



OLYMPIA, WASHINGTON

**REQUEST FOR PROPOSALS
PROJECT 1807**

WEBSITE CONSULTING SERVICES

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:

March 25, 2019

PRE-PROPOSAL MEETING:

Date: April 5, 2019

Time: 1:00p.m. Pacific Time (PT)

Location: 526 Pattison Street SE, Olympia, WA 98501

CLARIFICATION DEADLINE:

Date: April 8, 2019 **no later than**

Time: 9:00 a.m. (PT)

PROPOSAL DUE DATE AND TIME:

Date: April 18, 2019 **no later than**

Time: 3:00p.m. (PT)

CONTACT PERSON:

Jeff Peterson

Procurement Coordinator

(360) 705- 5878

jpeterson@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR PROPOSALS
WEBSITE CONSULTING SERVICES**

**INTERCITY TRANSIT
PROJECT 1807**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing website development consulting services.

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 1807 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional Pre-Proposal Meeting will be held on April 5, 2019 at 1:00p.m. (PT) at Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501.

Proposals are due no later than April 18, 2019, by 3:00p.m. (PT).

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

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

This project is funded by local funds.

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 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 36.57 and 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. Our fixed route and paratransit revenue fleet consists of 71 coaches and 47 paratransit vehicles. Funding to operate is derived from local sales tax, federal grants, state grants, and fares. For more information about Intercity Transit, please visit www.intercitytransit.com.

Intercity Transit's website is the agency's "online transit center" where customers can conveniently interact with the agency online to access information about transit services. Thus, the external website (www.intercitytransit.com) is an important communication tool for the agency and for many customers, the preferred way of accessing information. Transit customers currently visit [intercitytransit.com](http://www.intercitytransit.com) to plan trips, look at route schedules, find Rider Alerts, and similar information to help with their transportation needs. Customers can also use the website to make vanpool payments and find application documents needed to access specialty services. Access to other transit services, transportation options, and agency news is available as well.

Intercity Transit's website is intended to reflect our quality of service and commitment to serve our community. Our goal is to provide access to our complete customer base with information and tools quickly, easily, and reliably. Our website platform has evolved but we know there are significant opportunities for improvement.

Intercity Transit recently gained voter approval to receive additional sales tax money in support of its long-range strategic plan. New services will be implemented over several years beginning in March 2019. Transit is expected to see more change in the next few years than it has seen in the last decade. The website will become an increasingly important tool to help communicate planned changes with our customers during a time when all users look to conduct business transactions and information exchange directly.

Intercity Transit is seeking a consultant(s) to establish a roadmap that will strategically integrate a customer service portal into the agency's business infrastructure.

The selected consultant shall NOT be eligible to sell their own software, hardware, or proprietary products, directly or indirectly, to satisfy solutions presented.

1.2 QUALIFICATIONS AND CAPABILITIES

The selected consultant is expected to:

1. Win the confidence and support of executive management and spearhead an action plan that leads toward the successful transformation of our website.
2. Possess Drupal open source content management expertise.

3. Have a track record for developing and supporting websites that incorporate best practices in design, including flexible, responsive designs, for desktop, mobile devices, and tablets.
4. Have a strong understanding of the unique needs of public transit systems and related interactions with the public such as Americans with Disabilities Act (ADA) adherence, mobile responsive design, and “plain-talk” content.
5. Be objective and unbiased while proficiently guiding client decision making based on data, design, market research, economic scale, and sound reasoning.
6. Demonstrate a positive track record as a project manager and systems integrator for similar projects.
7. Be skilled at consensus building and leading diverse stakeholder meetings.
8. Identify opportunities for efficiencies through value stream mapping discussions and brain storming sessions.
9. Possess strong problem solving and trouble shooting skills.
10. Efficiently gather and synthesize relevant market research data to aid in Transit decision making.
11. Be a strong communicator and produce high quality reports, plans, and presentations.
12. Be reliable, trustworthy, and committed to producing a successful outcome.

