



OLYMPIA, WASHINGTON

**REQUEST FOR PROPOSALS
PROJECT 2300**

CONSULTANT SERVICES FOR ERP/ETMS ANALYSIS

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:
February 24, 2023

PRE-PROPOSAL MEETING:

Date: March 7, 2023
Time: 11:00 a.m. Pacific Time (PT)
Location: Virtual

QUESTION/CLARIFICATION DEADLINE:

Date: March 9, 2023 **no later than**
Time: 12:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:

Date: March 24, 2023 **no later than**
Time: 3:00 p.m. (PT)

CONTACT PERSON:

Jeff Peterson
Procurement Coordinator
jpeterson@intercitytransit.com

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS
Consultant Services for ERP/ETMS Analysis

INTERCITY TRANSIT
PROJECT 2300

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing consulting services relating to Enterprise Resource Planning (ERP) / Enterprise Transit Management Software (ETMS) with objectives including understanding business needs through the examination of the current environment and future objectives.

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 2300 solicitation documents to receive automatic e-mail notification of any future Addenda.

An optional Pre-Proposal Meeting will be held virtually on March 7, 2023 at 11:00 a.m. (PT). Contact Procurement Coordinator for access.

Proposals are due no later than March 24, 2023 by 3:00p.m. (PT).

Please contact Jeff Peterson, Procurement Coordinator, jpeterson@intercitytransit.com with questions regarding this solicitation.

Intercity Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

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

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

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION.....	6
1.1 BACKGROUND AND STATEMENT OF PURPOSE	6
1.2 OVERVIEW OF PROPOSER QUALIFICATIONS	7
1.3 FUNDING	7
1.4 CONTRACT AWARD	7
1.5 CONTRACT TERM.....	8
SECTION 2 - GENERAL INFORMATION.....	9
2.1 PROCUREMENT COORDINATOR	9
2.2 ANTICIPATED PROCUREMENT SCHEDULE.....	9
2.3 PRE-PROPOSAL MEETING	9
2.4 SOLICITATION DOCUMENT AVAILABILITY	10
2.5 EXAMINATION OF DOCUMENTS	10
2.6 QUESTIONS AND CLARIFICATION REQUESTS.....	10
2.7 SOLICITATION STANDARDS	11
2.8 CONTRACT TERMS	11
2.9 INCORPORATION OF DOCUMENTS INTO CONTRACT	11
SECTION 3 - SCOPE AND SPECIFICATIONS.....	12
3.1 GENERAL STATEMENT.....	12
3.2 SCOPE OF WORK	12
3.3 CURRENT ENVIRONMENT.....	13
3.4 SPECIFIC TASKS	19
PROPOSER SECTION 4 - SOLICITATION STANDARDS	23
4.1 DEFINITIONS.....	23
4.2 AMENDMENTS AND ADDENDA.....	24
4.3 COLLUSION.....	25
4.4 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION	25
4.5 INSURANCE	25
4.6 MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES.....	25
4.7 NO COSTS OR CHARGES	25
4.8 NO OBLIGATION TO CONTRACT	26
4.9 POLICY COMPLIANCE.....	26
4.10 PROJECT PERSONNEL	26
4.11 PROPOSAL CLARIFICATION.....	26
4.12 PROPOSAL COSTS	26
4.13 PROPOSAL DEADLINE POSTPONEMENT	26
4.14 PROPOSAL OWNERSHIP	26
4.15 PROPOSAL REJECTION	27

4.16 PROPOSAL WITHDRAWAL OR MODIFICATION.....	27
4.17 PROPRIETARY OR CONFIDENTIAL INFORMATION	28
4.18 PROTEST PROCEDURES	28
4.19 SINGLE PROPOSAL RECEIVED	29
4.20 WORK PROGRESS AND COMPLETION.....	29
4.21 WORK SITE INSPECTION	29
PROPOSER SECTION 5 - PROPOSAL SUBMITTALS	31
5.1 SUBMITTAL INSTRUCTIONS.....	31
5.2 LATE PROPOSALS.....	31
5.3 PROPOSER RESPONSIVENESS	31
SECTION 6 - EVALUATION AND AWARD.....	33
6.1 OVERVIEW.....	33
6.2 EVALUATION CRITERIA	33
6.3 EVALUATION PROCESS	34
6.4 OVERVIEW OF THE AWARD PROCESS	35
6.5 CONTRACT TERMS AND NEGOTIATIONS	36
6.6 POST AWARD MEETING	36
6.7 EXECUTION OF CONTRACT.....	36
SECTION 7 - SUBMITTAL DOCUMENTS.....	37
7.1 SUBMITTAL INSTRUCTIONS.....	37
7.2 COVER LETTER	37
7.3 PROPOSER INFORMATION	38
7.4 SUBCONSULTANT INFORMATION.....	40
7.5 EXPERTISE, KNOWLEDGE, QUALIFICATIONS, APPROACH, AND METHODOLOGY	41
7.6 REFERENCES	44
7.7 PROPOSER ACKNOWLEDGEMENTS.....	45
SECTION 8 - SAMPLE CONTRACT	47
1. RECITALS	47
2. PURPOSE	47
3. SCOPE OF WORK AND SPECIFICATIONS	47
4. CONTRACT TERM.....	48
5. COMPENSATION AND METHOD OF PAYMENT.....	48
6. PROGRESS PAYMENTS	48
7. FINAL PAYMENT	49
8. BILLING PROCEDURES	49
9. CONSULTANT COMMITMENTS.....	49
10. PROJECT MANAGEMENT.....	49
11. CONTRACT ADMINISTRATION.....	50
12. CHANGES.....	50
13. INDEPENDENT CONSULTANT RELATIONSHIP	50

