

Proposers will not be allowed to alter proposals *after* the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by KT *before* the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its proposal *after* it has been submitted pursuant to the terms of this solicitation.

2.11 Withdrawal

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide KT the services described herein, or until one or more of the proposals have been approved by KT, whichever occurs first.

2.12 Award

Kitsap Transit reserves the right to make award within ninety (90) calendar days from the Proposal Due Date. Should award, in whole or part, be delayed beyond the period of ninety (90) days, such award shall be conditioned upon Proposer's acceptance.

Submitted Proposals shall be conclusive evidence to KT that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof, work site, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof. KT will not be responsible for any costs incurred by Proposers in preparing, submitting, or presenting their response to this RFP.

All proposals and submissions become the property of KT and are subject to public disclosure, unless certain provisions as described in Section 5 pertain.

2.13 Validity of a Protest

Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with this Proposal process. Accordingly, the protest cannot be associated with, or challenge the recommendations of, KT staff or its Evaluation Committee. A protest can only be put forth that KT staff did not follow their own policies or procedures that govern procurement and, accordingly, a Proposer was unfairly treated. The protest cannot challenge KT staff or the Evaluation Committee's recommendation of a potentially successful Proposer. A copy of KT's Appeals and Protest procedures is provided as Attachment D.

2.14 Non-Submittal/No Bid

If you determine not to submit a Proposal in response to this RFP, KT would appreciate your completing and returning the "No Bid Form" (See Attachment C). Please state the reason why a proposal could not be submitted at this time. Information gathered will provide insight into how we can improve our process, conditions, or specifications to reach our goal of creating a competitive, level playing field for all potential Proposers. The "No Bid Form" may be sent via USPS, fax or email.

END OF SECTION 2

Section 3: General Scope of Work and Deliverables

Purpose:

Kitsap Transit is looking for a consultant who can:

- Translate prioritized end-user and KT requirements for a reservation system into a preferred system design, including comparison of pros and cons of design alternatives and cost-benefit analysis
- provide strategic advice on existing off-the-shelf solutions in the marketplace as well as custom build options to implement a system design; and
- provide IT management and user experience expertise.

Background:

Kitsap Transit (KT) began operating fast passenger only ferry service (Kitsap Fast Ferries or KFF) from Bremerton to Seattle, Washington in July, 2017. The passenger capacity of the vessel is limited to 118 passengers due to wake performance requirements. Ridership demand during the peak commute periods exceeds capacity. To provide travel certainty and encourage frequent riders to use monthly fare products, Kitsap Transit implemented a reservation system for peak commute period sailings. At full build-out of the KFF system, there will be fast ferries operated from Bremerton, Kingston and Southworth to downtown Seattle, Washington. As the system expands, it may be necessary to implement reservations for all three locations.

Although ticketing and reservation systems are common in the transportation industry, the typical applications for passenger ferries have been developed for events such as dinner cruises and/or linked to the sale of a ticket. By design, Kitsap Transit's reservation system does not offer prepaid boarding and does not charge a reservation fee. Riders are each allowed to reserve a guaranteed boarding for up to 2 passengers on each sailing; 88 of the 118 spots are designated for reservations, while the rest are designated for walk-up passengers. Riders with a reservation present a copy of a barcoded reservation (can be printed or on their mobile device) to be scanned and validated prior to boarding. Reservations are open on the first business day of the month, and riders can book sailings through the end of the next month. The number of available reservations on each peak sailing fills up on the first day, often within minutes after the reservation window opens.

KT signed a contract with an online ferry ticketing vendor to provide a ferry reservation system. The vendor made certain modifications to make their ticketing system work as a no fee reservation system for Kitsap Fast Ferries. Additional modifications have been initiated.

Kitsap Transit currently uses other programs for taking reservations (also no prepayment required) and scheduling trips that are commonly used by agencies operating bus services. This study requires a broad look at other types of

reservation systems and a comparison to the Kitsap Fast Ferry reservation system to review and recommend business practices as well as requirements for reservation systems that may be more suited to the KFF system in the future.