1.3 CONTRACT AWARD

Transit intends to award a firm fixed price contract to the responsive responsible Proposer whose Proposal meets all RFP requirements and is determined the most advantageous to Transit.

Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the goods and/or services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

1.4 CONTRACT TERM

The initial term of the Contract resulting from this RFP will be for one (1) year from date of execution. The Contract may be extended for two (2) additional one (1) year terms. The total Contract term will not exceed three (3) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be 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
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	March 25, 2019
Pre-Proposal Meeting	April 5, 2019 – 1:00p.m.
Questions and Requests for Clarifications Due	April 8, 2019 – 9:00a.m.
Proposal Due Date and Time	April 18, 2019, by 3:00p.m.
Evaluations Begin	April 19, 2019
Anticipated Interviews	May 1, 2019
Anticipated Contract Award Date	May 13, 2019
Anticipated Contract Start Date	June 1, 2019

2.3 PRE-PROPOSAL MEETING

Transit will host an optional Pre-Proposal Meeting visit 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: April 5, 2019
Pre-Proposal Meeting Time: 1:00p.m. (PT)
Pre-Proposal Meeting Location: Intercity Transit Administration Facility
526 Pattison Street SE
Olympia, WA 98501

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 section, 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 document is included in Section 4.

The Solicitation Standards document contains important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation

Standards document apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, 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 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

Intercity Transit launched the current Drupal 8-based website in December 2016. The public transportation agency is now seeking a consultant to help transform the current website into a more robust, manageable, and user-friendly business communication and e-commerce tool for effectively satisfying our growing customer and business needs. The successful consultant is expected to produce a roadmap that details strategies that at a minimum, includes recommending:

- A) A resource strategy that considers technical elements and staffing needs to maintain and resource ongoing development, support, and maintenance of the agency website. The current website is managed by a content manager in the Marketing Department and a developer in Information Systems but there is currently no dedicated website administrator. Transit also has an agreement with Washington Technologies Solutions (WaTech <https://watech.wa.gov/>) for as needed development support.
- B) Website content management processes, policies and procedures.
- C) Standards and processes that support adherence with Americans with Disabilities Act (ADA) accessibility standards for website content.
- D) Measures to ensure the website is intuitive and designed for easy navigation. Our preliminary data analysis shows that 70 percent of users have to navigate beyond the home page to find what they are looking for.
- E) Proper utilization of social media platforms. Transit currently utilizes Facebook, Twitter, and YouTube. PageFreezer is currently used for public records retention. All social media related recommendations should fully consider the complexities of public agency requirements around public records and retention of information.
- F) An Electronic commerce platform. Transit currently supports a vanpool program with about 1300 individuals who currently use a propriety software system to process payments instead of Drupal eCommerce or potentially more user-friendly technology.
- G) A path for optimizing our customer experience to include our:
 - Fixed route customers.
 - Vanpool program that serves 1,300+ customers.
 - Paratransit (Dial-A-Lift) program that serves 3,500+ customers.
 - Village Vans (a specialty van program).
 - Youth education program (Walk N Roll) that provides educational opportunities in four school districts.
 - Bicycle Commuter Challenge (BCC) that provides the public with bicycle commute options.

To summarize, Intercity Transit is seeking a consultant(s) to analyze our business and communications needs primarily for our website customers and then devise a viable and cost-effective strategy that best supports our business functions that, at Intercity Transit's sole discretion, may include the option to development of an intranet as a separated negotiated agreement at a later date. The resulting recommendations, strategies and

processes will result in an implementation “roadmap” document intended to guide the agencies ongoing efforts to build, maintain and support a more professional, customer-focused, modern, engaging, user-friendly, easily manageable website that maximizes access to services and information while meeting all technology and accessibility standards for our diverse customer and user base.