14. NON-EXCLUSIVE PROVIDER.....	51
15. ASSIGNMENT.....	51
16. HOLD HARMLESS AND INDEMNIFICATION.....	51
17. INSURANCE.....	52
18. TREATMENT OF ASSETS.....	54
19. COMPLIANCE WITH LAWS.....	54
20. POLITICAL ACTIVITY PROHIBITED.....	54
21. PROHIBITED INTEREST.....	54
22. NONDISCRIMINATION.....	54
23. GRATUITIES AND KICKBACKS.....	55
24. LIENS, CLAIMS AND ENCUMBRANCES.....	55
25. MAINTENANCE AND INSPECTION OF RECORDS.....	56
26. DISPUTES.....	56
27. TERMINATION.....	56
28. WAIVER OF REMEDIES FOR ANY BREACH.....	57
29. WAIVER.....	57
30. NOTICE.....	57
31. ATTORNEYS FEES AND COSTS.....	57
32. DISADVANTAGED BUSINESS ENTERPRISES.....	57
33. JURISDICTION.....	58
34. SEVERABILITY.....	58
35. ORDER OF PRECEDENCE.....	59
36. ENTIRE CONTRACT.....	59
37. APPROVAL.....	59

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 198,000 people in an area of approximately 100 square miles. Our services include fixed route, paratransit, vanpool (ride share), and youth education (WalknRoll). Funding is derived from local sales tax, federal grants, and state grants. Funding for this project will be derived from local sales tax.

Transit has historically used the FleetNet Enterprise Resource Planning (ERP) software platform to manage our administration systems, general ledger, accounting, payroll, budget, human resources, accounts payable, accounts receivable, purchasing, capital improvement program, fleet maintenance, asset management, and scheduling. FleetNet was acquired by Avail Technologies (Avail) in 2017 and Transit recently implemented Avail's Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) solution within our system. The FleetNet user interface is outdated and has remained largely unchanged. Avail recently announced they are terminating support for the FleetNet platform effective July 1, 2023, and is being integrated into their MyAvail Enterprise Transit Management Software (ETMS) solution which Transit is committed to adopting. Along the way, Transit seeks to partner with a highly qualified and experienced consultant to help us determine if we should stay the course with MyAvail or if we would be better served to migrate to a completely different ERP solution. Doing so will require strong technical knowledge, project management, and leadership skills necessary to successfully spearhead the evaluation of our current needs and systems, potential solution selection process and implementation. Transit expects the selected consultant to help us determine the following:

- A. Will the MyAvail solution meet our business needs and if not, what is missing?
- B. If any feature enhancements should be negotiated with Avail?
- C. Is Transit taking full advantage of the tools already available and if not, where are the opportunities for improvement?
- D. Will the MyAvail solution continue to meet Transit's long-term business needs as our organization continues to grow and evolve?
- E. Are there better alternatives worth considering and what are the challenges associated to migrating to another ERP solution?
- F. Are there opportunities for realizing improved data transparency, operational efficiencies, and programmatic interconnectivity?

The selected consultant shall NOT be eligible for award of subsequent contracts whether serving as a prime or subconsultant.

1.2 OVERVIEW OF PROPOSER QUALIFICATIONS

The selected consultant is expected to:

- A. Possess a breadth of public transit operational expertise and experience especially in relationship to ERP solutions.
- B. Have a strong working knowledge of transit skillsets and programmatic disciplines such as but not limited to: procure-to-pay, transactional procurement/purchasing, contracting, inventory-warehousing, budget forecasting, grants management, accounts receivables, accounts payables, payroll, human relations (HR) human capital management (personnel related data and management), facility maintenance management, public disclosure request and records management, asset management, customer relations management (CRM), information technology (Help Desk), best practices, standards, trends as well as understand the merits and pitfalls of the various solutions found in the marketplace, and ideally, integration with our Avail CAD/AVL solution cloud-based management software (MyAvail).
- C. Data Migration: Have strong knowledge and experience in methods used to migrate Intercity Transit's data from existing systems to new software platforms. Such data migration should include initial risk assessment, comprehensive process and system testing, data backups and fallback plans, crosswalk tools and communications to help with user training and transition.
- D. Be objective and unbiased while also proficient at guiding client decision making based on data, market research, economics, and sound reasoning.
- E. Have a track record for success as a project manager and systems integrator.
- F. Be skilled at consensus building and leading diverse stakeholder meetings.
- G. Be able to identify opportunities to achieve economies and efficiencies through value stream mapping discussions and brain-storming sessions.
- H. Possess strong problem solving and trouble shooting skills.
- I. Be able to efficiently gather and synthesize relevant market research data to aid in Transit decision making.
- J. Be a strong communicator and produce high quality reports, plans, and presentations.
- K. Be reliable, trustworthy, and committed to producing a successful outcome.
- L. Be knowledgeable of data collection techniques for use in Transit analytics is highly desirable.

1.3 FUNDING

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

1.4 CONTRACT AWARD

Transit intends to award a contract for an ERP system and/or ETMS industry expert to the responsive, responsible, consultant determined to be the most advantageous to Transit.