Scope of Services

There have been many challenges and a high level of customer and complaints about the current system. Any systems and business practices recommended for the future must be optimized for user experience (i.e. convenient, fast, intuitive) and today's customer expectations (i.e. mobile-friendly), and have all of the components of KT's requirements. KT wishes to engage a qualified consultant to:

1. Review and make recommendations for a preferred system design that would represent a significant improvement in KT's reservation system processes and procedures including validation of customer reservation at check-in.
2. Review and validate or amend KT's statement of system requirements including a review of user feedback
3. Evaluate the existing software solution
 - a. Determine if the current software with recent modifications adequately addresses agency and user needs
 - b. Conduct a risk assessment of the current software's ability to meet KT's future needs for at least 5 years, including potential use of the reservation system at all three KFF locations
4. Conduct a comprehensive analysis of currently available systems
 - a. Identify any that might be more appropriate to KT's needs
 - b. Include discussion about system flexibility
 - i. How well user interface meets the needs of frequent users (advance bookings, often recurring sailing times) vs needs of casual/one-time users (same-day bookings, unpredictable)
 - ii. Special events
 - iii. Changes to operating schedules
 - iv. Addition of multiple locations
 - v. Integration capabilities (API)
 - vi. Reporting capabilities (i.e. robustness of real-time analytics, data export utility)
 - c. Prepare a high level cost benefit analysis of major system alternatives along with performance comparison of key objectives or functionality such as reservation validation throughput, no-show management, level of 24/7 vendor support, and user-friendliness to help KT best apply available staff and financial resources.
 - d. Recommend system requirements for inclusion in bid documents
5. If recommendation is to proceed with custom system development
 - a. Provide an estimate of the development costs
 - b. Provide an estimate of ongoing level of maintenance requirements
 - i. costs
 - ii. method of maintaining the software

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- c. hardware requirements (KT prefers not to host)
 - d. estimate development and implementation time to complete
 6. Consider technology improvements currently in the development process by KT and others in the Puget Sound region (such as the ORCA fare collection system)
 7. Provide an analysis of the pros and cons of having no reservation system as compared to a preferred system design recommended by the consultant

Experience Requirements

Each proposer must describe all projects that are similar in nature to that contemplated in this RFP that the Proposer has performed within the last 36 months. Proposers must furnish a short narrative describing the project and outcome, and must provide the projects dollar value. Proposers must list the name of the entities, for which the services were provided, and the name, address, and phone number of the contact person(s) for each of the identified projects.

Submission Requirements

The submission will cover the following:

1. General description of the consultant services and capabilities of the company.
2. Approach the company would employ to complete the tasks required
3. Designation of lead consultant(s) and associated consultant team members with resumes.
4. If the Proposer proposes to utilize a sub-consultant or an affiliated entity for any element of the proposal, the Proposer or affiliate must be identified and information submitted explaining the sub-consultant's role

Work Plan and Deliverables

1. Detailed scope of work including methodology
2. Work plan and schedule to accomplish the scope of work including major milestones
3. Identification of all information to be provided to the IT consultant by KT
4. Interim progress reports tied to milestones
5. Final written report with recommendations
6. Report presentation to KT staff, Citizens Advisory Committee, and Board of Commissioners

Work Plan

After consultation with KT, Consultants shall submit a detailed scope of work defining their methodology for accomplishing the above objectives of this study. This should include:

1. Technical Discussion:

- 1.1 An understanding of Kitsap Transit's services and requirements of this study.
- 1.2 The proposed research design and specific methodology to be used.
- 1.3 Methods of data analysis that will be employed to evaluate the data.

2. Work Plan: This should address the work tasks and efforts to meet the objectives.

3. Management Plan:

- 3.1 A description of the management structure including identification of subcontractors.
- 3.2 A description of the contractor's project manager and key personnel including their qualifications and relevant experience.
- 3.3 The project schedule including those deliverables defined under the Scope of Work

4. Written Reports:

- 4.1 A complete written report including background, objectives, and methodology and results shall be provided to Kitsap Transit.
- 4.2 All written reports shall be submitted to Kitsap Transit in draft form for review and comment prior to final publication.
- 4.3 The written reports based on study results will include analysis and conclusions regarding the appropriate use of technology for Kitsap Transit's KFF reservation system.

5. Presentations:

- 5.1 The analysis and conclusions should be in a format for presentation to staff, community groups and the Board of Commissioners of Kitsap Transit.
- 5.2 The written report must also include the most desirable and cost effective features that would have the greatest benefit to the users.

Kitsap Fast Ferry Reservation System Requirements

System Purpose/Objective

The system allows fast ferry riders to book a no fee reservation for boarding a scheduled sailing that can be validated by KFF staff at the terminal prior to boarding. A set number of reservations will be made available at the beginning of the month for the next month's sailings with the remainder of the boardings available on a first come first served basis.