3.2 CURRENT ENVIRONMENT

The intercitytransit.com website is visited by 20,000-22,000 individual users each month, with 60% of those coming to the website through mobile devices. Monthly sessions run around 40,000- 42,000 and page views around 100,000-122,000. The website contains nearly 800 pages and around 350 documents, as well as nearly 200 images. Between February and October (2018), the Intercity Transit website grew by 155 pages, 74 documents and 55 images. The most frequent use of the website centers around our bus route and schedules information via the trip planner or the individual route and schedule pages.

The platform for our main website at www.intercitytransit.com is Drupal 8. The platform for a co-joining website promoting our Bike Commuter Challenge at <https://bcc.intercitytransit.com> is Drupal 7. Both are supported by Pantheon and are hosted by WaTech.

Intercity Transit also uses GovDelivery as our channel for rider alerts, news and information to customers. There is also a proprietary payment tool used by vanpool program participants at <https://www.intercitytransit.com/vanpool/pay>. We currently do not use Drupal eCommerce or any other eCommerce systems for online payments.

3.3 SPECIFIC TASKS

The selected consultant is expected to collaborate with internal stakeholders in formulating a scope of work that details the steps, processes and approach in developing the “roadmap”. The scope of work (SOW) shall be approved by Intercity Transit. The project elements should include a consultant led comprehensive implementation plan. The activities detailed in the SOW should include the phases noted below. The actual process of implementation shall be developed in consultation with Intercity Transit.

- **Phase One** - Conduct a strength, weakness, opportunity and threat (SWOT) assessment of the current environment and then detail the results in the “roadmap”, written report.
- **Phase Two** - Assist Transit in implementing or acquiring solutions that can resolve easily correctable actions identified in the roadmap. Develop detailed performance specifications, minimum requirements and cost estimates to implement both near term and the long-range strategy identified in the “roadmap”. Transit will use this information to develop the follow-on web development solicitation. In so doing, the Consultant shall promote industry best practices, consider industry trends in website architecture and design, budget considerations, project objectives, and customer needs.
- **Phase Three** - Provide guidance and recommendations during any related procurement process while under contract to support agency efforts in selecting the most advantageous, viable, and cost effective solution.

- **Phase Four** – Provide leadership and project management services to ensure that overall implementation efforts are successful.

ANTICIPATED PROCESS EXAMPLE:

A. Phase One: Examination of current environment.

In Phase One, the consultant will conduct a SWOT analysis by reviewing and analyzing the existing workflow of the system. The results will support specification development to be conducted in Phase Two. By the end of Phase One the consultant(s) shall, at a minimum, complete the following tasks:

- Spearhead a kick-off meeting with key Transit personnel to discuss project approach, expectations, and confirm milestone expectations.
- Schedule meetings with each of the impacted stakeholders, both internal and external, to supplement understanding of the current environment and identify opportunities for improvement.
- Provide appropriate project updates to Transit’s project manager.
- Work with analytics and staff input to develop a roadmap that identifies the current environment and needs for implementation and upgrades.
- Identify audiences using the website and create personas for staff to gain a better understand the customer’s web experience.
- Work collaboratively with internal stakeholders to explore the potential use of Drupal 8 eCommerce module, or similar solution, for online payment systems for all Transit customers and vendors.
- Explore secure customer portals as a way for Transit to deliver information, messages, promotions, accept payments, and otherwise engage with customers. Explain how data collection would help Transit make informed decisions on programs and services.
- Describe any other potential issues or factors that Transit should consider based on the consultant’s experiences and expertise.
- Provide a written roadmap detailing what has been captured through discovery and providing a plan to implement potential solutions to be developed in Phase Two. Roadmap is to include budget estimates for recommendations and prioritize potential solutions based on business needs.

