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T R A N S I T

OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS
PROJECT 2217

ROUTE SCHEDULING AND MANAGEMENT SOFTWARE

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:
June 22, 2022

PRE-PROPOSAL MEETING:
Date: July 5, 2022
Time: 1:00 p.m. Pacific Time (PT)
Location: Virtual

QUESTION/CLARIFICATION DEADLINE:
Date: July 8, 2022 **no later than**
Time: 12:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:
Date: July 22, 2022 **no later than**
Time: 3:00 p.m. (PT)

CONTACT PERSON:
Jeff Peterson
Procurement Coordinator
(360) 705- 5878
jpeterson@intercitytransit.com
www.intercitytransit.com

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS
Route Scheduling and Management Software Program

INTERCITY TRANSIT
PROJECT 2217

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing a route scheduling and management software program to support paratransit service.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at https://fortress.wa.gov/ga/webs/. Proposers are responsible to register in WEBS and download the RFP 2217 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional Pre-Proposal Meeting will be held virtually on July 5, 2022 at 1:00.m. (PT). Contact Procurement Coordinator for access.

Proposals are due no later than July 22, 2022, 3:00p.m. (PT).

Please contact Jeff Peterson, Procurement Coordinator, by phone at (360) 705-5878 or email at jpeterson@intercitytransit.com with any questions regarding this solicitation.

Intercity Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 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 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, veterans, and small businesses. All businesses are encouraged to apply.

This project will be funded by local funds.

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PUBLISHED IN: The Olympian
Daily Journal of Commerce
Washington's Electronic Business Solution (WEBS)
Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 BACKGROUND AND STATEMENT OF PURPOSE

Intercity Transit (Transit) is a Washington State Municipal Corporation organized under RCW 36.57and is responsible for providing public transportation services primarily in the Thurston County region since 1981. Our agency currently serves a district of approximately 179,000 people in an area of approximately 100 square miles. Local jurisdictions within our service area include City of Olympia, City of Lacey, City of Tumwater, City of Yelm, and Thurston County.

Transit is seeking proposals from firms to provide route scheduling and management software program to support the administration of our Americans with Disabilities Act (ADA) Complementary Paratransit Dial-A-Lift (DAL) and demand response Village Vans (VV) programs that consist of 54 lift equipped cutaway vehicles, 5-12 passenger Chevy Express vans and 1 MV1 accessible vehicle, and 20 licenses/workstations (16 with DAL and 4 with VV). Intercity Transit DAL operates a paratransit service for eligible riders who have a disability that prevents them from making some or all of their trips on fixed-route buses. DAL offers a shared-ride, door-to-door service which operates within ¾ of a mile to 1 ½ miles of a fixed route and during the same days and hours as fixed-route bus system. The Village Vans program provides a shared-ride origin to destination demand response transportation to individuals working toward economic independence. Participants must be actively seeking jobs or training. The program also provides on-the-job driver training for the participants who drive the vans. Transit currently utilizes a program acquired through Routematch in 2005. The primary objective is to replace our existing program with a solution that will integrate with the myAvail Solution and computer aided dispatch and automatic vehicle location (CAD/AVL) capabilities provided by Avail Technologies.

1.2 OVERVIEW OF PROPOSER QUALIFICATIONS

The selected firm is expected to provide a solution that accommodates these minimum expectations:

1. Support the work of Intercity Transit's DAL ADA paratransit and VV eligibility, reservations, scheduling, dispatch, and management staff, including meeting or exceeding on-time performance goals and tracking regulatory eligibility decision deadlines.
2. Allow the DAL user to schedule conditionally eligible clients by identifying barriers in the environment such as distance between location and stop, accessibility of bus stop locations and seasonal/time eligibility.
3. Addresses DAL and VV customer service information, no-show/late-cancel information, real-time automated service scheduling and dispatch, eligibility, DAL and VV reporting capabilities and form generation.
4. Integrate with existing third-party applications which include:
   a. Avail Technologies CAD/AVL solution.
   b. Map Information (GIS/GTFS)
   c. Microsoft (MS) Office Suite
   d. Google Maps (or equivalent) for turn-by-turn directions.

5. Provide intuitive reports to support Federal Transit Administration (FTA) and internal requirements.
6. Provide capabilities for a self-service web portal for riders to obtain information, schedule rides, and apply for DAL and VV eligibility.
7. Provide phone-based Integrated Voice Response system for outbound customer trip reminder and arrival callouts, and allow inbound calls from customers to obtain information about schedule trips. Respond quickly to address system failures.
8. Adhere to security best practices and protect Transit and its clients against loss due to data breach.
9. Provide training to all staff to proficiency on all software products provided. All training shall be conducted on-site at Transit locations and all training schedules shall be coordinated with Transit project manager. Vendor shall be required to provide a combination of classroom and "hands-on" training for all software products provided. Training content and duration shall be stated specifically in the proposer's written offer in response to this procurement. It shall be the responsibility of Transit to provide the computers necessary for the selected vendor to provide all "hands-on" modules of software training. If the complete system offered by the vendor relies on third party software, it shall be the responsibility of the vendor to provide training, in structure and in content, on that software equal to that provided for its own products.
10. Oversee the initial startup of the new system and its components and provide on-site support to staff that use and manage the system. The new system must run parallel to the existing Uber system and meet current operating performance standards for a period of two weeks as part of the system acceptance period.

1.3   FUNDING
Local funds have been allocated for the implementation of this project.

1.4   CONTRACT AWARD
Transit intents to award a contract to a responsive, responsible, firm determined to offer the most advantageous solution to Transit.

The award is to be a firm fixed priced contract based on the solution and maintenance support costs. Travel expenses, if needed, will be negotiated with the apparent successful proposer on a per task basis.

1.5   CONTRACT TERM
The initial term of the Contract resulting from this RFP to implement the solution should not exceed one (1) year from date of execution. Software support and maintenance agreements shall be honored for a minimum of three (3) years following final system acceptance. Extensions may be offered and will be at the sole discretion of Transit and subject to written mutual agreement.

SECTION 2 – GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator:	Jeff Peterson
Email Address:	jpeterson@intercitytransit.com
Phone:	360-705-5878
Address:	Intercity Transit
	526 Pattison Street SE
	Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-Proposal date or Proposal Due Date and Time on Washington's Electronic Business Solution (WEBS) at https://fortress.wa.gov/ga/webs/.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	June 22, 2022
Pre-Proposal Meeting	July 5, 2022 at 1:00 p.m.
Questions and Requests for Clarifications Due	July 8, 2022 by noon
Proposal Due Date and Time	July 22, 2022 by 3:00 p.m.
Evaluations Begin	July 25, 2022
Anticipated Interviews	August 1, 2022
Anticipated Contract Award Date	August 17, 2022
Anticipated Contract Start Date	September 1, 2022

2.3 PRE-PROPOSAL MEETING

Transit will host an optional Pre-Proposal virtual conference at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend. This meeting will provide prospective Proposers an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on WEBS.

Pre-Proposal Meeting Date:	July 5, 2022
Pre-Proposal Meeting Time:	1:00 p.m. (PT)
Virtual Information TEAMS:	Click here to join the meeting +1 929-229-5501,,656517342# Phone ID: 656 517 342#

2.4   SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents may be accessed on-line through WEBS. Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

2.5   EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations, and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP.

2.6   QUESTIONS AND CLARIFICATION REQUESTS

Proposer questions and/or requests for clarification regarding this RFP will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFP. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.7　SOLICITATION STANDARDS

The Solicitation Standards information is included in Section 4.

The Solicitation Standards contain important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. Proposers do not need to attach this document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

2.8　CONTRACT TERMS

A Sample Contract has been included in Section 8. Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during the procurement process or negotiation of the final Contract.

2.9　INCORPORATION OF DOCUMENTS INTO CONTRACT

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract.

SECTION 3 – SCOPE AND SPECIFICATIONS

3.1   GENERAL STATEMENT

Transit is seeking a proven, commercial off the shelf (COTS) software solution to provide a paratransit, demand response route scheduling, user centric, and program management through a cloud-based solution. Transit expects the solution to be supported, robust, flexible, and scalable to meet the needs of our DAL program.