The award is to be a firm fixed-priced contract based on hourly rates and not to exceed hours based on specific tasks. Travel costs may be negotiated with the apparent successful proposer.

1.5 CONTRACT TERM

The initial term of the Contract resulting from this RFP to complete at least phase one of the scope of work, will be for one (1) year from the date of execution. The Contract may be extended for four (4) additional one (1) year terms, or portions thereof, to complete the remaining phases noted within the scope of work. Thereafter, the contract may be extended or re-consummated as needed to support upgrades, integration, enhancement, migration, decommission, or other needs related to the enterprise resource planning software platform needs. Extension or re-consummation for each additional term may be offered at the sole discretion of Transit and will be subject to written mutual agreement.

Risk Mitigation and Continuity Assurance: Intercity Transit recognizes that the relationship is directly with the firm and indirectly with the person or personnel that perform the work and learns the Intercity Transit book of business. Ideally, the firm and its personnel assigned to the Intercity Transit account remain together, but should that relationship end, the firm understands and agrees that Intercity Transit has the right to terminate the contract with the awarded firm and the firm agrees Intercity Transit may form a contract with the person or personnel that was assigned to the Intercity Transit account, those who understand our book of business.

SECTION 2 – GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning the Solicitation must be directed to the Procurement Coordinator listed below. All communication not in the form of a solicitation amendment posted on WEBS will be considered unofficial and non-binding. Proposers are to rely only on written Solicitation Amendment(s) 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 Meeting 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	February 24, 2023
Pre-Proposal Meeting	March 7, 2023 at 11:00 a.m.
Questions and Requests for Clarifications Due	March 9, 2023 by Noon
Proposal Due Date and Time	March 24, 2023 by 3:00p.m.
Evaluations Begin (approximate)	March 25, 2023
Anticipated Interviews (approximate)	April 3, 2023
Anticipated Contract Award Date	April 19, 2023
Anticipated Contract Start Date	May 2023

2.3 PRE-PROPOSAL MEETING

Transit will host an optional Pre-Proposal virtual conference at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend. This meeting will provide prospective Proposers an opportunity to seek non-binding clarification and raise concerns related to the Solicitation and are invited to follow-up officially in writing using the Questions and Requests for Clarifications Due process explained in Section 2.6 below. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other

Solicitation concerns warrant a change or clarification because of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [WEBS](#).

Pre-Proposal Meeting Date: March 7, 2023
Pre-Proposal Meeting Time: 11:00 a.m. (PT)
Virtual Information
Microsoft Teams: [Click here to join the meeting](#)
Meeting ID: 265 247 995 444
Passcode: LnmmrV
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 929-229-5501,248746567#](#) US, New York City
Phone Conference ID: 248 746 567#
[Find a local number](#) | [Reset PIN](#)

2.4 SOLICITATION DOCUMENT AVAILABILITY

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

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

2.5 EXAMINATION OF DOCUMENTS

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

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations, and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract. Transit will reject claims for additional compensation and will likely not agree to any terms and conditions changes based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, Sample Contract, 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 may provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFP. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. **Only written responses posted to WEBS in the form of an Addendum will be considered official and binding.** All such Addenda will become part of the Solicitation and any awarded Contract.

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

2.7 SOLICITATION STANDARDS

The Solicitation Standards information is included in Section 4.

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

2.8 CONTRACT TERMS

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

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during the procurement process or negotiation of the final Contract. However, Intercity Transit cautions that terms that are protective and risk mitigating in nature will not likely be altered and the Proposer should form a bid response on the terms as written and not rely on any potential change or concession by Intercity Transit.

2.9 INCORPORATION OF DOCUMENTS INTO CONTRACT

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

SECTION 3 – SCOPE AND SPECIFICATIONS

3.1 GENERAL STATEMENT

Transit has a wide array of business functions, practices, and a set of disparate tools that help carry out our mission. These tools range from robust software solutions (some new, some old), lower-technology solutions like Excel, and in some cases paper. These tools do not readily interact with each other. Tools used in one program are not available to another program. Teasing information out of our tools is difficult and are likely incomplete making planning, forecasting, auditing, and other data-driven decisions difficult. Transit needs a technically savvy consultant that is experienced, knowledgeable, independent, unbiased and impartial/agnostic in looking at our book-of-business, what tools we are using, assessing gaps and inefficiencies, and if needed recommending several possible solutions including assistance in implementing said solution(s).

3.2 SCOPE OF WORK

The definition of Scope of work (Scope) and Statement of Work (SOW) are expanded upon in the Proposer Section 4 – Solicitation Standards below.

Transit's current ERP software is Avail Technologies, Inc FleetNet system, which serves approximately 470 users in 5 Departments and 18 Divisions. The ERP system was originally purchased and implemented by Transit in 1986 and upgraded in 2004, and Transit is now looking for an independent analysis to be conducted to ensure we are utilizing existing resources effectively and appropriate tools are in place ensuring future progress.

Transit uses a myriad of software platforms, low-tech tools, such as, Excel, or hardcopy process (collectively "tools") to carry out its business function. These tools are disparate in nature, nonintegrated, and the data contained in these tools are not transparent to other units outside of the hands-on program and inhibit a full 360-degree view needed to form long-range and strategic data driven decisions.

Transit is wanting a partner to help us chart a course forward, whether that means to keep existing systems or replace with a new ERP, or several specialized solutions known as a "best of breed" approach.