User Requirements

1. User
 - 1.1. Book a boarding reservation between two hours and one month in advance
 - 1.2. Add a mobility device or bicycle to the reservation
 - 1.3. Book from a single screen in single day, or weekly increments up to two months of reservations
 - 1.4. Preferred transaction time is less than one minute
 - 1.5. Fee or fares will not be charged for a reservation in most instances; however, the system must be capable of allowing riders to reserve and purchase tickets for special events
 - 1.6. Cancel a reservation up to two hours before the scheduled departure
 - 1.7. Look up and access stored reservations (Riders will have multiple reservations for multiple days)
 - 1.8. Show reservation confirmation from a printed document or mobile device
 - 1.9. Easily access reservation system through personal computers and mobile devices
 - 1.10. Register a unique account by user creating a login and password, followed by one-time user authentication wherein user clicks on verification link sent to email address they provided at registration.
2. KT Customer Service
 - 2.1. Book or cancel a reservation for a rider.
 - 2.2. Override reservation limits (for example size of party)
 - 2.3. Look-up a reservation for a rider
3. KFF Operations (including Marine Service Ambassadors)
 - 3.1. Use of a handheld device on the dock
 - 3.2. Validate rider reservations through electronic means at a speed of no less than 100 reservation confirmations within 5 minutes
 - 3.3. Allow staff to mark as redeemed reservations that can't be read
 - 3.4. Look up reservations from the handheld device during the validation process by name or reservation number
 - 3.5. Provide a manual validation process as a backup for electronic system failure

System Requirements

1. Back Office Reservation Set-up and System Management
 - 1.1. Allow additional sailings to be added by KT at anytime
 - 1.2. Allow schedules for future months, including different sailing times, to be added by KT anytime that can be inactive until reservation window opened
 - 1.3. Establish different reservation thresholds and verify before booking by
 - Sailing
 - Reservation add on such as mobility devices and bicycles
 - 1.4. Create standard reports and a database accessible for ad hoc reporting using readily available platforms such as Microsoft Office suite
2. Reservation Booking Process
 - 2.1. Verify reservation availability in real time (not at the end of the transaction)
 - 2.2. Show status of available reservations (and open walk up) in real time
 - 2.3. Limit the number of sailings for which a rider can book a reservation each day (currently two one way sailings per day)
 - 2.4. Limit the number of boardings (size of party) that can be reserved per trip (currently two "seats" per reservation)
 - 2.5. Recognize return users through use of an account
 - 2.6. Calculate repeat "no shows" and generate a reminder/warning email
 - 2.7. Allow for future reservation prioritization based on customer characteristics (for example monthly pass holders)
3. Customer Information and Communication
 - 3.1. Retain contact information for each reservation
 - 3.2. Issue alerts to all riders on a specific sailing, group of sailings or all sailing by email, text and on the reservation screens
 - 3.3. Allow riders to opt in for alerts
 - 3.4. Allow for users to turn on auto-notifications/reminders (email/SMS alert 3 hours before their scheduled sailing for which they have reservation, gives them an opportunity to cancel it)
 - 3.5.
4. Interfaces
 - 4.1. Allow for later coordination with electronic fare payment systems
 - 4.2. Provide interface for reservation and real time schedule adherence information displays at terminal locations and on computers or mobile devices including real time number of seats available on each sailing
5. System Performance and Security
 - 5.1. To the extent applicable, the recommended systems must conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

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- 5.2. Preferred system is not housed on KT servers
 - 5.3. Optimized for access through mobile devices, but must also have responsive design for access on desktops and laptops.
 - 5.4. Process up to 20,000 reservations per month with 80% occurring on the first day of each month.
 - 5.5. Provide the usual system security features including virus protection and system override reporting
 - 5.6. Block scripts, bots, and similar non-human users from placing reservations or otherwise accessing the system.

END SECTION 3

Section 4: Sample Agreement

KITSAP TRANSIT STANDARD TERMS & CONDITIONS FOR PROFESSIONAL SERVICES	CONSULTANT/ADDRESS/PHONE Company Address City, WA 98XXX
CONTRACT NUMBER: KT# 18-597	DESCRIPTION OF WORK Reservation System Analysis
FEDERAL ID NO. or S.S. NO. on file:	
START DATE:	DBE GOAL (if required): N/A
COMPLETION DATE:	NOT-TO-EXCEED AMOUNT: \$ for professional services

THIS AGREEMENT is made and entered into in duplicate this (date) day of (month), 2016 by and between KITSAP TRANSIT, a Washington municipal corporation, hereinafter referred to as "TRANSIT", and (Company Name), hereinafter referred to as "CONSULTANT."

1. DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of that described in the heading of this AGREEMENT under DESCRIPTION OF WORK. The Scope of Work necessary to accomplish the completed work for the PROJECT is specified in Section 2 herein. CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in Section 2, Scope of Work.

2. SCOPE OF WORK

The Scope of Work and level of effort for the PROJECT is described in Section 3.

3. GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by TRANSIT. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through TRANSIT.

CONSULTANT shall attend coordination, progress and presentation meetings with TRANSIT or such Federal, Community, State, City or County officials, groups or individuals as may be requested by TRANSIT. TRANSIT will provide CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between TRANSIT and CONSULTANT and shown in the Scope of Work attached hereto and made part of this AGREEMENT. Goals for Disadvantaged Business Enterprises (DBE), if required, shall be shown in the heading of this AGREEMENT.

All reports, materials, and other data, furnished to CONSULTANT by TRANSIT shall be returned. All designs, drawings, specifications, documents and other work products prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of TRANSIT. Reuse by TRANSIT or by others acting through or on behalf of TRANSIT of any such instruments of service, not occurring as a part of the PROJECT, shall be without liability or legal exposure to CONSULTANT.

4. TIME FOR BEGINNING AND COMPLETION

CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by TRANSIT. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under COMPLETION DATE.

The established completion time shall not be extended without the written authorization of TRANSIT for delays attributable to CONSULTANT, but shall be extended by TRANSIT, in the event of a delay attributable to TRANSIT, or because of unavoidable delays caused by Force Majeure or governmental actions or other conditions beyond the control of CONSULTANT. A prior supplemental AGREEMENT issued by TRANSIT is required to extend the established completion time.

5. PAYMENT

CONSULTANT shall be paid by TRANSIT for completed work and services rendered under this AGREEMENT as described in Exhibit B hereto. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 2. CONSULTANT shall prepare a progress report if requested by TRANSIT, in a form approved by TRANSIT that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. CONSULTANT shall conform to all applicable portions of 48 CFR, Federal Acquisition Regulations (FAR) Part 31, Contract Cost Principles and Procedures.

6. SUBCONTRACTING

CONSULTANT shall not assign its performance under this AGREEMENT or any portion of this AGREEMENT without the written consent of TRANSIT, and it is further agreed that said consent must be sought in writing by CONSULTANT not less than seven days prior to the date of any proposed assignment. TRANSIT reserves the right to reject any such assignment without cause.

TRANSIT permits subcontracts for those items of work as shown in the Scope of Work. The parties understand that subconsultants may be added or deleted during the course of this AGREEMENT. All terms, conditions, covenants and performances contained herein shall be required of the subconsultant and made part of any subconsultant agreement.

7. KEY PERSONNEL

TRANSIT has requested specific key personnel for Project Manager for consultant services as per Scope of Work. **(Company)** will perform this role, and such key personnel will not be changed or substituted without written approval of TRANSIT, which approval shall not be unreasonably withheld.

8. CONSULTANT RESPONSIBILITY FOR QUALITY

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this AGREEMENT. CONSULTANT shall be liable for TRANSIT costs resulting from errors or deficiencies attributable to CONSULTANT's negligence in designs furnished under this contract. Therefore, when a modification to this AGREEMENT is required because of an error or deficiency in their services provided under this contract, TRANSIT shall consider the extent to which CONSULTANT may be reasonably liable. TRANSIT shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved is otherwise in TRANSIT's interest.

9. MISCELLANEOUS COMPLIANCE PROVISIONS

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

COMPLIANCE WITH REGULATIONS:

CONSULTANT shall comply with the Federal Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the DOT, Title 49, CFR, Part 21 and Part 26, as the Regulations may be amended from time to time. CONSULTANT shall comply with the American Disabilities Act of 1992, as amended.

NONDISCRIMINATION:

CONSULTANT, with regard to the work performed by it under this AGREEMENT, shall not discriminate on the grounds of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials

and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this AGREEMENT covers a program set forth in Appendix II of the Regulations.

10. TERMINATION OF AGREEMENT

TRANSIT may terminate this AGREEMENT in whole or in part, for (i) convenience or (ii) because of the failure of CONSULTANT to fulfill its obligations. TRANSIT shall terminate this AGREEMENT by delivering to CONSULTANT a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, CONSULTANT shall (1) immediately discontinue all services (unless the notice directs otherwise), and (2) deliver to TRANSIT all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this AGREEMENT, whether completed or in process.