B. Phase Two: Specification Development

In Phase Two, the consultant will provide the technical expertise, information, and recommendations that Transit will need in developing a solicitation to implement the Transit approved roadmap. By the end of Phase Two the consultant shall, at a minimum, complete the following tasks:

- Develop minimum performance specifications, features, and functionality of the solution accepted by Transit in Phase One, to include a recommended comparative weighted value for each.
- Facilitate the implementation of easily correctable actions identified in the roadmap.
- Participate in project meetings by providing status updates on the development of the specifications and offering technical assistance when questions arise.
- Develop a list of desirable features and functionality that Transit may also want to consider should our budget accommodate.
- Ensure specification development considers flexibility for future upgrades and enhancements so as to best protect our investment, such as an intranet or employee portal.
- Develop a detailed cost estimate for resulting solution that Transit will use to assess price reasonableness.
- Review the resulting solicitation document and make recommendations as warranted.

C. Phase Three: System Procurement

In Phase Three, the consultant will provide recommendations, technical expertise, and supporting documentation throughout the procurement process as necessary to ensure that Transit is able to make a fully informed supplier selection process. By the end of Phase Three the consultant shall, at a minimum, complete the following tasks:

- Recommend opportunities for maximizing competition.
- Assist Transit in responding to technical inquiries.
- Contribute in the scoring of the vendors' proposed solution.
- Participate in vendor interviews and scoring as requested by Transit.
- Assist in contract negotiation preparation.

D. Phase Four: System Implementation

In Phase Four, it is anticipated the consultant will provide project management services to ensure the implementation and launch of the projected roadmap is a success. This will include ensuring a seamless transition to new website interfaces, ensuring content is not lost, and general technical support to minimize disruption to Transit operations. The project plan to accomplish will be dependent upon the selected implementation provider and will therefore be negotiated at the completion of Phase Three. It is anticipated by the end of Phase Four, the consultant shall, at a minimum have completed the following tasks:

- Develop and implement a Transit approve project schedule in coordination with Transit.
- Develop and implement a communication plan that facilitates continuity, a seamless rollout, and minimizes misunderstandings.

- Monitor the vendor's work to ensure the project remains on schedule and within the proposed budget.
- Work with the solution provider(s) and Transit to resolve unforeseen project problems as they arise in a timely and cost effective manner.
- Oversee testing/troubleshooting of the system and ensure all corrections are made.
- Ensure the solution provider(s) provides Transit staff with sufficient training and system documentation to support ease in learning system operation.
- Provide ongoing technical support services on a negotiated basis once the replacement system has become fully operational.

SECTION 4 - SUBMITTAL 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.
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.
Consultant	Any person or entity 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 Proposal that meets all material terms of the Solicitation document.
Response	A Proposal

Solicitation	The process of notifying prospective Proposers that Transit wants competitive 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.
Sub-consultant	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 Consultant.
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 Proposal of the participants in the collusion will be considered. Transit’s determination shall be final.

4.4 SUSTAINABILITY COMMITMENT

Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Our Environmental and Sustainability Policy directs all employees including those working our behalf of Transit to be in compliance with all environmental laws and regulations, policy communication, pollution prevention, incorporation of sustainability practices in all operations, and maintaining an ISO14001 Certified Environmental and Sustainability Management System (ESMS).

Transit is committed to implementing core processes which set the basis for environmental, social, and economic sustainability. Transit administers these practices on an ongoing basis with a commitment to continual improvement. Should the resulting contract impact Transit’s sustainability commitments, Proposers may be required to provide relevant information about the goods or services being procured. Proposers may also be required to validate their ability to comply with Transit’s environmental management and sustainability practices.

4.5 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.

4.6 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-consultant(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.

4.7 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-consultants. 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.

4.8 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.

4.9 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.

4.10 POLICY COMPLIANCE

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

4.11 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-consultants. Upon Contract award, Consultant will not change assigned project personnel or sub-consultants without prior Transit approval.

4.12 PROPOSAL CLARIFICATION

Transit will make the sole determination of clarity and completeness in the Proposal 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.