We are looking for a firm knowledgeable in all things ERP/ETMS to meet with all key stakeholders and tease out relevant information, perform an impartial and agnostic analysis, and help us develop a plan to meet software needs for the next fifteen years. Also, to help Transit understand where we have gaps and deficiencies, or where we can improve efficiencies, and make recommendations. If needed, help us craft an RFP if a new system is desired by Transit and possibly help implement that system. Special notes: Knowledge of transit focused software, challenges, and needs is desirable. Transit expects independence and impartiality. It is Transit's expectation the consulting firm is not affiliated with or influenced or benefitted by any recommended software solution company.

Skillset: Transit needs someone/group/firm, that is well-rounded and technologically adept, and has a deep understanding in a wide array of business functions and concepts to help us understand and assess ERP and/or ETMS. Business functions include but are not limited to finance, human resources, benefits, information technology help desk management, inventory-warehouse, procurement-purchasing, asset management, risk, emergency, legal, fleet, facility, to name a few.

Experience: The selected consultant should have a history and body of work understanding an organization, inventorying its business practices against its tools (software to paper), a good grounding and knowledge base of those concepts, analyze and assess gaps and inefficiencies, and should gaps and inefficiencies exist, recommending technological solutions including assisting with the implementation of said solution. Experience in this area and project success is a key qualification that will be verified.

Work to be Performed:

- A. Quickly gain an understanding of who we are, what we do, when we do it and the associated business practices and the tools that we use to accomplish our book-of-business.
- B. Make an inventory of the tools versus business practices.
- C. Analyze said tools versus business practices.
- D. Report tool gaps and inefficiencies of Transit's current business practices, if any. If gaps and inefficiencies exist, then make recommendations for process improvement.
- E. As data within any solution is considered confidential and highly sensitive, the solution needs to adhere to Systems and Organizations Controls 2 (SOC2) compliance and certification, or equivalent compliance and certification.
- F. Assist with data migration, whether through an enhancement with our existing solution or into a new system. Transit is interested in understanding the migration challenges and how to minimize operational impacts.

3.3 CURRENT ENVIRONMENT

Avail Technologies: As a subset, Transit is already using Avail Technologies' FleetNet for a multitude of needs and its CAD/AVL. Avail Technologies offers its form of ERP called ETMS on their MyAvail platform. Transit does not want to forgo any leveraging opportunities and Transit would like this solution to be examined alongside other solutions.

The following agency departments/divisions interact with our existing solution in unique ways:

- Finance (Section 3.3.1).
- Human Resources (Section 3.3.2).
- Inventory (Section 3.3.3).
- Facilities and Fleet Maintenance (Section 3.3.4).
- Procurement (Section 3.3.5).
- Information Services (Section 3.3.6)

- Scheduling and Dispatch (Section 3.3.7)
- Bus Stop Management (Section 3.3.8)

An overview of how each department interacts with these systems is provided below.

3.3.1 – Finance

FleetNet serves as Transit’s official system of record for all financial management and reporting. This system is antiquated and requires staff to perform many workarounds. Many of the work-flow processes are inefficient. Staff relies heavily on using Microsoft Office and manual processes to support business needs. Reconciliations are performed manually. We have in-house programmers developing highly customized reporting. To date, Finance has manipulated fields in the existing ERP to accommodate some or all the following tasks within this module.

Finance currently utilizes the following components/applications of the FleetNet software platform:

- A. General Ledger Accounting** – all financial reporting and processes related to the general ledger including cash, revenue, expenditures, and project accounting.
- B. Fixed Assets** – Centralized tracking of all capital assets through the various stages in the asset lifecycle, from acquisition through disposal. (Not integrated along with the processing and recording of depreciation.
- C. Accounts Payable**- System to process payments to all vendors.
 1. Must utilize Purchase Orders for Inventory integration only.
 2. Do not use Purchase Orders for any other vendor payments.
 3. Centralized data-entry only.
- D. Accounts Receivable** - Centralized platform managing funds owed to Transit.
- E. Payroll** – System to process payments to all employees.
 1. Staff performs many manual workarounds for bi-weekly payroll process.
 2. Dependent on “on-the-fly” customized reporting to process pay checks.
 3. Requires all employees to submit weekly electronic timesheets before bi-weekly payroll can be processed.
 4. Associated vendor payments and tax obligations are not integrated and must be manually performed.
- F. Budget** – *Do not currently use Budget functionality available within FleetNet.*
 1. Currently utilize a stand-alone Budget Tool Program built in Microsoft Access.
 2. Once budget has been updated in the Budget Tool, the data is then imported into FleetNet.
 3. Limited Summary report only.

The Finance Team desires a true integrated fully functioning financial system. The following are examples of some of the functionality enhancements desired:

- a) General Ledger, Project Accounting and Budget.
 1. Fund accounting capabilities.
 2. Multi-Year Reporting.
 3. Enhance Journal Entry functionality – Copy, approve, and attach documentation.
 4. Drill down from reporting to detailed transactions.
 5. Fully functional multi-year Project Accounting system utilizing Department, Divisions and providing the capabilities to track specific types of expenditures, contracts, and associated revenue for specific projects.
- b) Accounts Payable.
 1. De-centralized invoice entry and Workflow approval path.
 2. Integration with Payroll for all Vendor payments.
 3. Support Parent/Child relationship for vendors (Credit Card payment detail).
 4. Allow for multiple vendor addresses (eliminate need for multiple vendor accounts).
- c) Payroll.
 1. Electronic “exception only” time reporting for exempt staff.
 2. Effective start and end dates for benefit deductions.
 3. Tracks limit to deductions by year.
 4. Garnishments calculated as percentage of disposable income.
 5. Leave usage can roll down based on hierarchy.
 6. Retro pay calculation.
 7. Provide an employee self-service portal.
- d) Budget.
 1. Budget projections available.
 2. Allow for budget requests.
 3. Budget Control (warnings or hard stops).
 4. Users can view multiple year of actual and budget data while preparing budget.
 5. Personnel budgeting.
 6. Capital budgeting.
 7. Maintain multiple budget versions.