The following is the process DAL and VV currently undertake from onboarding new clients to closing out a trip.

Dial A Lift Program (DAL)

The DAL program provides clients with transportation options who are not able to utilize regular services due to a disability. The program collects client information through a hard copy written application.   Clients are than subject to a functional assessment, which consists of an interview and in-person evaluation. Ultimately client information is inputted manually into the existing software program.

Clients book rides 1-5 days in advance. Same day rides can be scheduled, however these are evaluated on a case by case basis based on availability. When booking a ride clients provide schedulers with their name, pick-up and drop off address, appointment times, return times, mobility devices, and any guest or care attendant information. Schedulers use the software program to pull up the client profile and enter the trip information.

Once booked, rides are scheduled by a schedule using the software program. Dispatchers monitor the trips, ensuring they are on-time. The software program predicts if trips will be late, early, or on-time and displays this information to Dispatch.

Operators manifest are displayed electronically (currently tablets) within the vehicles. Operators use the device to notify Dispatch when they arrived, loaded, and unloaded clients. Dispatchers also send trip changes to Operators through the software program to the device in the vehicle. A trip is closed, therefor removing the data from the devices, when the Operator notifies Dispatch the client has been unloaded.

If a client cancels their ride within 2 hours of the trip or if the Operator is unable to locate the client or if the Client cancels the trip upon arrival, the client is considered a No Show. The Dispatcher will mark No Show events in the software program and closes the trip.

Dispatchers are responsible to reconcile paper manifests against information entered into the software program by the Operators. These verifications are used to compile trip data reports.

The software program monitors on time performance, using different color codes. At the end of the day on time performance is reported using a report module within the software program.

Village Van Program (VV)

The Village Van program is a grant funded program that provides clients with transportation to work related activities. The program collects client information that is used to create a user profile. As far as three weeks out, clients can schedule a ride (via phone call or email). The scheduled ride is documented within a physical call log document. Schedulers assign drivers and vans within our existing software program, which creates the run. This process is completed by the Friday proceeding the week of service. Staff communicate via email to clients the final details pertaining to their ride. Staff communicate via phone to clients if rides are fulfilled day of.

The Village Van vehicles (currently six twelve passenger vans) are not equipped with the Avail myAvail Solution. The program will primarily be using the software package for planning and scheduling purposes. The program may desire features to be accessed within the vehicles in the future. The expectation is the fully functional software package would be able to be downloaded as an application to a Transit provided tablet.

Dispatch utilizes the software to make changes, including adding unscheduled rides on the same day. Dispatch can unassign/reassign drivers and runs (rides) to other vans in the fleet, change the address of pickup/drop off, or ad stops. Manifests for each driver are printed, which includes client specific information and space to track actual times and odometer readings.

Clients are allowed to call at least one hour prior to their pick-up time to cancel or reschedule. This is captured within the software program. If Client calls with less than one hours' notice, Dispatch reminds them of our one-hour policy and makes a note on their profile. Dispatch can accommodate the change if possible. No-shows are captured similarly.

Drivers are afforded a five minute window of time on either side of the scheduled pick up time. Communications between the driver and dispatch are via vehicle assigned cellular phone.

Drivers capture real time data captured on the written manifest and input the information manually into the software program. The software program is used by Supervisors to generate weekly and quarterly reports, which includes: Number of fulfilled trips, denied trips, active clients, certified clients, new clients, daycare stops, revenue miles, revenue hours, trips by type, and "riders referred by" data.

3.2 SCOPE OF WORK

Transit is seeking proposals that complies with the following specifications:

3.2.1 SOFTWARE

The software shall interface with the Avail Technology's myAvail Solution. The programming is to reside on cloud-based hosted central system software. The customer service and dispatch software must be PC compatible. Transit will provide the appropriate computer to host the software.

Transit is expecting a highly available SaaS product. Cloud hosted application shall maintain continual uptime of 99.99% availability. The cloud/hosted solution must meet the following expectations: Recovery Time Objective (RTO) is 4 hours and the Recovery Point Objective) is 24 hours.

The software must integrate identities from Transit's Azure AD tenant using a modern authentication protocol, such as SAML, OpenID, or similar protocol.

Single Sign on using SAML.

3.2.2 SUPPORT

24-hour customer and technical support is preferred. However, at a minimum, customer support shall be available 7 days per week, between the hours of 4 am and 12 am, pacific time. At a minimum, technical support shall be available 7 days per week, between the hours of 4 am and 12 am, pacific time. Successful firm will respond to non-emergency inquiries within 2 business days and to emergencies (where failure of the system is immanent or has already occurred) within 1 business hours.

3.2.3 TECHNICAL

The following are specific minimum technology requirements that Transit requires: Please refer to the FTA ADA Guidelines for questions about ADA regulations: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf

3.2.3.1 Client Database

A. Build New Client Database Files: The selected proposer, as soon as practical after notice to proceed from Transit shall be responsible for providing a data "template" for staff to begin compilation of information necessary to complete the client database elements required for use in scheduling, trip assignment, developing/transitioning/maintaining client profiles, and reporting.

B. Data Conversion of Existing Client Database: The selected proposer, as soon as practical after notice to proceed, will evaluate current client databases for both DAL and Village Vans and develop appropriate data conversion process that converts existing client information into a compatible format for use in the scheduling and dispatching software solution. Selected proposer will convert all files as required by Transit with verification to ensure files have been migrated properly.

C. Database Attributes: Both DAL and Village Vans client database shall be capable of providing a full range of data elements for each client in the system. Information shall include full identification including gender, address, contact details, third party/emergency contacts, disability status, mobility aides used, required accommodations, caregiver, language spoken by client, program affiliation, and third-party contract payee options, and a space for client or location notes. Additionally, system shall permit assignment of various demographic codes, such as elderly, youth, etc.

D. System shall be capable of tracking trip purpose for each trip with user customization possible in terms of defining various trip purposes.

E. Transit will not define the required fields nor dictate the format for data to populate the client database fields. Vendor shall be responsible for providing a fully functional client file suitable to transit system needs. All data will be sortable and searchable within the contained database.

3.2.3.2   Client Database Functionality

A. Customer Look-Up: The customer database shall provide functionality to allow customer service agents to readily look-up client records for edit, trip-booking, etc. Search capabilities should be based on customer name, and identification number, phone number, address, or similar characteristic. When looking up a customer, auto-complete features are desirable to minimize user input.

B. New Client Entry/Customer Edits: System shall be capable of registering new clients, capturing information about addresses, disability type, mobility device requirement, space requirement, load/unload time, fares, payment options, eligibility conditions, funding sources, etc. while a customer service agent has the new customer on the telephone. System shall permit edit of all fields in a customer record in a real-time basis and shall permit suspensions (temporary) of service.

C. Client Details: System shall be capable of recording and displaying trip history details specific to each client, such as recent trip dates, trip origins, or trip destinations. System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.

3.2.3.3   User Interface and Functions

A. General Statement: Transit requires the solution to provide key operational functionality and is intuitive to navigate.

B. The system shall support the following standard data driven communication messages:

    a.   Pick up site Arrive (trip event)

    b.   Drop off site Arrive (trip events)

    c.   Pick up site Perform (trip events)

    d.   Drop of site Perform (trip events)

e. No Show (trip events)

f. Cancel at Door (trip events)

g. At least ten (10) Intercity-configured canned messages

h. Freeform text messages by the operator

C. The following, at a minimum, shall be functions available in real time to an operator utilizing the myAvail Solution on the vehicle through Avail's mobile data terminal (MDT):

a. Log-on screen to appear when the MDT is powered up.

b. Operators are to have the ability to log-off by selecting a log-off button.

c. Solution shall allow an operator to log on using their ID number.

d. Operator is to have the ability to enter the dashboard odometer value.

e. Operator is to have the ability to enter or verify vehicle odometer reading during the log-off process.

f. Manifests assigned to the vehicle when Operator has logged onto the MDT.

g. Updates to manifests. Including added, cancelled, or pre-assigned trips.

h. Operator assignment and re-assignment information.

i. No show request responses

j. Text messages

D. The following, at a minimum, shall be functions available to dispatchers in real time:

a. Operator's log-on and log-off times

b. Pull-in and pull-out manifests

c. Auto and manual arrive and perform trip notifications

d. Updates on trip events that includes:

i. Receiving messages from Operators, to include "Arrive", "No Show", and "Cancel at Door". Each message is to have a unique alert tone.

ii. The system is to record and flag in the historical database if an Operator departs a location without sending an appropriate message.

e. No Show requests.

f. Text messages

E. The awarded firm shall provide Interface Control Documents (ICDs) as part of the System Design Documentation. The ICDs shall define the interfaces and all data messaging.