If the termination is for the convenience of TRANSIT, TRANSIT shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of CONSULTANT to fulfill its obligations under this agreement, TRANSIT may complete the work by contract or otherwise and CONSULTANT shall be liable for any additional cost and administrative or legal fees incurred by TRANSIT.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of TRANSIT.

11. CHANGES OF WORK

CONSULTANT shall make such changes and revisions in the completion of the work required by this AGREEMENT as necessary to correct errors appearing therein, when required to do so by TRANSIT, without additional compensation thereof. Should TRANSIT find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, CONSULTANT shall make such revisions as directed by TRANSIT. This work shall be considered as Extra Work and will be paid for as herein provided under Section 12.

12. EXTRA WORK

TRANSIT may at any time, by written order, make changes within the general scope of this AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT or otherwise affects any other terms or conditions of this AGREEMENT, TRANSIT shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this section within 30 days from the date of receipt of the written order. However, if TRANSIT decides that the facts justify it, TRANSIT may receive and act upon a claim submitted before final payment of the fees due CONSULTANT under this AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse CONSULTANT from proceeding with the work required by this AGREEMENT as changed.

Notwithstanding anything seemingly to the contrary in this section or any other provision of this AGREEMENT, the maximum amount payable for CONSULTANT work under this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

13. ENDORSEMENT OF PLANS

CONSULTANT shall place its endorsement on all plans, estimates or any other data furnished by it.

14. NOTIFICATION OF DELAY

CONSULTANT shall notify TRANSIT as soon as CONSULTANT has, or should have, knowledge that an event has occurred, which will delay completion of CONSULTANT work under this AGREEMENT. Within five (5) calendar days, CONSULTANT shall confirm such notice in writing, furnishing as much detail as possible.

15. DISPUTES

Any dispute arising under this AGREEMENT between CONSULTANT and TRANSIT shall be referred for resolution to the Capital Director, whose decision in the matter shall be final and binding on the parties, provided however, that if an action is brought challenging the Capital Director's decision, that decision shall be subject to de novo judicial review, but only if the action is brought within 14 days from the date the decision was mailed to CONSULTANT.

16. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in Kitsap County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in Kitsap County.

17. LEGAL RELATIONS AND INSURANCE

CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

CONSULTANT shall indemnify and hold TRANSIT, and its officers, employees and agents harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require CONSULTANT to indemnify TRANSIT against and hold harmless TRANSIT from claims, demands or suits based solely upon the conduct of TRANSIT, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) CONSULTANT's agents or employees and (b) TRANSIT, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to TRANSIT of defending such claims and suits, etc. shall be valid and enforceable only to the extent of CONSULTANT's negligence or the negligence of CONSULTANT's agents or employees.

CONSULTANT's relation TRANSIT shall be at all times as an independent contractor.

CONSULTANT specifically assumes potential liability for actions brought by CONSULTANT's own employees against TRANSIT and, solely for the purpose of this indemnification and defense, CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in this AGREEMENT, TRANSIT shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, CONSULTANT shall provide on-call assistance to TRANSIT during contract administration. By providing such assistance, CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

INSURANCE COVERAGE

CONSULTANT shall obtain and keep in force during the full term of this AGREEMENT the following insurance coverage's or as otherwise specified in writing by TRANSIT and attached hereto:

Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all CONSULTANT's employees who perform under this AGREEMENT.

Comprehensive Auto Liability Insurance on all vehicles used in connection with this AGREEMENT whether owned, non-owned, or hired; with limits for bodily injury or death not less than \$100,000.00 per person and

\$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.

Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within two (2) week after the execution of this AGREEMENT. CONSULTANT's insurer shall agree to give TRANSIT thirty - (30) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve CONSULTANT from liability in excess of such coverage. TRANSIT shall be specifically included as an additional insured in the insurance coverage required by this section. Notwithstanding, TRANSIT reserves all claims or rights of action against CONSULTANT as if TRANSIT were not named in the subject policy or policies.

18. COMPLETE AGREEMENT

The parties agree that this AGREEMENT is the complete expression of parties' agreement with the subject matter hereof and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this AGREEMENT shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this AGREEMENT. It is also agreed by the parties that the exoneration of the nonperformance of any provision of this AGREEMENT does not constitute a waiver of the provisions of this AGREEMENT.