3.3.2 – Human Resources

FleetNet serves as Transit’s official system of record for recording HR related business functions. The confidential data that is recorded and maintained in FleetNet is used to record state and federal required employee data. To date, HR staff has manipulated fields in the existing ERP to accommodate some or all the following tasks:

- a) Creating new employee record, including personal identifying and confidential information.
- b) Driver's License and Medical Certification tracking.
- c) Record and maintain training records.
- d) Leave of absence administration.
- e) Benefits administration.
- f) Position control.
- g) Manage drug and alcohol testing pool.
- h) Record and track employee disciplines
- i) Record and track Equal Employment Opportunity data.
- j) Customized reporting.
- k) Record and track preventable accident incidents.
- l) Record and track employee seniority dates.

Desires:

- a) The utility of the existing fields will need to continue for business purposes. In addition, the ability to pull reports and export from Fleet Net is critical to HR operations.
- b) A true HRIS system.

3.3.3 - Inventory

Inventory utilizes the following components/applications of the current software platform:

- a) Electronic purchase order (PO) system.
- b) Electronic PO approval workflow for receiving and invoices, not for authorizing/releasing PO's from supervisor or designate.
- c) Warehouse inventory management.
- d) Entering/approving requisitions as part of the PO process that turns requisitions into purchase orders.
- e) AP Module sections.
- f) Vehicle maintenance module.
- g) Work order module.
- h) Time keeping module.

Transit desires the following enhancements or result:

- a) Ability to create and access the supersession of part numbers within the inventory module.
- b) A reporting system that would allow users to create customized reports by putting in data locations into a form that would provide information needed. Once completed, the creator would be able to save the template for future use as needed. Example being a report that aggregates fields from different modules, such as inventory, PO, and vehicle maintenance modules, a template would be available to put in the fields needed to create the report.
- c) Accounting reconciliation reports with "As of" functionality.

3.3.4 – Facilities and Fleet Maintenance

Facilities and fleet maintenance utilizes the following components/applications of the current software platform:

- a) Create multiple preventative or repair work orders that can be tracked by type, number, date, priority, and location.
- b) Assign work orders/maintenance projects to members of your team.
- c) View Maintenance Work History.
- d) Easily track the use of multiple parts when maintenance work is performed.
- e) Create a complete report of items left in stock or check the parts assigned to individual work orders.
- f) Track labor cost and vendor cost.
- g) Report on Asset maintenance history.
- h) Track and update fleet and facility asset information including registrations.
- i) Track preventative maintenance events.
- j) Provide reports for maintenance budget planning.
- k) Warranty Management.
- l) Fuel Management.
- m) Road Call Management.
- n) Accident management.
- o) PM Program parameters and real-time forecasting.

Fleet and Facilities Maintenance desires the following enhancements or results from a system:

- a) Integration with other agency programs/modules such as: Fleetwatch, RidePro, Employee data, Employee training, etc.
- b) Mobile workforce management
- c) Reporting:
 1. Fleet Performance by various groupings such as: asset, asset groupings and whole fleet by mode, etc.:
 - i. Cost per mile.
 - ii. Miles per gallon.
 - iii. PM program performance.
 - iv. Vehicles out of service.
 - v. Mechanic productivity.
 - vi. Work Order trends.
 - vii. Ad hoc reporting tool.
 2. Facilities Maintenance Performance by various groupings such as: agency, building, component, work type, etc.:
 - i. PM program performance.
 - ii. Staff productivity.
 - iii. Work order trends.
 - iv. Utility data and efficiency.
 - v. Ad hoc reporting tool.

3.3.5 – Procurement

The Procurement department does not currently utilize tools within our ERP platform for contract development, administration, or management.

Procurement desires the following enhancements:

- a) Project management capabilities and tools.
- b) Multi-year reporting of contract activities.
- c) Contract management that links with Accounts payable and project management.
- d) Project coding for associated costs to include direct payroll costs.
- e) Historical spend analysis reporting tools.

3.3.6 – Information Systems

The Information Services Department (IS) is responsible for maintaining servers, client computers, wired and wireless networking, and all other infrastructure equipment as well as support all major business applications.

Information Systems utilizes the following components/applications of the current software platform:

- a) User security/configuration.
- b) Permission levels of management.
- c) Integrated login.
- d) Hosted vs on premises.
- e) Interface capabilities with other software.
- f) Ability to run security audits and checks.
- g) Creation of custom reports – Direct access to all data (SQL DB) in real time.
- h) Maintain application availability and performance.
- i) Perform backups for DR purposes.
- j) Provide application access to customers both on premise and remotely.
- k) Build custom code/processes to augment current ERP functions.