F. The following "buttons" shall be available on the MDT for the Operator:

a. "Arrive" when they arrive within an Intercity configured proximity to the pick-up or drop-off location.

i. Upon pressing "Arrive" the MDT shall initiate and display a timer on the MDT for the Operator that will show the elapsed time from when "Arrive" was pushed.

       ii.The timer is to clear when vehicle leaves the location.

   b. "Perform" when Operator departs the location.

   c. "No Show" is to be displayed when a configurable (by Intercity) amount of time elapses from when "Arrive" was pressed.

       i.Dispatch will be alerted when the "No Show" button is pushed.

   d. "Cancel at Door" is to be displayed when a configurable (by Intercity) amount of time elapses from when "Arrive" was pressed.

       i.Dispatch will be alerted when the "Cancel at Door" button is pushed.

   e. In the case of grouped trip events, the operator shall be able to register a single "Perform" event via the MDT that applies to all trip events in this group.

G. The software is expected to display the following information on the Operators MDT:

   a. Trips in the order of their scheduled pick up or drop off times.

       i.Operators must be able to scroll through the manifest to view all trips.

   b. Multiple rider pick-ups and drop-offs from the same pick-up/drop-off location (address).

   c. Option to expand trip events to view more detail pertaining to pick up or drop off which may include the following:

       i.Client name

       ii.Client ID

       iii.Gender

       iv.Appointment Time

       v.Event Time

       vi.Window Times

       vii.Location

       viii.Comments

       ix.Phone Number

       x.Fare Due

       xi.Space Type

   d. The Manifest shall automatically delete the trip from the trip list upon completion of the trip.

   e. The displayed information shall automatically update and save new trip data received from Dispatch, without Operator intervention.

   f. An alert when changes are received from Dispatch.

       i.The Operator is to confirm receipt of the change.

H. Map functionality of the software hosted on the MDT is to include the following features:

   a. Map data to be stored on the VLU or MDT.

   b. Map to show vehicles current location to the Operator and continuously update the vehicle location.

c. Map to display pick-up drop-off locations of current automatically imported manifests. Operator shall not have to enter destination address(es).

d. Navigation assistance that provides visual and audible turn-by-burn routing to the next pick-up or drop-off location.

e. Map to automatically load as part of the software application.

f. Audible alerts to manifest changes or text messages received by the MDT shall not interrupt the navigation application.

3.2.3.4 GIS and Mapping Functions

A. General: Transit requires that vendor offerings provide GIS functionality in the software product offered. Mapping capabilities and the dispatcher's abilities to identify operators approximate current locations, heading, and speed based on last known point in the schedule, is essential.

B. Service Area: Transit requires that the service area boundary be readily identifiable and graphic, or query functionality must be present to determine if requested trip origins and destinations are within the service area.

B. GIS Functionality: The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or bus stops; specific street address; or other specified user-defined zoom levels. Panning/zooming shall be incorporated into the mapping capabilities. In addition to providing support to the software's primary scheduling and customer information functions, the GIS functionality of the proposed software must support other GIS analyses. The software must be capable of:

a. Printing/producing camera ready printed output.

b. Providing geographically based query functions.

D. Export of Map Data: System shall be capable of exporting data and graphic images to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (e.g., ESRI mapping products) enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.).

E. Map Features and Attributes: Access to maps must be seamless from within the scheduling software (e.g., user should be able to generate map with single mouse click or menu selection). Base maps must contain current attributes on street segments, addressing, speed limits, etc. Vendor shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using street level routing geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc. System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc. GIS functionality shall include ability to develop overlays or coverages of municipal boundaries and other key geographies. GIS functionality shall include ability to define service-based zones,

such as fare zones, etc. This is critical functionality that must be provided. System shall permit definition and display of physical features that act as barriers to transportation. System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest.

F. Geocoding: Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing Transit to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (e.g., St. for Street, etc.) in the geocoding process. System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.

G. Distance Computation: System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process. System will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration. Furthermore, real time computation updates are required as real time adjustments are vital as traffic demands change based on weather, traffic, accidents, detours, construction, and many other unnamed variables that make accurate and up to the moment data vital to service delivery.

H. Graphical Display of Trips/Tours: For any trip reservation, system shall be capable of providing, with minimal mouse clicks, using the GIS capabilities of the software, a map image of the trip origin and/or destination. Trip data shall be compatible for viewing and integration on Google Earth applications.

3.2.3.5   Trip Reservations

A. Real Time Trip Details Entry: System shall permit trip booking while transit personnel are on the phone with the client/customer. System must be capable of processing both subscription (standing order) and demand response trips in this manner, allowing for a 15-minute pickup window on either side of the scheduled trip time. For example, if a client requests a trip at 8 am, the pickup window displays as 7:45 am to 8:15 am. System shall be capable of processing, scheduling, and dispatch same day trip orders without the need to manual intervention from users. System shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using client last name. Additional details must be available to the customer service agent to distinguish between customers with the same last name. System will have the capability to automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified. Pop-up windows or list boxes shall be used to display lists of clients for easy access and selection. Once selected, pertinent data from the client database file shall be accessible to the reservation clerk, either through on-screen display or pop-up window.

B. Default and Common Pick-Up Address: System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through key stroke entry or through use of list boxes of alternative pick-up addresses associated with that client (e.g., common travel destinations of that customer).

C. Client Trip Destinations: System shall be capable of displaying, through pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.

D. Trip Reversals: System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.

E. Pick-Up Time, Appointment Time, and Allowances: System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall consider appropriate travel time to ensure on-time arrival at a destination. System shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.

F. Advance Reservations: System shall be capable of accepting trip reservations for a period of at least up to 5 to 1 days in advance of the requested trip date and have the ability to customize the number of days in advance a trip reservation can be made.

G. Standing Order Trip Entry: System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar-based travel dates, (e.g., first and third Wednesday of each month). System shall be capable setting finite limits on the length of subscription orders. Systems shall permit transit personnel to "turn off," on a temporary basis, a client's standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.

H. Trip Reservation Editing: System shall provide means for a customer service representative to access existing trip reservations easily and quickly for the client in order to edit travel destination, trip dates, and/or travel times. System shall permit cancellation of any trip in the system in advance consistent with defined system policies on trip cancellations. System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.

I. Suspended Service: System shall be capable of temporarily suspending a client's eligibility for service. System shall permit entry of both a start date and end date of the time period when the client's ridership privileges are suspended. During this period, system shall not permit trip booking. System shall have provisions, in the event an individual customer's service is temporarily or permanently suspended, to

display a warning alert or physically block a reservation agent from booking a suspended client's trip.

J. Personal Care Attendants, Companions, and Escorts: System shall be capable, during the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.

K. Fare Computation: System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), escorts, or companion. Note: Transit is currently a zero-fare operation. The system is to have the ability to support a fare structure should there be a need in the future.

L. Trip Cancellation: System shall provide methods to enable customer service agents to easily retrieve an existing trip reservation and, upon customer request, cancel the reservation. System shall provide various trip codes to document the reason for the cancellation (e.g., "cancelled on customer request" etc.)

M. Enroute alteration: Although not required, enroute trip alterations are desired. Should a customer have the wrong destination or need a trip altered, it is the desire of Transit to have capability to edit as a trip is in process.

3.2.3.6   Scheduling

A. System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage OTP, no-shows, cancellations, subscriptions and late trips. The system shall automatically send updates of the dispatched trips to the MDT's. The web-based tools provided will allow managers/supervisors to monitor their driver's performance on real-time. The system shall optimize same day trip orders with advance trip orders and automatically send updates to the MDTs. The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling. The automated scheduling process shall continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.