4.13 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.

4.14 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.

4.15 PROPOSAL OWNERSHIP

All Proposal 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.

4.16 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.

4.17 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. Proposal 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 consider 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.

4.18 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Proposal or the number of Proposal 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 the Proposal 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 Proposal 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".

4.19 PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual or prospective Proposer, including sub-consultants 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 Days 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 Proposal Protest
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).

4.20 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.

4.21 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.

4.22 WORK SITE INSPECTION

Proposer must understand and inspect the work location(s). Interested Proposers may visit the location during the scheduled Pre-Proposal Meeting. By signing its Proposal, Proposer is accepting the work conditions. The Awarded Consultant 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.

SECTION 5 – PROPOSAL SUBMITTALS

Respond to the following requirements in this section.

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. One (1) hard copy and one (1) electronic copy 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 or CD-RW/CD-ROM, 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 1807 – Website Consulting Services
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.

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 whose Proposal 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

The scores for each Proposal will be assigned a relative importance for each scored section as follows:

PHASE 1 EVALUATION – NON-COST PROPOSAL

No.	Criterion	Max Points
1.	Website Consulting Expertise, Drupal Technical Expertise and Knowledge	70 points
2.	Project Management Expertise	70 points
3.	Public Agency/Transit Experience	60 points
4.	Problem Solving and Consensus Building Expertise	50 points
5.	Staff Qualifications and Expertise	50 points
6.	Approach and Methodology	50 points
7.	Pricing	50 Points
Total Possible Phase 1 Points:		400 Points

PHASE 2 EVALUATION – INTERVIEWS (OPTIONAL)

No.	Criterion	Max Points
1.	Interview	100 points
Total Possible Phase 2 Points		100 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.

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)

Evaluators will evaluate and score each element in Phase 1 except for pricing. The Procurement Coordinator will calculate pricing scores and tabulate the evaluation team’s scoring. The sum total of each Proposer’s Phase 1 scores will determine overall ranking.

3. Phase 2 Evaluation - Interview (scored) (Optional)

Transit reserves the right to schedule Interviews 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 interview 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 **100 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 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-consultant'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, if any, will be the responsive, responsible, qualified Proposer who's 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 may be required to 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 AND NOTICE TO PROCEED

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidences 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 Consultant.

*Transit reserves the right to issue a Notice to Proceed at any time up to sixty (60) days following execution of the Contract by Transit. Work under the Contract will begin within ten (10) Calendar Days following the Notice to Proceed date.

6.7 POST AWARD MEETING

The Awarded Consultant 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 of this Proposal Submittal Document as listed below:

1. Cover Letter
2. Proposer Information
3. Sub-consultant Information
4. Qualifications, Plan and Price Questionnaire
5. References
6. Debarment and Suspension Form
7. Certification Regarding Lobbying
8. Proposer Acknowledgements

Proposer will submit their complete Proposal in accordance with Section 3, Proposal Submittals, of the RFP document.

7.2 COVER LETTER

The Cover Letter must be signed by the individual within the organization authorized to bind the proposing firm to the offer. The Cover Letter will include, at a minimum, the following information about the Proposer and any proposed Sub-consultants:

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(s) during contract negotiations with Intercity Transit.
4. A brief introduction of the proposing firm and key personnel.
5. A brief statement about the proposing firm's qualifications and experience.
6. A statement confirming when the proposing firm is available to begin and complete work on this project.
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. Qualifications:

Provide the following licenses, as applicable:

WA State Consultant Registration No.	
WA State Employment Security Dept. No.	
WA State Excise Tax Registration No.	
WA State Worker’s Comp Account No. <i>(If you do not have an account, please explain why)</i>	
WA State L&I Debarred Consultant <i>(If “yes”, your firm is not qualified to bid on this project)</i>	Is your firm disqualified from bidding on Public Works contracts in WA? <input type="checkbox"/> Yes <input type="checkbox"/> 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 Solicitation Standards section 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.*

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 #: _____

F. Statement of Prior Contract Termination:

Proposer must disclose below if the Proposer’s firm and/or any proposed sub-consultants 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.*

7.4 SUBPROPOSER INFORMATION

Check the applicable box:

- Yes No Proposing firm intends on utilizing sub-consultants to fulfill the service requirements outlined in RFP 1807, Website Consultant Services.