3.3.7 – Scheduling and Dispatch

Transit Schedulers track attendance, enter timekeeping, track leave requests, conduct work assignment bids three (3) times per year, and schedule all open work and special assignments assigned to Transit Operators for next-day service in the Fleet Net System. The Schedulers also conduct a yearly vacation bid for all Transit Operators that is not supported by Fleet Net and is a separate and manual process. The tracking for vacation bids and all leaves are also contained in a custom-built Excel spreadsheet.

The current system does not have an automated process for tracking stand-by assignments and are built manually daily.

The schedulers communicate timekeeping within the system to and from accounting. A Transit Operator seniority list required for shift bidding is imported from Human Resources, in addition, the Planners enter the run cut directly into Fleet Net.

Scheduling and dispatch utilize the following components/applications of the current software platform:

- a) Customizable scheduling settings to create daily sign in sheets.
- b) Optimize timetables, duties, rosters, staff, and vehicle assignments.
- c) Planning and bidding processes.

Scheduling desires the software to track and report equalization of Transit Operator hours assigned on a daily and weekly basis. Block information to be available to scheduling. Automated Operator sign in/out.

3.3.8 - Bus Stop Management

The Planning Division seeks to maintain a centralized and searchable repository for bus stop related information including:

- a) The number, name, latitudinal and longitudinal coordinates and assigned routes of all unique bus stops (past and present).
- b) A library of past and present photos for each unique bus stop.
- c) A listing and record of bus stop amenities and their corresponding completed work order.
- d) A secure location for preserving and cataloging all ownership related documents describing the construction, acquisition, relocation, modification, or removal of a Transit bus stop.

3.4 SPECIFIC TASKS

The selected consultant shall, in collaboration with stakeholders, formulate a Transit approved upgrade path, and a consultant led comprehensive implementation plan. These activities shall include, but are not limited to:

- Phase One: Analysis of Current Environment
- Phase Two: Specification Development
- Phase Three: Resource Procurement
- Phase Four: System Implementation

3.4.1 - Phase One: Analysis of Current Environment.

Complete an analysis of Transit's book-of-business and the technological tools used. Conduct a strength, weakness, opportunity, and threat (SWOT) assessment of the current software platform(s) and any low technical (low-tech) supplemental or supporting tools (paper records, Excel, Word, etc.) environment and then detail the results in a written report. Consider leveraging current Transit owned solutions such as the FleetNet and CAD/AVL solution hosted on the Avail platform. Note:

Avail is in the process of transitioning the FleetNet platform into their flagship MyAvail platform on the cloud.

The results will support specification development that may be conducted in Phase Two. By the end of Phase One the consultant shall, at a minimum, complete the following tasks:

- a) Inventory existing infrastructure of the current system(s) and conduct a cost benefit analysis.
- b) Host meetings with each of the impacted departments to develop business process mapping of the current state and mapping for the desired future state to gain a full understanding of the needs, including supplemental and supporting low-tech tools, and identify opportunities for improvement.
- c) Research the resulting ideas for improvement and lead the follow-up discussions to ensure fully informed recommendations and decision making occurs.
- d) Assess what if any impact the upgrade options may have on related projects that are either planned or underway within Transit.
- e) Identify the minimum functionality, features and performance specifications that the resulting solution must include to meet project objectives.
- f) Identify any current or potential regulatory, licensing, or political issues that will need to be considered as part of the selection process.
- g) Describe any other potential issues or factors that Transit should consider based on the consultant's experiences, expertise, and research.
- h) Data Migration: Identify any data migration challenges for current systems into the new system, and the data migration out of the new system should that be necessary at some future point.
- i) Summarize the SWOT analysis findings in a detailed written report. Include sufficient context to give Transit project staff a standard base to evaluate the system enhancements and applicable alternatives recommended in Phase Two.

3.4.2 - Phase Two: Specification Development

Should Transit elect to pursue product enhancements, a new solution to supplement our existing platform, or the replacement of our entire ERP solution, Transit reserves the right to continue to utilize the services of the Consultant. Phase 2 includes developing detailed performance specifications, minimum requirements, and a cost estimate for the enhancements that Transit will use in negotiations or solicitation development. In so doing, the Consultant shall consider industry best practices, industry trends in ERP solutions, Transit budget constraints, and project objectives.

There must be consideration pertaining to the solutions proprietary or open-source platforms and the challenges associated in migrating data between solutions. Also, consider the same proprietary/open-source challenges migrating data out of the new system when the time comes at some future point.

In addition to the Specification Development, Transit wants the consultant to also recommend any software solution(s) that the consultant is familiar with, that also meets the developed specification.

By the end of Phase Two the consultant shall, at a minimum, complete the following tasks:

- a) Develop minimum performance specifications, features, and functionality of the resulting solution to include a recommended comparative weighted value for each.
- b) Develop a list of desirable features and functionality that Transit may also want to consider should our budget accommodate.
- c) Ensure specification development considers flexibility for future upgrades and enhancements to best protect our investment.
- d) Develop a detailed cost estimate for resulting solution that Transit will use to assess price reasonableness.
- e) Review the resulting negotiated terms or procurement document and make recommendations as warranted.
- f) Security: Information (data) contained in the system will include financial data, personally identifiable information (PII), and other highly sensitive information. Especially if the data will be hosted off premises in a cloud-based solution, the solution's information security must be technically robust (equipment/software/data transfer, etc.) and human processes robust (policies, procedures, protocols, and other human interaction, handling, and treatment).
- g) In addition to the Specification Development, Transit wants the consultant to also recommend any software solution(s) the consultant is familiar with, that also meets the developed specification.