B. Automated Batch Scheduling: System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (e.g., actual x- and y-coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

C. Subscription Trips: System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs to optimize run in terms of least distance and travel time, based on network factors.

D. Unscheduled Trips: System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user manual setting of the trip to "unassigned" or "will-call" category or similar means. System shall be capable of permitting manual insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick- ups and drop-offs on the run.

E. Same Day Trip Orders: System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick windows in making the scheduling assignment. If system can produce multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, it shall show the best possible choice of assignment as the default selection. When a same day order is accepted and assigned to a run (or unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.

3.2.3.7   Mobile Application
A. Overview: A branded mobile application that allows for scheduling and notifications capabilities as well as integration with complete automation of features and modules in mobile application. The mobile application will include a method of providing updates to riders via mobile app notifications (push notifications). Mobile application would be free to the public and available for Android and iOS stores and ADA accessible.

B. Fare collection: The mobile application will be able to handle electronic fare collection securely at the point of booking and allow riders to manage their payment information in it. Options include pre-paid account charging or by trip use.

C. Mapping: The scheduling solution will generate and disseminate real-time transit traveler information to be consumed by web/mobile services and conforms with the Google Real Time Standard – GTFS (General Transit Feed Specification – Real Time, RT.)

D. Scheduling: Riders will be able to book, edit and cancel trips via the mobile application and indicate what type of vehicle they might need (accessible vs. non). Riders will be able to leave driver notes that may be pertinent to the trip.

E. Misc: Transit will be able to limit access for riders that abuse their mobile app use privileges on a per rider basis. Riders will also be able to view their vehicle on a map in real-time as it is approaching.

3.2.3.8   Schedule
A. Service Zones: System shall be capable of producing schedules, by run, in chronological order or by sequential run number, indicating projected arrival time of system vehicles at each origin and destination. Schedules must be developed on zones

or counties, based on user specified service zones. System must be capable of recognizing geographic zones and assign trips to the proper zone when systems serve multiple counties with dedicated vehicles and staff.

B. Display: Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data and contain necessary menu and edit tools to provide manual adjustments, as necessary, to the scheduled runs.

C. Validation/Violations: System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual clients to ensure that system travel time limitations are not exceeded. System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.

D. Manual Override: System shall provide the capability of scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall record and timestamp the override action in the trip record (or in an associated database) to provide a historical account of changes to the original (booked) reservation.

E. Labor Rules: System shall be capable of scheduling trips to established runs considering system labor rules on work hours, breaks, and employee work hours.

F. Vehicle Assignment: In assigning clients to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones or counties.

G. Editing Schedules: System shall be capable of adding trips to a previously generated schedules or re-assigning trips from one run to another in dynamic fashion. System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the "best" selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.

H. Dynamic Update of All Schedules: Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the schedule. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors

such as cancellations, no-shows, vehicles positions or driver performance. The system must optimize same day trip orders with advance trip orders and automatically send updates to the MDTs.

I. Unscheduled Trips: If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.

J. GIS Display of Schedules: Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run.

3.2.3.9   Dispatching

A. Access to Dispatch Information: Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of clients on the run, scheduled arrival time, estimated time of arrival and any special circumstances. Information displays must associate with the time of day (e.g., 10:00 a.m. events are displayed at the top of the list window when the dispatcher makes queries at 10:00 a.m.).

B. Driver Assignment: System shall be capable of assigning drivers to runs. System shall consider driver work schedules, qualifications, and other factors to ensure compliance with system policies.

C. Vehicle Assignment: System shall be capable of assigning vehicles to scheduled runs considering mobility needs of customers assigned to the run, thereby always ensuring sufficient wheelchair capacity. Dynamic updating of assigned vehicles must be possible to consider vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver's pre-trip inspection.

D. Cancellations/No-Shows: System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows. Furthermore, system must be able to cancel full days, specific locations, or specific funders in a bulk format.

E. Same Day Reservation Changes/Add-Ons: System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).

F. Removal of Vehicles from Service: If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).

3.2.3.10 Web Interface
Solution must be web-based and fully functional via modern standards-compliant web browsers.

3.2.3.11 System Parameters
System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).

Vendors should specify the range of parameters that can be user set and how the vendor will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

3.2.3.12 Eligibility
A. The solution shall have the ability for customers to submit an eligibility application electronically, allow staff the ability to receive electronic eligibility applications and render a decision, allow staff to manage applicant information, track application regulatory timeline, support communication of application information and notification of eligibility including generating form letters, labels for mailings and files, data entry for service inception, allow staff to administer full and conditional eligibility, including which conditional trips are eligible for paratransit use, provide statistical and other reports on operations of the eligibility functions, including results of applications, results of applicants involved in functional assessments, and pending decisions vs. regulatory deadlines.

3.2.3.13 Reporting

Intercity Transit should be able to access data and reporting inclusive of, but not limited to, the following:

A. Standard Reports: Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD contractual, and state requirements. The software system shall support real time web based operational supervision and on time performance reporting. All reports are to be completely web based, can be run on demand and exportable into csv, pdf, word, etc. System shall also have the ability to run a certain report or reports on a set schedule and delivered to an email address in a particular format, i.e., monthly reports on revenue and dead head hours and miles sent to an email address of the user's in an excel file. Examples of contractual reports that will be used or developed as part of this proposal are:

   a.   Late trips
   b.   Service hour
   c.   Service Hours by funding source
   d.   Revenue service miles
   e.   Deadhead
   f.   Ridership by funding source

g.   Total passenger counts

h.   Archives

i.   Manifests

j.   Operating Statistics

k.   Client Information Report

l.   Trips by Status and Date

m.   Travel Time Threshold

n.   On-time Performance Report

o.   Daily Average Vehicle Mileage

p.   The status of completed rides

q.   How many rides are serviced (per hour, etc.)

r.   How long riders are on a vehicle

s.   Vehicle miles traveled (in total, by vehicle, etc.)

t.   Origin and destination information

u.   Fare payment data

v.   Financial Reconciliation Reporting by rider and /or by vehicle

w.   Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades / Technical Support

x.   System must have a practical way of directly exporting data for S-10 NTD reports

y.   Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.

z.   Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.

aa.   Pull reports for trip denials, missed trips and excessively long trips as defined by the American Disabilities Act (ADA)

bb.   Denials and refusals summary by time and date

cc.   Subscription vs. total trips for date range

dd.   Subscription information report

ee.   Daily run efficiency

ff.   Ability to run reports based off subscriptions

At a minimum, the software shall collect, store and generate reports for Demand Response NTD required statistics such as revenue vehicle hours (RVH), revenue vehicle miles (RVM), total vehicle hours (TVH), total vehicle miles (TVM), unlinked passenger trips (UPT and/or boardings), passenger miles traveled (PMT) and vehicles operated in maximum service (VOMS) Ride Data shall be provided at the trip level and include:

a.   Data associated with requested location of pick-up and drop-off

b.   Actual location of pick-ups and drop-offs

c.   Price of trip, including any discounts that were applied

d.   Fare payment data such as fare category or type, payment type, etc.

Driver data shall be provided at the individual driver level and include:

 a. Start and ends of shifts, including breaks
 b. Total vehicle miles traveled (start of day to end of day, terminal to terminal)
 c. Total revenue miles (miles with passengers on board

B. Ad-Hoc Reports

System shall be capable of permitting the user to create, format, and print user defined reports based on any data element contained in the database.

3.2.4   IMPLEMENTATION METHODOLOGY

Transit desires a proven implementation strategy. Project team members are expected to have experience implementing the proposed solution, troubleshooting experience, and the ability to train key Transit staff to operate the functions independently.

Transit desires that the solution begins the implementation process no later than November 30, 2022. The successful proposal will provide details pertaining to the structure of the timeline and resources that will be assigned to complete the project successfully.

3.2.5   MAINTENANCE

Transit desires to enter into a long-term maintenance and support agreement with the successful firm. The expectation is that the support plan will cover, at a minimum: software version upgrades, security updates, bug fixes, and feature enhancements.