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

KITSAP TRANSIT

CONSULTANT

By: _____

By: _____

John W Clauson
Executive Director

Name
Title

Address: 60 Washington Ave, Ste 200
Bremerton, WA 98337

Address:

Date: _____

Date: _____

END OF SAMPLE AGREEMENT

Section 5: Evaluation

The successful proposal will be selected using a weighted criteria evaluation. The award of the contract will be based on certain objective and subjective considerations listed below. Criteria are listed in the order of importance:

- 1. Key Personnel Experience and Approach (45 points)**
- 2. Firms Experience and Qualifications (40 points)**
- 3. Proposed Cost (35 points)**
- 4. Project Understanding and Approach (30 points)**

An evaluation committee of qualified Kitsap Transit staff or other persons selected by Kitsap Transit will conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. After ranking the proposals the Kitsap Transit committee may make an award based on the information contained within the proposal.

If necessary, Proposers falling into the competitive range may be invited to participate in an interview with the Evaluation Committee to discuss all aspects of the proposal. After the interviews, Kitsap Transit may ask for Best and Final Offers (BAFO). In this event, each proposer in the competitive range will be afforded the opportunity to amend their Proposal and submit their BAFO. These BAFO's will be evaluated by the Committee and the highest scoring proposal shall be recommended to the Kitsap Transit Board of Commissioners for award.

Kitsap Transit may require visits of our facilities or demonstrations of product by Contractor's, as part of the evaluation process.

Kitsap Transit reserves the right, before awarding the contract, to require a Proposer to submit evidence of its qualifications, as Kitsap Transit deems necessary. In addition, Kitsap Transit may consider any evidence available of financial, technical and other qualifications and capabilities; including performance experience with past and present users.

Kitsap Transit reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

Kitsap Transit reserves the right to award the contract to that Proposer who will best serve the interest of Kitsap Transit. Kitsap Transit reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. Kitsap Transit also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Kitsap Transit uses a mathematical formula for determining allocation of cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criterion, from each proposer.

END OF SECTION 5

Section 6: Proposal as Public Records

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, KT will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by KT *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.

If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the proposal. It is not usually reasonable or legally defensible to mark an entire proposal as “confidential” or “proprietary”. Marking the entire proposal as such will not be honored and the proposal may be rejected as non-responsive. KT shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. If a member of the public demands to review portions of a proposal marked “Confidential”, KT will notify the affected Proposer of the request and the date that such records will be released unless the Proposer obtains a court order enjoining that disclosure.

It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within five (5) calendar days after receipt of the notice, KT will make the requested portions available to the Requestor. The Proposer, asserting that portions of its proposal are legally protected, will assume all liability and responsibility for any information declared confidential and shall defend and hold KT harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. KT assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section.

END OF SECTION 6

Section 7: General Provisions

These General Provisions are complementary to the Contract which is required to properly define and delineate the responsibilities and rights of the parties to this Contract.

7.1 Conflicts of Interest

Current and Former Employees: Kitsap Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former KT employees in transactions with KT. Consistent with this policy, no current or former KT employee may contract with, influence, advocate, advise, or consult with a third party about a KT transaction, or assist with preparation of bids submitted to KT while employed by KT or after leaving KT's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a KT employee.

Organizational Conflicts of Interest

An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to KT; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. KT will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, KT may prohibit the contractor and any of its subcontractors from participating in such related procurements/projects.

7.2 Debarment and Suspension

Contractor must not be debarred or suspended in order to conduct business with Kitsap Transit. Upon the Proposal Due Date and for the full duration of the Contract, the Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses enumerated in below.

Within a three (3) year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify KT immediately of circumstances which made the original certification no longer valid, KT may immediately terminate the Contract.

7.3 Defective Materials or Services

When and as often as KT determines that the products or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, KT may give written notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply KT with a written detailed plan of action that indicates the time and methods needed to bring the products or services within acceptable limits under the Contract. KT may reject or accept this plan at its discretion.

In the event this plan is rejected or the defect has not been remedied within thirty (30) days of Contractor's receipt of notice, the products or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. KT, in its sole discretion, may purchase a replacement from another source and charge-back the cost for such warranty replacement to the Contractor. This procedure to remedy defects is not intended to limit or preclude any other remedies available to KT by law, including those available under the Uniform Commercial Code, Title 62A RCW.