Consultant will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Sub-consultants. Where Sub-consultants are used in the performance of the Contract, Proposer will indicate as required with the Response. Consultant will be held responsible for all work performed or not performed by the sub-consultant(s). Sub-consultant(s) will be required to bill through the Consultant. 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-consultants 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-consultant 1

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

Sub-consultant 2

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

Sub-consultant 3

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

Sub-consultant 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. **Website Consulting Expertise, Drupal Technical Expertise and Knowledge (70 points).** Describe your firm’s relevant website consulting projects and technical

expertise. Public transit experience is strongly preferred. Explain why your firm is best positioned to assist Transit in satisfying the stated project objectives.

Response:

B. Project Management Expertise (70 points). Describe your firm’s project management expertise and explain why Transit can be assured that your firm is best positioned to lead this project and will meet the project goals on time and within budget. Describe why Transit can be assured that your firm possesses the leadership, initiative, organizational skills, and sense of ownership necessary to ensure a successful outcome.

Response:

C. Public Agency/Transit Expertise (60 points). Describe your firm’s experience analyzing website content and accessibility and providing a roadmap to an enhanced solution and explain why Transit can be assured that your firm is best positioned to oversee a successful project implementation.

Response:

D. Problem Solving and Consensus Building Expertise (50 points). Describe and give examples that demonstrate why Transit can be assured that your firm possesses the problem solving and consensus building skills necessary to ensure that the project

goals will be met. Describe your experience, approach, and success in working with diverse stakeholder groups and delivering a successful outcome.

Response:

E. Staff Qualifications and Expertise (50 points). Describe staff experience working on projects that are similar in nature to this project. Provide brief resumes of the staff who will be assigned to this project. Identify each individual's role and area of expertise.

Response:

F. Approach and Methodology (50 Points). Describe your firm's approach and methodology to working with clients in uncovering and implementing viable and cost effective solutions to a complex business problem that is similar to this project. Include a projected timeline of events for this project, with anticipated project milestones that we would expect with this project. Describe why Transit can be assured that your firm is best positioned to produce a successful outcome that satisfies project objectives by applying this approach and methodology.

Response:

G. Pricing (50 Points). Complete the appropriate Excel worksheet embedded below. Identify all the project task and subtasks that your firm will be performing for Phases 1 through 3. The worksheets are built to auto calculate total figures. List all the personnel that will be working on this project to include their fully loaded billable hourly rate. Identify how many hours each staff member will be working on the tasks and subtasks, which will calculate the total cost of the work to be performed for evaluation purposes.

Phase 4 will be negotiated between Transit and awarded consultant. Negotiations will be based on the personnel, time, and expenses required to implement the solution acquired through the solicitation process.

Pricing Spreadsheet

(Microsoft Excel)



7.6 REFERENCES

Proposer must provide a minimum of three (3) references for which the Proposer has provided goods and/or 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: _____

Reference 4

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 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Required of prime and sub-consultant whose contract participation is expected to exceed \$100,000. If this is not applicable, please check the box below:

Not Applicable

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

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

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party consultant) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PROPOSER, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Consultant’s Authorized Official

Date

Name and Title of Consultant’s Authorized Official

7.8 CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ (First and Last Name), hereby certify On behalf of _____ (Company) that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Proposer/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

7.9 PROPOSER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Proposals (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 1807, Website Consultant Services, 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 hereby certify that, within the three-year period immediately preceding the Proposal solicitation date for this Project, I/We are not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. In addition, I/We certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

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. Have examined the work site and all existing conditions;
- b. Fully understand the manner in which payment is proposed;
- c. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;
- d. Will observe the national, Washington State, and local codes;
- e. Have a valid Washington State Consultant's license and a current registration with the Washington State Department of Labor & Industries;

- f. Have the insurance coverage required for this Contract;
- g. Are current in payment of industrial insurance premiums; and
- h. Have an accounting system that is adequate to allocate costs in accordance with generally accepted accounting principles and will permit timely development of all applicable supporting cost data.