3.4.3 - Phase Three: Resource Procurement

Should there be a need to procure supplementing tools or a new solution, the consultant will provide guidance, recommendations, technical expertise, and supporting documentation needed in the procurement process as necessary to ensure that Transit is able to make a fully informed and viable selection.

By the end of Phase Three the consultant shall, at a minimum, complete the following tasks:

- a) Recommend opportunities for maximizing competition.
- b) Assist Transit in responding to any technical inquiries.
- c) Contribute to the scoring of the vendors' proposed solution.
- d) Participate in vendor interviews and scoring as requested by Transit.
- e) Assist in contract negotiations and preparation.

3.4.4 - Phase Four: System Implementation

In Phase Four, the consultant will provide project management services to ensure the implementation and launch of enhancements or new solutions is a success. This will include ensuring a seamless transition to the new system with minimal disruption to Transit operations. The consultant's project plan to accomplish will be dependent upon the selected solution and will therefore, be negotiated at the completion of Phase Three. By the end of Phase Four, the consultant shall, at a minimum have completed the following tasks:

- a) Host meetings between Transit and the awarded solution provider.
- b) Develop and implement a Transit approved project schedule in coordination with Transit.
- c) Develop and implement a communication plan that facilitates continuity of work, minimal misunderstandings, and a seamless rollout of the enhancement(s) or new solution.
- d) Monitor the vendor's work to ensure the project remains on schedule and within the proposed budget.
- e) Work with solution provider(s) and Transit to resolve unforeseen project problems as they arise in a timely and cost-effective manner.
- f) Oversee testing of enhancements or new solution until it is fully operational.
- g) Ensure the solution provider(s) provides Transit staff with sufficient training and system documentation that facilitates learning and system operation.
- h) Provide ongoing technical support services on a negotiated basis once the enhancements or new solution has become fully operational.

PROPOSER SECTION 4 – SOLICITATION STANDARDS

4.1 DEFINITIONS

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

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

<p>Scope of Work & Statement of Work</p>	<p><u>Scope of Work</u>: The scope of work (scope), in contrasts to a Statement of Work, tends to provide a narrower description of the project tasks. It defines parameters, broadly describes the goals and objectives to be achieved, and the work or deliverables to be performed, and/or the desired skillset, credentials or professional licensing needed, and timeline. It is meant to give the reader a basic understanding of what the customer wants and to quickly assess if they'd be a good match for the work. On occasion a Scope of Work may be very detailed to the point it is like a Statement of Work.</p> <p><u>Statement of Work (SOW)</u>: A Statement of Work is usually much more detailed than the Scope. The SOW shouldn't unreasonably expand outside of the parameters of the Scope. It is often authored during the negotiation and in collaboration with the firm being considered to perform the work. The SOW tends to detail the work phases chronologically, work to be performed, when it will be delivered, the hours authorized and possibly the person/work classification that will perform the work and/or compensation, etc.</p>
<p>Solicitation</p>	<p>The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation for Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.</p>
<p>Statement of Work (SOW)</p>	<p>See Scope of Work above.</p>
<p>Subconsultant</p>	<p>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.</p>
<p>Vendor</p>	<p>A provider of materials, supplies, services, and/or equipment.</p>

4.2 AMENDMENTS AND ADDENDA

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

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

4.3 COLLUSION

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

4.4 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION

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

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

4.5 INSURANCE

The Successful Proposer is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Proposer or its Subconsultant(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 - Sample Contract of the Solicitation document.

4.6 MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

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

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

4.7 NO COSTS OR CHARGES

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

4.8 NO OBLIGATION TO CONTRACT

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

4.9 POLICY COMPLIANCE

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

4.10 PROJECT PERSONNEL

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

4.11 PROPOSAL CLARIFICATION

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

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Proposers to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

4.12 PROPOSAL COSTS

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

4.13 PROPOSAL DEADLINE POSTPONEMENT

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

4.14 PROPOSAL OWNERSHIP

All Proposals and materials submitted in response to this Solicitation will become the property of Transit. Information in each Proposal will be shared with Transit employees and other persons involved in Proposal evaluation. Transit will have the

right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

4.15 PROPOSAL REJECTION

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

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

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

4.16 PROPOSAL WITHDRAWAL OR MODIFICATION

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

Proposers may withdraw their Proposal by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Proposal due date and time.

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.

4.17 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Proposals or the number of Proposals received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in Proposals is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include data in their Proposals which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Proposer desires to claim as proprietary in the Proposer Information section of the Proposal Submittal Document titles "Proprietary or Confidential Information".

4.18 PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual Proposer (someone who submits a proposal), 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 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 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 Transit Authority decides 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.** To be considered, a protest shall be in writing and shall include:
 1. The name and address of the aggrieved person;

2. The project number and title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit

Attention: General Manager

526 SE Pattison Street

Olympia, WA 98501

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

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

4.19 SINGLE PROPOSAL RECEIVED

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

4.20 WORK PROGRESS AND COMPLETION

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

4.21 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 or because of the inspection and examination, a Proposer finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the

Proposer relating to the work, the Proposer will promptly notify Transit in writing and request additional information and explanation before submitting a Proposal.