7.4 Subcontracts

Any Subcontractors and outside associates or consulting firms or individuals, including any substitutions thereof, required by the Contractor in connection with work to be provided under this Contract will be subject to prior authorization by KT. Each subcontract and a cost summary, therefore, shall be subject to review by KT prior to the Subcontractor proceeding with the work. The Contractor shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work. The Contract shall be responsible for the completion and submission of any federally required forms that may be required of the Subcontractor.

The Contractor, at the request and direction of KT, will provide copies of any written agreements showing their contractual relationship.

7.5 Limitation of Liability

A. Non-conforming Services – For any services which fail to conform to the scope of the Contract and such failure is caused solely by the negligence of the Contractor, no charge will be invoiced to KT. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each.

B. Damages – Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

C. Third Party Claims – In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

7.6 Taxes

Any State sales/use tax, import revenues, or other taxes, which are not or which may hereafter be imposed by Congress, a State, or any political subdivision hereof and applicable to the sale or material delivered as a result of this RFP, and which by the terms of the tax law must be passed directly to KT, will be paid by KT from the Contractor's invoice.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by KT under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

7.7 Confidentiality

Following the evaluation, no information will be discussed with the competitors or anyone outside the Evaluation Committee. No Proposer or other member of the public will be told of the rankings among Proposers, nor the number of firms within the competitive range. Proposers will only be told that their proposal was ranked within the competitive range. Names of firms, cost data, or other information from Proposers submitted in response to this RFP shall remain strictly confidential until after contract award.

7.8 Contract Documents

The successful Proposer will receive an award package from Kitsap Transit that includes the Final Award Notice, two original duplicates of the Contract for signature, and other documents as required. Contractor must immediately sign and return all requested documents to Kitsap Transit within ten (10) calendar days, unless indicated otherwise, or Kitsap Transit may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and/or bonding agent to immediately obtain the required documents.

7.9 Failure to Execute Contract

Should the awarded Contractor fail to execute the Contract within fifteen (15) days from the Final Award Notice date, KT may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from KT's bid list for any future contracting opportunities.

END OF SECTION 7

Section 8: Proposal Content

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8-1/2" X 11" format with foldouts from this basic sized utilized as necessary. Proposal submittal requirements are described below.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. Kitsap Transit prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received by Kitsap Transit at 60 Washington Avenue, Suite 200, Bremerton, WA 98337 NO LATER THAN 2:00 PM on April 12th, 2018. Submittal of response by fax or e-mail will NOT be accepted.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (3) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENTS TOTAL (4) HARD COPIES OF YOUR PROPOSAL.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Kitsap Transit in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Kitsap Transit.

8.1 Required Submittals

In order for Proposer to be considered responsive to the Request for Proposal, the following information must be submitted. In the interest of an equitable and expedient review, the information should be ordered as follows:

8.11 Letter of Transmittal

A letter introducing the consulting firm and team, including contact information, email and the proposed Project Manager.

8.12 Key Personnel Experience and Qualifications

Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to this project. Describe the responsibilities each staff member will fulfill and identify the assigned Project Manager. Describe key staff member's experience completing work that is similar to the work required by this project and any experience with public agencies or transit agencies.

If a Proposer desires to change a key staff member after submitting their proposal, Kitsap Transit must be notified and the Proposer must supply qualifications for the new member.

8.13 Firms Experience and Qualifications

Provide a brief description of the Proposer's qualifications for this project and previous experience. Identify any project experience that specifically mirrors the work required by this solicitation. Describe projects completed for public organizations and for transit organizations. Include a summary of the work performed, the organization for which the work was performed, and the scope of the Proposer's efforts.

Provide a list of references for five (5) clients for whom similar projects have been completed. Include the name of the client organization, primary client contact information, description of work, time period in which work was completed and name of the firm's Project Manager.

8.14 Price Proposal

Proposers shall complete the Cost Proposal form (Attachment A). The proposed price shall include all delivery charges, premiums on bonds, labor, insurance, material costs, royalties, overhead charges, and other costs of every kind and nature necessary for the execution and completion of the work and fulfillment of the Contract.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by Kitsap Transit under this Contract because of any misunderstanding by or lack of knowledge of the Proposer as to liability for, or the amount of, any taxes for which the Proposer is liable or responsible by laws as it pertains to this Contract or because of any increases in tax rates imposed by any federal, state or local government.

All proposed prices shall remain firm for a minimum of ninety (90) days from the submittal date of the proposal. Prices quoted by the successful Proposer shall remain valid for the duration of the Contract term.