3.2.6   ONGOING SECURITY AND DATA SHARING OBLICATIONS

Proposer's organizational policies, software solutions, and supporting infrastructure are to comply with current and future security best practices and Proposer will ensure that Transit is adequately protected against loss due to data breach. The successful firm will be required to agree to the specific objectives as outlined in the Data Sharing Agreement, noted in Appendix A.

SECTION 4 – SOLICITATION STANDARDS

4.1 DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Intercity Transit.

Agency	Intercity Transit (Transit).
Amendment or Addendum	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
Authorized Representative	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
Bid	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB).
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days will prevail.
Contract	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
Firm	Any person or company having a contract with Intercity Transit.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
Proposal	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP) or Request for Qualifications (RFQ).
Proposer	A Vendor who submits a Proposal in reply to a Solicitation.
RCW	Revised Code of Washington
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the Contract.
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal

Solicitation	The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the awarded Firm.
Vendor	A provider of materials, supplies, services, and/or equipment.

4.2   AMENDMENTS AND ADDENDA

Transit reserves the right to amend this Solicitation at any time before the Proposal due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All Addenda will be posted on [Washington's Electronic Business Solution](#) (WEBS). It is the Proposer's sole responsibility to check periodically for Addenda related to this Solicitation.

4.3   COLLUSION

If Transit determines that collusion has occurred among Proposers, none of the Proposals of the participants in the collusion will be considered. Transit's determination shall be final.

4.4   ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION

The Successful Proposer will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.

B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.

C. Regional. Any applicable Air Pollution Control District regulations.

D. Thurston County. Any applicable County ordinances and regulations.

E. Local. Any applicable City ordinances and regulations.

4.5   INSURANCE

The Successful Proposer is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Proposer or its Sub-firm(s), or their agents, while

performing work under the terms of any Contract resulting from this Solicitation. Proposers will find a complete description of the specific insurance requirements in the Sample Contract document located in Section 8 of the Solicitation document.

4.6   MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or sub-firms. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

4.7   NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Proposer.

4.8   NO OBLIGATION TO CONTRACT

This Solicitation does not obligate Transit to contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

4.9   POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The Awarded Firm is responsible to ensure that all employees and any Sub-firms assigned to work on Transit property are aware of and comply with these policies.

4.10 PROJECT PERSONNEL

Proposer represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Proposer, its employees, agents, representatives, or authorized Sub-firm. Upon Contract award, Firm will not change assigned project personnel or sub-firms without prior Transit approval.

4.11 PROPOSAL CLARIFICATION

Transit will make the sole determination of clarity and completeness in the Proposals relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Proposers to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner

shall such action be construed as negotiations or an indication of Transit's intention to award.

4.12 PROPOSAL COSTS

Proposer is solely liable for any and all costs associated with preparing, submitting or presenting a Proposal in response to this Solicitation. Transit is not liable for any cost incurred by the Proposer in the process of responding to this Solicitation.

4.13 PROPOSAL DEADLINE POSTPONEMENT

Transit reserves the right to postpone the Proposal due date and time at any time prior to the set due date and time.

4.14 PROPOSAL OWNERSHIP

All Proposals and materials submitted in response to this Solicitation will become the property of Transit. Information in each Proposal will be shared with Transit employees and other persons involved in Proposal evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

4.15 PROPOSAL REJECTION

Transit reserves the right to reject any Proposal for any reason including, but not limited to, the following:

A. Any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity;
B. Any Proposal which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
C. Any Proposal from Proposer(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
D. Any Proposal for which a Proposer fails or neglects to complete and submit any qualification information within the time specified by Transit; and
E. Any Proposal submitted by a Proposer who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Proposals, to waive any minor irregularities or informalities (without obligation) in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Proposal, the Proposer waives and releases any claims against Transit arising from rejection of any or all Proposals.

4.16 PROPOSAL WITHDRAWAL OR MODIFICATION

A modification of a Proposal already received will be considered only if the modification is received prior to the Proposal due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. Notwithstanding the above, a late modification of an otherwise successful Proposal that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Proposers may withdraw their Proposal by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Proposal due date and time. Proposals may be withdrawn in person by the Proposer or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Proposal before the Proposal due date and time.

No Proposer may withdraw a Proposal after the Proposal due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Proposal due date and time. Transit reserves the right to request that Proposers grant an extension of such effective period.

Transit will not give consideration to a claim of error in a Proposal unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Proposal opening. Any review by Transit of a Proposal and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Proposal errors rests with the Proposer.

4.17 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Proposals or the number of Proposals received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.
All information contained in Proposals is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."
Proposers, who include data in their Proposals which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Proposer desires to claim as proprietary in the Proposer Information section of the Proposal Submittal Document titles "Proprietary or Confidential Information".

4.18 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

A. **Right to Protest.** Any actual or prospective Proposer, including sub-firms and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFP shall be submitted in writing to the Intercity Transit General Manager prior to the established Proposal due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Proposal date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Cays following the receipt of the General Manager's written determination will not be accepted.

B. **Stay of Procurements During Protests.** In the event of a timely protest, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.

C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Proposer should have been awarded the Contract under the solicitation, but is not, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.

D. **Process.** In order to be considered, a protest shall be in writing and shall include:
   1. The name and address of the aggrieved person;
   2. The project number and title under which the protest is submitted;
   3. A detailed description of the specific grounds for protest and any supporting documentation; and
   4. The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit
Attention: General Manager
526 SE Pattison Street
Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, the Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

4.19 SINGLE PROPOSAL RECEIVED

If Transit receives a single responsive, responsible Proposal, Transit shall have the right, in its sole discretion, to extend to the Proposal acceptance period for an additional forty-five (45) Calendar Days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Proposal. Transit reserves the right to reject such Proposal or any portion thereof.

4.20 WORK PROGRESS AND COMPLETION

Progress and completion of the work must comply with all stated requirements. The submission of a Proposal shall constitute the Proposer's acknowledgment that such progress and completion requirements are taken into account in formulating Proposer's pricing.

4.21 WORK SITE INSPECTION

Proposer may inspect the work location(s). Interested Proposers may visit transit facilities as a typical rider, following all Transit COVID protocols. Proposers are not to interrupt normal operations while visiting or utilizing Transit's system. By signing its Proposal, Proposer is accepting the work conditions. The Awarded Firm will be responsible to complete all required work in accordance with the Solicitation and Contract Documents. If during the course of or as a result of the inspection and examination, a Proposer finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the Proposer relating to the work, the Proposer will promptly notify Transit in writing and request additional information and explanation before submitting a Proposal.

PROPOSER SECTION 5 – PROPOSAL SUBMITTALS

5.1 **SUBMITTAL INSTRUCTIONS**

Proposer must submit a Proposal in the following manner:

A. **Proposal:** Proposer must complete and submit all submittal documents noted herein, as their Proposal. <u>One (1) hard copy and one (1) electronic copy</u> of the Proposer's complete Proposal must be received by Intercity Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Proposal is to be typed and submitted on 8.5″ x 11″ white paper in a bound format that allows the pages to lie fully flat when open.

2. *Electronic Copy:* The electronic copy Proposal is to be submitted on a USB flash drive labeled with the RFP number and Proposer's name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.

B. **Delivery of Proposal:** The Proposal must be delivered as follows:

1. Enclose the hard copy and electronic copy of the Proposal together in a single envelope or container and label as follows:

   Intercity Transit
   Project 2217 – Route Scheduling and Management Software Program
   Attn: Jeff Peterson
   526 Pattison Street SE
   Olympia, WA 98501

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Proposal due date and time. The telephone number for shipping purposes is (360) 705-8585.

3. Contact the Procurement Coordinator prior to delivering to the address in person as access to the facilities are currently restricted. Staff intend on being available up to 2 hours prior to the proposal due date and time to accept hand delivery.

C. **Time of Receipt:** Time of receipt will be determined by the date and time the Proposal is received by Transit's Administrative Office Receptionist. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery.

Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Proposal, the electronic copy will prevail.**

5.2 **LATE PROPOSALS**

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist.