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.

“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct”:

Proposer Signature:

Date:

Print Name and Title

Location or Place Executed: (City, State)

SECTION 8 - SAMPLE CONTRACT

THIS CONTRACT is made and entered into upon date of final execution by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Consultant", for the purpose of providing website consulting services.

Consultant: 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, Consultant represents that Consultant 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 Consultant agree as follows:

2. PURPOSE

The purpose of this Contract is to enter into an agreement for website consulting services as specified in the RFP.

3. SCOPE OF WORK AND SPECIFICATIONS

A. Consultant 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 Website Consultant Services Project No. 1807, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract 1807 Statement of Work, attached as Exhibit A
2. Consultant's Rate Schedule and Fees, attached as Exhibit B
3. Request for Proposals (RFP) 1807, Released [DATE], attached as Exhibit C
4. Consultant's Response to RFP 1807 dated [DATE], attached as Exhibit D

B. In the case of any inconsistency between the Consultant's response to RFP 1807 and the Scope of Work and Specifications described herein, the latter shall control.

4. DURATION OF CONTRACT

The term of this Contract will begin on the date of final signature of the agreement and terminate within one (1) year, unless otherwise terminated or extended according to the Contract provisions. Transit reserves the option to extend this Contract for up to two (2) additional one year terms for a total Contract period not to exceed three (3) years.

Extension for any additional term may be offered at the sole discretion of Transit and will be subject to written mutual agreement.

5. COMPENSATION AND METHOD OF PAYMENT

- A. Transit will reimburse the Consultant 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. Consultant may request monthly progress payments based upon the amount of work completed for each of the deliverables required by the Scope of Work and Specifications of Exhibit X. Each request for a progress payment will include:
 - 1. The period of time covered by the request for payment.
 - 2. A brief description of the work completed for each deliverable during the period of time including any milestones accomplished.
 - 3. The total percentage of work completed to date for each deliverable.
- C. Consultant will submit its final invoice and other required documents pursuant to this Contract within ten (30) Calendar Days of Statement of Work completion. Unless waived by Transit in writing, Consultant failure to submit the final invoice and required documents may, at Transit's sole discretion, relieve Transit from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.

6. 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 Consultant except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Consultant will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices are to be submitted electronically to the designated contract manager Jeff Peterson (jpeterson@intercitytransit.com). If Consultant 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 Consultant within thirty (30) calendar 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.

7. 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 Consultant’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.

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

8. 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 Consultant for acceptance. Contact information for the Contract Administrator is:

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

9. 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.

10. INDEPENDENT CONSULTANT RELATIONSHIP

A. The parties intend that an independent consultant relationship between Consultant 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 Consultant. No agent, employee, servant or representative of Consultant shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Consultant are not entitled to any of the benefits Transit provides to its employees. Consultant will be solely and entirely

responsible for its acts and for the acts of its agents, employees, servants, sub-consultants or representatives during the performance of this Contract.

- B. In the performance of the services required by this Contract, Consultant is an independent Consultant 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 Consultant.