8.15 Proposed Project Approach

Describe the following in order:

- Describe your approach, including tools and techniques to accomplish the tasks listed in the scope of work
- Describe in detail the work necessary to accomplish the overall project goals. List all work as determined necessary by the Proposer, even if some of the tasks were not specifically detailed in scope of work
- Identify and describe the tasks to be completed by Kitsap Transit and the tasks to be completed by the Proposer in each phase of the project work. State how the responsibility for accomplishing any unknown project tasks shall be appointed.
- Provide a proposed project timeline. Include key milestones and descriptions of deliverables that will satisfy the requirements of each phase. Identify any other commitments or activities that may impact the project timeline. Kitsap Transit's preferred project completion time is 6 to 9 months after issuing the notice to proceed.
- Explain how the Proposer will work with Kitsap Transit to ensure the project remains on schedule and within the proposed budget. Describe how the proposed project staff will maintain regular contact with Kitsap Transit.
- Include any additional information you believe would assist Kitsap Transit in understanding your approach to the project.

8.16 Subcontractors

If any subcontractors are to be used for any part of the project work, supply the names, addresses and contact information of each proposed subcontractor.

Note: If a proposer desires to change a subcontractor after submitting their proposal, Kitsap Transit must be notified and the Proposer must supply information for the new subcontractor.

Kitsap Transit reserves the right to require references for each proposed subcontractor at any time during the proposal review and evaluation period.

8.17 Signed Bidder's Affidavit (Attachment B)

END OF SECTION 8

Section 9: Attachments

ATTACHMENT A

COST PROPOSAL FORM KT 18-597

PART 1 – INSTRUCTIONS

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

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

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

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

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

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

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

PART 3 – RECEIPT OF ADDENDA

3.1 Email Jeff Chou (jeffch@kitsaptransit.com) at Kitsap Transit, prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.

3.2 Receipt of the following Addenda is acknowledged:

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

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

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

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

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

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

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

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

Authorized Signature _____ Date _____

Printed Name & Title: _____

Company Name: _____

PART 5 – PRICING FORM

Reservation System Analysis

	Proposed Cost
*Proposed Cost for the Entire Project	\$

ATTACHMENT B

KITSAP TRANSIT REQUEST FOR PROPOSAL KT # 18-597 BIDDER'S AFFIDAVIT

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

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

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking

lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

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

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

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

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

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

Authorized Signature

Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public in and for the State of _____,

residing in _____

Signature _____

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

ATTACHMENT C

KITSAP TRANSIT

REQUEST FOR PROPOSAL KT # 18-597

RFP

No Bid Response

Bid Number KT 18-597

Bid Title: Reservation System Analysis

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

Jeff Chou, Purchasing Specialist, Kitsap Transit, 60 Washington Ave, Suite 200, Bremerton WA 98337

Company Name	Address
Business Phone Number ()	Email Address or Web URL

I/We respectfully decline this opportunity because:

I/We cannot comply with the specifications listed

I/We cannot meet delivery requirements

I/We do not regularly manufacture or sell this type of commodity

Other (please specify in box below)

Please Provide further explanation as needed for the reason(s) selected above:

I/We desire to be retained on the mailing list for future procurements of this commodity and nature

I/We do not desire to be retained on the mailing list for future procurements of this commodity and nature

Authorized Signature	Printed Name and Title
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ATTACHMENT D

Complaint Policy / Protest and Appeal Policy

A. Purpose

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

B. Complaint Policy

Who May Submit a Complaint

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

Timing of Complaint

Complaints must be received five business days prior to bid response deadline.

Basis of Complaint

Complaints must be based on the following criteria:

1. The solicitation unnecessarily restricts competition
2. The solicitation evaluation process is unfair or flawed
3. The solicitation requirements are insufficient to prepare a response

Complaint Form and Content

1. Complaints must be in writing
2. Complaints must be addressed to the Purchasing Coordinator
3. Complaints must clearly articulate the basis for the complaint
4. Complaints must include proposed remedy

Kitsap Transit Response to Complaint

The Purchasing Coordinator will respond to complaints in writing within three business days of receipt.

C. Protest and Appeal Policy

Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

Timing of Protest

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Purchasing Coordinator
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

Protest Procedure

A protest must be filed with Kitsap Transit's Purchasing Coordinator within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Purchasing Coordinator will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and an independent Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

Failure to Comply with Requirements

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

Protests to the Federal Transit Administration

The vendor or service provider shall only appeal to the FTA pursuant to violations of federal law or regulation.

Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.