5.3 PROPOSER RESPONSIVENESS

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 6 – EVALUATION AND AWARD

6.1   OVERVIEW

The responsive responsible Proposer for the project that is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit's final approval as to whether they meet all RFP requirements.

6.2   EVALUATION CRITERIA

Scores will be assigned a relative value of importance for each scored section as follows:

PHASE 1 EVALUATION – QUALIFICATIONS, PLAN AND PRICE

No.	Criterion	Max Points
1.	**Software (Section 3.2.1)**	200
2.	**Support (Section 3.2.2)**	150
3.	**Technical (Section 3.2.3)**	250
4.	**Implementation (Section 3.2.4)**	150
5.	**Maintenance (Section 3.2.5)**	100
6.	**Pricing**	150
	Total Possible Phase 1 Points:	**1000 Points**

PHASE 2 EVALUATION – INTERVIEWS (OPTIONAL)

No.	Criterion	Max Points
1.	Interview	500 points
	Total Possible Phase 2 Points	**500 Points**

6.3   EVALUATION PROCESS

1. **Initial Determination of Responsiveness (pass/fail)**
    Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

    Transit reserves the right to determine at its sole discretion whether Proposer's Response meets the Responsiveness criteria as set forth within this document. If all Responses are determined to be Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

    Firms are to comply with the Data Sharing Agreement terms as noted in Section 3.2.6. Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. **Phase 1 Evaluation – Qualifications, Plan and Price (scored)**
    There are a maximum of **1000 points** available for Phase 1 Evaluation. Evaluators will evaluate and score each element in Phase 1 except for pricing. The Procurement Coordinator will score pricing and tabulate the evaluation team's scoring. Transit will

calculate a single score for Phase 1 which Transit will use to determine the award or to determine which Proposer(s) will advance to Phase 2.

3. **Phase 2 Evaluation – Interview/Product Demonstration (scored)** *(Optional)*
Transit reserves the right to schedule Interviews and Product Demonstrations if determined to be in the best interest of Transit. If so, Transit will request the authorized representative and key project staff of the top-scoring Proposer(s) from Phase 1 to attend the session at an agreeable date and time. Phase 2 scoring will be used exclusively throughout the remainder of the RFP evaluation process to determine the Successful Proposer. There are a maximum of **500 points** available for the interview. Commitments made by the Proposer during the interviews, if any, will be memorialized and considered binding.

4. **Best and Final Offer** *(Optional)*
Transit reserves the right to enter into a Best and Final Offer (BAFO) process with the top ranking Proposer(s) in Phase 2 if determined to be in the best interest of Transit. In so doing, Transit will schedule a meeting with the Proposer(s) to provide additional clarification about the project which the Proposer may consider in deciding whether or not to submit a BAFO. Afterwards, if a timely BAFO is received, the Evaluators may use this information to adjust and finalize the Proposer's Phase 2 score.

5. **References (pass/fail)** *(Transit Review is Optional)*
Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

6. **Evidence of Qualification (pass/fail)**
Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Sub-firm's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

6.4 OVERVIEW OF THE AWARD PROCESS
The successful Proposer for the project, if any, will be the responsive, responsible, qualified Proposer whose Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer.

Transit will make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

6.5 CONTRACT TERMS AND NEGOTIATIONS
The objective of negotiations is to reach agreement on all provisions of the proposed Contract. To assist in the negotiations, a Sample Contract is included in Section 8.

6.6 EXECUTION OF CONTRACT
The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidence of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Firm.

6.7 POST AWARD MEETING
The Awarded Firm may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

SECTION 7 – SUBMITTAL DOCUMENTS

7.1 SUBMITTAL INSTRUCTIONS

Proposer must properly complete and submit all sections of this RFP Submittal Document as their Proposal by the Proposal Due Date and Time.

The Proposal must include all completed sections as listed below:

1. Cover Letter (Section 7.2)
2. Proposer Information (Section 7.3)
3. Sub-firm Information (Section 7.4)
4. Qualifications, Plan and Price Questionnaire (Section 7.5)
5. References (Section 7.6)
6. Proposer Acknowledgements (Section 7.7)
7. Data Sharing Agreement (Appendix A)

Proposer will submit their complete Proposal in accordance with Section 5, Proposal Submittals, of the RFP document.

7.2 COVER LETTER

Submit a cover letter introducing the proposer and establishing interest in serving as Transit's Firm for this project. An individual authorized to commit the resources of the proposing firm must sign the letter.

The Cover Letter is to include, at a minimum, the following information about the Proposer and any proposed Sub-firms:

1. Identify the proposing firm or firms. If submitting as a team or joint-venture, identify the lead (responsible) party.

2. Clear statement(s) of the contractual relationship between the participating firms listed in Item 1 above.

3. Name, address, and telephone number of the individual who will represent the Proposer during contract negotiations with Transit.

4. A brief introduction of the proposing firm and key personnel committed to this project.

5. A brief statement describing the firm's related qualifications implementing route scheduling software solutions.

6. A statement confirming capacity and availability to complete the requested work in a timely manner.

7. Specific acknowledgement of receipt of all Addenda issued prior to the Proposal due date and time.

8. Signature of the letter by an individual capable of committing the resources of the lead proposing firm.

7.3 PROPOSER INFORMATION

A. Proposer Profile:
Proposer must provide the following:

Firm Name	
DBA Name *(if applicable)*	
Street Address	
City, State, Zip Code	
Federal Tax ID Number	
WA State UBI Number	
DUNS #	

B. Proposer Authorized Representative:
Proposer must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFP process. Proposer's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name:	
Street Address:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	

C. Proposer Company Information (if not applicable not NA):

WA State Contractor Registration No.	
WA State Employment Security Dept. No.	
WA State Excise Tax Registration No.	

D. Proprietary or Confidential Information
Proposer must indicate any pages and/or sections of their Response that Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW below. Indicate the pages of Proposer's Response that have been marked "Confidential" and the particular exception from disclosure upon which the Proposer is making the claim below. Please see Section 4 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Proposer is instructed to enter "NA" in the box below.*

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E. Certified DBE and SBE Status:

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Proposer is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

☐ Not Applicable

☐ DBE   Certification #: _____

☐ SBE   Certification #: _____

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or sub-firms. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

F. Statement of Prior Contract Termination:

Proposer must disclose below if the Proposer's firm and/or any proposed sub-firms have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party's contact information (name, address, email address, and telephone number), and the Proposer's position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. If not applicable, Proposer is instructed to enter "NA" in the box below.

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7.4   SUB-FIRM INFORMATION
Check the applicable box:

☐ Yes   Proposing firm intends on utilizing sub-firms to fulfill the service
☐ No   requirements outlined in RFP 2217, Route Scheduling and Management
                Software Program.

Firm will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Sub-firms. Where Sub-firms are used in the performance of the Contract, Proposer will indicate as required with the Response. Firm

will be held responsible for all work performed or not performed by the sub-firm(s). Sub-firm(s) will be required to bill through the Firm.

If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Proposer will identify below all sub-firms who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

Sub-firm 1

Name:	
Services:	
Address:	
Telephone	
Email:	
Fed ID:	
UBI:	
Certified DBE:	☐ Yes ☐ No
Certified SBE:	☐ Yes ☐ No

Sub-firm 2

Name:	
Services:	
Address:	
Telephone:	
Email:	
Fed ID:	
UBI:	
Certified DBE:	☐ Yes ☐ No
Certified SBE:	☐ Yes ☐ No

Sub-firm 3

Name:	
Services:	
Address:	
Telephone	
Email:	
Fed ID:	
UBI:	
Certified DBE:	☐ Yes ☐ No
Certified SBE:	☐ Yes ☐ No

Sub-firm 4

Name:	
Services:	
Address:	
Telephone:	
Email:	
Fed ID:	
UBI:	
Certified DBE:	☐ Yes ☐ No
Certified SBE:	☐ Yes ☐ No

7.5   QUALIFICATIONS, PLAN AND PRICE QUESTIONNAIRE

In this section, the Proposer is to describe in detail how and why your firm is best qualified to perform the work and satisfy the project objectives as described in the RFP. Please keep responses clear and concise. Your response to each of the items below should be limited to two (2) pages. You may attach supporting documentation and work samples that Transit may use for scoring purposes. Such information is to be labeled and associated to the related sections below.