11. NON-EXCLUSIVE PROVIDER

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

12. ASSIGNMENT

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

13. HOLD HARMLESS AND INDEMNIFICATION

The Consultant 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 Consultant or the Consultant's agents, employees, sub consultants, sub-consultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable; provided, that nothing herein shall require a Consultant 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-consultants, sub-consultants 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 Consultant or the Consultant's agents, employees, sub-consultants, sub-consultants or vendors, of any tier, or any other persons for whom the Consultant is legally liable, and (b) Transit, its agents, officers, employees, sub-consultants, sub-consultants 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 Consultant's negligence or the negligence of the Consultant's agents, employees, sub-consultants, sub-consultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable. This provision shall be included in any Contract between Consultant and any sub-consultant, sub-consultant and vendor, of any tier.

The Consultant 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 Consultant or the Consultant's agents, employees, sub-consultants, sub-consultants or vendors, of any tier, or any other persons for whom the Consultant 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 Consultant, its agents, employees, sub-consultants, sub-consultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Consultant 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 Consultant in the procurement of, or performance under, this Contract.

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

Unless otherwise specified in this Contract, Transit shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental Contract, the Consultant shall provide On-Call assistance to Transit during contract administration. By providing such assistance, the Consultant shall assume no responsibility for: proper construction techniques, job site safety, or any construction consultant's failure to perform its work in accordance with the contract documents.

The Consultant 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.

14. INSURANCE

A. Insurance Requirements - Consultant 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 Consultant under this Contract. The Consultant 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. Additional Requirements - Consultant 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 a current Certificate 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 Consultant for work not done in accordance with the Contract, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Consultant and its sub-consultants 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 Consultant shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Consultant 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 Consultant 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 Consultant 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 Consultant's work. Suspension or termination of this Contract shall not relieve the Consultant from its insurance obligations hereunder.

15. TREATMENT OF ASSETS

Transit shall have the right to use the documents and other work product of the Firm which are supplied to Transit in the course of the performance of this Contract without any right on the part of the Firm to claim copyright or other ownership rights as to the same

16. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Consultant 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. Consultant 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 Consultant, and Consultant shall pay the tax as required by law.

17. 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.

18. 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.

19. NONDISCRIMINATION

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Consultant 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. Consultant 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. Consultant 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. Consultant 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. Consultant 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.

20. 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-consultant under a contract to the prime Consultant or higher tier sub-consultant or any person associated therewith, as an inducement for the award of a subcontract or order.

21. LIENS, CLAIMS AND ENCUMBRANCES

Consultant 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.

22. MAINTENANCE AND INSPECTION OF RECORDS

- A. Consultant 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. Consultant shall retain all books, records, documents, drawings and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Consultant agrees that Transit, or its designee, shall have full access and right to examine and receive copies of (in their native form) any of said materials throughout said period.

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

23. 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 Consultant.

24. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Consultant to fulfill the Contract obligations. Transit shall terminate by delivering to Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Consultant 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 Consultant 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 Consultant to fulfill the contract obligations, the Consultant 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 Consultant shall be liable for any additional cost incurred by Transit.
 - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Consultant 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. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Consultant 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 Consultant 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 Consultant 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 Consultant, except that Consultant 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 Consultant and its sureties for said breach or default.

25. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the Consultant 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 federal and 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 - Consultant’s Rate Schedule and Fees
5. Exhibit C - Request for Proposals No. 1807, released [Date]
6. Exhibit D - Consultant’s Response to RFP No. 1807 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

32. 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.

33. 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
526 Pattison Street SE
Olympia, WA 98501

CONSULTANT
Address
City, State, Zip

By: Ann Freeman-Manzanares Date
Its: General Manager

By: Authorized Representative Date
Its: Title

**EXHIBIT A
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B
CONSULTANT'S RATE/PRICING SCHEDULE**

[Placeholder]

**EXHIBIT C
INTERCITY TRANSIT'S REQUEST FOR PROPOSALS (RFP) - PROJECT 1807**

[Placeholder]

**EXHIBIT D
CONSULTANT'S RESPONSE TO REQUEST FOR PROPOSALS (RFP) - PROJECT 1807**

[Placeholder]