A. **Software (Section 3.2.1) (200 points).** Describe the solutions software architecture. Describe the capability to integrate using a modern authentication protocol. Describe

how the software program will integrate with our existing myAvail ITS solution by conforming to Avail's standard demand response interface to utilize existing in-vehicle solution. Should the solution not conform to Avail's standard demand response interface or utilize the existing vehicle solution, describe how Avail would need to conform or how the solution would perform independently.

Response:

B. **Support (Section 3.2.2) (150 points).** Describe your firm's approach to supporting the project from onset of implementation through project completion and production support post installation.

Response:

C. **Technical (Section 3.2.3) (250points).** Describe and provide examples that demonstrate your firm can meet or exceed the technical requirements stated herein:

- Building client data bases.
- Maintaining a functional client data base
- User interface
- GIS and mapping functions
- Trip reservations
- Advance scheduling
- Mobile application
- Schedule production
- Dispatching
- Web interface
- System parameters
- Eligibility
- Reporting

Response:

D. **Implementation (Section 3.2.4) (150 points).** Describe your firm's experience implementing the proposed solution. Describe configuration process, troubleshooting, testing, and training procedures to ensure the system is implemented correctly. Note who will be key project personnel who will be overseeing this project (include project manager and key technical staff). Include resumes as appropriate.

Response:

E. **Maintenance (Section 3.2.5) (100 points).** Describe your firm's experience maintaining solutions implemented over the past five-year period. Describe the anticipated frequency to perform software version upgrades, ongoing security updates, bug fixes, and feature enhancements.

Response:

F. **Pricing (150 points).** Scoring will be based on the total cost to implement the solution and maintain for five years. Transit reserves the right to negotiate additional maintenance terms and to adjust the amount of license at any time to account for changes to our fleet size.

Description	Unit	Quantity	Cost
Project Management for Implementation*	Package	1	$
Complete software package to for a vehicle.	Each	54	$
Dispatch Work-Station Software	Each	20	$
Annual Cost for Licenses **	Year	1	$
Annual Cost for Maintenance**	Year	1	$
Total Cost to Implement Software (evaluated):			**$**

*Successful firm may negotiate a structured milestone payment plan based on appropriate deliverables during project implementation.

**Annual rate increases for licenses or maintenance programs, if applicable, are not to exceed 5% of the rate at time of extension.

Firms are to propose a price for any required hardware package to be installed within the fleet should proposed solution does not interface with the existing myAvail Solution. Cost to be included in the Total Cost to Implement Software, therefore it will be considered during evaluation.

Description	Unit	Quantity	Cost
Complete hardware package per vehicle.***	Package	1	$

*** Provide an itemized list of materials supplied in the package for the purpose of ordering spare or replacement parts as needed.

7.6   REFERENCES

Proposer must provide <u>three (3)</u> references for which the Proposer has provided consulting services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Proposer.

Reference 1

Company Name: _____

Type of
Organization:* _____

Contact Name: _____

Job Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Brief Reference
Project Description: _____

Reference 2

Company Name: _____

Type of
Organization:* _____

Contact Name: _____

Job Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Brief Reference
Project Description: _____

Reference 3

Company Name: _____

Type of
Organization:* _____

Contact Name: _____

Job Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email:

Brief Reference
Project Description: _____

*Type of Organization – Municipality, Public Agency, Etc.

7.7 PROPOSER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Proposal (RFP), the undersigned, as Proposer, declares to that I/we have examined all of the Solicitation Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFP 2217, Route Scheduling and Management Software Program, and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Proposal, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Proposer on the above work, or suppliers to put in a sham Proposal, nor any other person or corporation to refrain from Proposing. I/We have not in any manner sought by collusion to secure advantage over any other Proposers.

I/We agree that our Proposal constitutes an offer to Transit, which shall be binding for sixty (60) Calendar Days from the Proposal due date. If our Proposal is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written notice of award of Contract.

I/We certify that we are, at the time of submitting this Proposal and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the Solicitation Documents.

I/We further agree, if our Proposal is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We acknowledge receipt of addenda numbers _____ through _____ and have been taken into account as part of our Proposal.

The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Proposal "Non-Responsive". If our business is not required to have one of the following items, we have attached a letter explaining why.

I/We certify that we:
   a. **Fully understand the manner in which payment is proposed;**
   b. **Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time agreed upon;**
   c. **Have the insurance coverage required for this Contract; and**
   d. **Are current in payment of industrial insurance premiums.**

The signatory below represents that he/she has the authority to bind the company named below to the Proposal submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Proposal. By submitting this Proposal, Proposer hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

_____   _____
Proposer Signature   Company Name

_____   _____
Title   Date

Appendix A – Intercity Transit Data Sharing Agreement

Proposers are to review the attached agreement and acknowledge acceptance of the terms by <u>signing and returning as part of the proposal submittals</u>.

PDF Document (8 pages):

2217 Data Sharing Agreement.pdf

SECTION 8 - SAMPLE CONTRACT

Sample Contract Document: Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document **does not** need to be submitted; however Proposers are instructed to be familiar with it.

THIS CONTRACT is made and entered into upon date of fully executed agreement by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Firm", for the purpose of providing route scheduling and management software program.

Firm:	Firm Name
Authorized Rep:	Authorized Rep. Name
Address:	Street Address
	City, State Zip Code
Phone:	(###) ###-####
Email:	Email Address
Federal TIN:	##-#####
WA State UBI No.:	###-###-###

1. **RECITALS**

   WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

   WHEREAS, sufficient Transit resources are not available to provide such services; and

   WHEREAS, Firm represents that Firm is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

   NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Firm agree as follows:

2. **PURPOSE**

   Provide route scheduling and management software.

3. **SCOPE OF WORK AND SPECIFICATIONS**

   A. Firm will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to complete the Route Scheduling and Management Software Program, Project No. 2217, and as identified in the following attached Exhibits which are incorporated by reference:

      1. Contract 2217 Statement of Work, attached as Exhibit A
      2. Price Agreement, attached as Exhibit B
      3. Request for Proposals (RFP) 2217, Released [DATE], attached as Exhibit C
      4. Firm's Response to RFP 2217 dated [DATE], attached as Exhibit D

B. In the case of any inconsistency between the Firm's response to RFP 2217 and the Scope of Work and Specifications described herein, the latter shall control.

4. CONTRACT TERM

The initial term of the Contract should not exceed one (1) year from date of execution. Software support and maintenance agreements shall be honored for a minimum of three (3) years following final system acceptance. Extensions may be offered and will be at the sole discretion of Transit and subject to written mutual agreement.

5. COMPENSATION AND METHOD OF PAYMENT

A. This is a fixed-fee Contract. Transit will reimburse the Firm for satisfactory completion of the services and requirements specified in this Contract in a maximum amount not to exceed $_____, as described in Exhibit X.

B. If Firm fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Firm until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to, and not in lieu of, Transit's right to terminate this Contract.

6. PROGRESS PAYMENTS

Firm may request progress payments based upon the amount of work completed as required by the Scope of Work. Each request for a progress payment will include:

A. The period of time covered by the request for payment.
B. A list of the tasks completed during the period of time.

If Firm fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Firm until Transit is satisfied that corrective action, as specified by Transit, has been completed.

7. FINAL PAYMENT

Final payment shall be paid by Transit when the Firm demonstrates to the satisfaction of Intercity Transit that the work completed meets the requirements specified in the Contract documents. Once Intercity Transit has determined that this has occurred, Intercity Transit shall grant final acceptance of the work completed for this project and make final payments.

8. BILLING PROCEDURES

A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Firm except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.

B. Firm will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to jpeterson@intercitytransit.com. If Firm is unable to submit invoices electronically, invoices may be submitted by mail to:

> **Intercity Transit**
> Attn: Procurement Office

526 Pattison Street SE
Olympia, WA 98501

C. Transit will submit payment for stated services to Firm within thirty (30) days following Transit's receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

9. FIRM COMMITMENTS

Any written commitment by Firm within the scope of this Contract will be binding upon Firm.

10. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit's Project Manager or his/her successor is responsible for monitoring Firm's performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit's Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file but will not require a formal Contract amendment.

Firm's Project Manager	Transit's Project Manager
First Last Company Street Address City, State Zip Phone: (###) ###-#### Email address: [Enter email address]	First Last Intercity Transit 526 Pattison Street SE Olympia, WA 98501 Phone: (360) 705-#### Email address: flast@intercitytransit.com

11. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Firm for acceptance. Contact information for the Contract Administrator is:

Jeff Peterson
Intercity Transit
526 Pattison Street SE
Olympia, WA 98501
Phone: (360) 705-5878
Email address: jpeterson@intercitytransit.com

12. CHANGES

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

13. **INDEPENDENT FIRM RELATIONSHIP**

A. The parties intend that an independent Firm relationship between Firm and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Firm. No agent, employee, servant or representative of Firm shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Firm are not entitled to any of the benefits Transit provides to its employees. Firm will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, sub-firms or representatives during the performance of this Contract.

B. In the performance of the services required by this Contract, Firm is an independent Firm with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Firm.

14. **NON-EXCLUSIVE PROVIDER**

Transit reserves the right to obtain services or supplies not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

15. **ASSIGNMENT**

Firm will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Firm must seek consent from Transit, in writing, not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

16. **HOLD HARMLESS AND INDEMNIFICATION**

The Firm shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Firm or the Firm's agents, employees, sub-firms, sub-firm or vendors, of any tier, or any other persons for whom the Firm may be legally liable; provided, that nothing herein shall require a Firm to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-firms, sub-firm or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Firm or the Firm's agents, employees, sub-firms, sub-firm or vendors, of any tier, or any other persons for whom the Firm is legally liable, and (b) Transit, its agents, officers, employees, sub-firms, sub-firms and or vendors, of any tier, or any other persons for whom Transit may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Firm's negligence or the negligence of the Firm's agents, employees, sub-

firms, sub-firms or vendors, of any tier, or any other persons for whom the Firm may be legally liable.

This provision shall be included in any Contract between Firm and any sub-firm, sub-firm and vendor, of any tier.

The Firm shall also defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Firm or the Firm's agents, employees, sub-firms, sub-firms or vendors, of any tier, or any other persons for whom the Firm may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the Contract of methods, processes, designs, information or other items furnished or communicated to Transit, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from Transit, or its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to Transit, its agents, officers and employees by the Firm, its agents, employees, sub-firms, sub-firms or vendors, of any tier, or any other persons for whom the Firm may be legally liable.

The Firm's relation to Transit shall be at all times as an independent Firm.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Firm terminate this Contract if it is found after due notice and examination by Transit that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Firm in the procurement of, or performance under, this Contract.

The Firm specifically assumes potential liability for actions brought by the Firm's own employees or its agents against Transit and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

The Firm shall obtain and keep in force during the terms of this Contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

17. **INSURANCE**

    A. Insurance Requirements – Firm shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Firm under this Contract. The Firm shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

       1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual

aggregate, including but not limited to: premises/operations (including off-site operations).

2. *Business Automobile Liability Insurance* in an amount not less than $1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.

3. *Workers' Compensation Insurance* as required by Washington State law and Employer's Liability Insurance (Stop Gap) with limits not less than $1,000,000 per occurrence.

4. *Professional Liability Insurance* coverage with limits of not less than $500,000 per claim aggregate throughout the duration of this Contract and for a period of two (2) years thereafter.

B. <u>Additional Requirements</u> – Firm shall provide to Transit Certificates of Insurance, if requested, prior to commencement of work. All policies of insurance shall:

i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds with respect to the Commercial General Liability Policy only.

ii. Include a Severability of Interest clause (cross liability) applicable to Commercial General Liability and Business Automobile Liability Policies only.

iii. Any cancelled or non-renewed policy will be replaced with no coverage gap and current Certification of Insurance will be provided.

iv. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Firm for work not done in accordance with the Contract, or express or implied warranties. The Firm's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

C. <u>Worker's Compensation</u> – The Firm and its subFirms shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Firm shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.

D. <u>Evidences and Cancellation of Insurance</u> – Prior to execution of the Contract, the Firm shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.

E. The Firm shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Firm neglect so to obtain and maintain in force any such insurance or deliver such policy or

action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Firm's work. Suspension or termination of this Contract shall not relieve the Firm from its insurance obligations hereunder.

18. TREATMENT OF ASSETS

A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Firm for Transit pursuant to this Contract, unless otherwise expressly provided herein.

B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Firm and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

19. COMPLIANCE WITH LAWS

A. In the performance of this Contract, Firm shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.

B. Firm agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.

C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Firm, and Firm shall pay the tax as required by law.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. PROHIBITED INTEREST

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

22. NONDISCRIMINATION

A. <u>Equal Opportunity</u>. Transit is an equal opportunity employer.

B. <u>Nondiscrimination in Employment</u>. In the performance of this Contract, Firm will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Firm shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Firm shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.

C. Nondiscrimination in Services. Firm will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Firm shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

23. GRATUITIES AND KICKBACKS

A. Gratuities – It shall be a breach of ethical standards for any person to offer, give or agree to give any Intercity Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

B. Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-firm under a contract to the prime Firm or higher tier sub-firm or any person associated therewith, as an inducement for the award of a subcontract or order.

24. LIENS, CLAIMS AND ENCUMBRANCES

Firm certifies that all materials, equipment, or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

25. MAINTENANCE AND INSPECTION OF RECORDS

A. Firm shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.

B. Firm shall retain all books, records, documents and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Firm agrees that Transit, or its designee, shall have full access and right to examine any of said materials at all reasonable times during said period.

C. Firm's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

26. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Firm.

27. TERMINATION

A. <u>Termination for Convenience or Default</u>. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Firm to fulfill the Contract obligations. Transit shall terminate by delivering to Firm a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Firm shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Firm a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

   i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Firm for Products delivered and services performed are paid but shall allow no anticipated profit on unperformed services.

   ii. If the termination is for failure of Firm to fulfill the contract obligations, the Firm shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Firm shall be liable for any additional cost incurred by Transit.

   iii. If, after termination for failure to fulfill Contract obligations, it is determined that Firm 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.

B. <u>Opportunity to Cure</u>. Transit in its sole discretion may, in the case of a termination for breach or default, allow Firm a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

   i. If Firm fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Firm of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Contract without any further obligation to Firm, except that Firm shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such

termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Firm and its sureties for said breach or default.

28. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the Firm of any covenant, term or condition of this Contract, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

29. WAIVER

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

30. NOTICE

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

31. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

32. DISADVANTAGED BUSINESS ENTERPRISES

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

B. The Firm sub-recipient, or sub-firm shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Firm to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Firm from future bidding as non-responsible. Each subcontract the Firm signs with a sub-firm must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Firm must promptly notify Transit, whenever a DBE sub-firm performing work related to this Contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE sub-firm to perform at least the same amount of

work. The Firm may not terminate any DBE sub-firm and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

33. JURISDICTION

A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

34. SEVERABILITY

A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

35. ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state of Washington statutes and regulations;
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit A – Statement of Work
4. Exhibit B – Payment Schedule
5. Exhibit C – Request for Proposals No. 2217, released [Date]
6. Exhibit D – Proposers Response to RFP No. 2217 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

36. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

37. APPROVAL

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

INTERCITY TRANSIT   FIRM
526 Pattison Street SE   Address
Olympia, WA 98501   City, State, Zip

_____   _____
By: Ann Freeman-Manzanares   Date   By: Authorized Representative   Date
Its: General Manager   Its: Title

EXHIBIT A
STATEMENT OF WORK

[Placeholder]

EXHIBIT B
PRICE AGREEMENT

[Placeholder]

EXHIBIT C
INTERCITY TRANSIT'S REQUEST FOR PROPOSALS (RFP) - PROJECT 2217

[Placeholder]

EXHIBIT D
FIRM'S RESPONSE TO REQUEST FOR PROPOSALS (RFP) - PROJECT 2217

[Placeholder]