PROPOSER SECTION 5 – PROPOSAL SUBMITTALS

5.1 SUBMITTAL INSTRUCTIONS

Proposer must submit a Proposal in the following manner:

- A. Proposal:** Proposer must complete and submit all submittal documents noted herein, as their Proposal. One (1) hard copy and one (1) electronic copy of the Proposer's complete Proposal must be received by Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.
1. *Hard Copy:* The hard copy Proposal is to be typed and submitted on 8.5" x 11" white paper in a bound format that allows the pages to lie fully flat when open.
 2. *Electronic Copy:* The electronic copy Proposal is to be submitted on a USB flash drive, labeled with the RFP number and Proposer's name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.
- B. Delivery of Proposal:** The Proposal must be delivered as follows:
1. Enclose the hard copy and electronic copy of the Proposal together in a single envelope or container and label as follows:
Intercity Transit
Project 2300 – Consultant Services for ERP/ETMS Analysis
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 Receptionist, Receiving Department, or designee. 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 all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 6 – EVALUATION AND AWARD

6.1 OVERVIEW

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

Note: Being designated as the successful proposer does not guarantee an award or resulting contract. It simply means that at that moment in time Transit believed the proposal would likely prevail. However, Transit is at liberty to review/re-evaluate to make sure the proposal is as responsive, responsible, and advantageous as first believed. Proposers are cautioned from committing any resources or funds or forgoing any other work prior to receiving an executed contract.

The proposal response submittals are in Section 7 – Submittal Documents.

CAUTION: Proposers should craft a Proposal that considers all terms and conditions as written. The apparent successful Proposer shall understand that Transit will not likely make changes to the protective terms and conditions contained in the Sample Contract (see Section 8), nor grant any concession that transfers risk back to Transit. Failure to meet this condition may result in a determination of nonresponsiveness for not meeting the administrative aspects and/or a determination of nonresponsibility for acting in opposition to the signed Certification and Assurances, either of which will result in bid rejection and disqualification.

6.2 EVALUATION CRITERIA

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

PHASE 1 EXPERTISE, KNOWLEDGE, QUALIFICATIONS, APPROACH, AND METHODOLOGY

No.	Criterion (Note: In addition to any points criteria, each of these are also evaluated against a pass/fail reasonableness analysis and a failure in any segment may result in immediate rejection and disqualification from additional evaluation and receiving an award)	Max Points
1.	ERP Technical Expertise, and Knowledge	50 points
2.	Public Transit Experience	20 Points
3.	Project Management Expertise	70 points
4.	Problem Solving and Consensus Building Expertise	60 points
5.	Public Transit System Integration Experience	50 points
6.	Staff Qualifications and Experience	50 points
7.	Approach and Methodology	50 points
Total Possible Phase 1 Points:		350 Points

PHASE 2 EVALUATION – INTERVIEWS AND REFERENCES

The points received in Phase 1 do not transfer to Phase 2. For those Proposers invited into Phase 2, the Proposers will be ranked as recommended by the interview committee based on the knowledge gained during the interview and optional reference checking process. The top ranked firm(s) may proceed with the evaluation process. Proposed pricing may be used to during this phase to determine overall value to form an award basis.

6.3 EVALUATION PROCESS

A. 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 may cancel the Solicitation and reject all Proposals.

Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

B. Phase 1 Evaluation – Expertise, Knowledge, Qualifications, Approach, and Methodology (scored)

Those determined to have submitted a responsive proposal will advance to Phase 1 evaluation. During this phase the evaluation committee will be reviewing the Expertise, Knowledge, Qualifications, Approach, and Methodology aspects of the proposal submitted and will apply an appropriate score based on what has been submitted.

There are a maximum of 350 points available for Phase 1 Evaluation. Evaluators will evaluate and score each element in Phase 1. Transit will calculate a single score for Phase 1 which Transit will use to determine which Proposer(s) will advance to Phase 2.

For those Firms considered for advancement to Phase 2, Transit may perform preliminary references checks and possibly other Responsibility criteria to ensure the Firm appears responsible and qualified, i.e., reflecting adequate character, wherewithal, reputation, etc. The proposal may be considered non-responsive/non-responsible and not proceed to Phase 2 Evaluation should Transit receive unfavorable feedback.

C. Phase 2 Evaluation – Interviews and References (ranked)

Phase 1 scoring is not part of the Phase 2 process. Phase 2 ranking will be used exclusively throughout the remainder of the RFP evaluation process to determine the Successful Proposer. Commitments made by the Proposer during the evaluation process, if any, will be memorialized and considered binding.

Those invited to Phase 2 will be provided an agenda to guide and focus a presentation that meets the content and allows the Proposer to elaborate on how our needs will be fulfilled. Transit will request the authorized representative and key project staff of the top-scoring Proposer(s) to attend the interview at an agreeable date and time.

Transit may ask Proposers among other things, to include in the presentation the breakdown of professional staff who will be assigned, the qualifications of staff who will be assigned, number of hours anticipated to complete tasks, and hourly rates associated with each professional. The intention will be to understand the overall value of the solution being proposed.

Transit reserves the right conduct research to assist in determining the overall responsibility and qualifications of the Proposer. Research may include, but is not limited to references, databases and systems, interviews, internet research, news media, or other applicable sources. Transit may conduct said research at any time during the Proposal evaluation process. Transit reserves the right to reject any Proposal submittal if the research discovers in unfavorable results.

The proposed pricing presented during the interview process may be taken into consideration by the evaluation committee at this time as well to determine overall value.

D. Best and Final Offer (Optional)

Transit reserves the right to enter 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 to submit a BAFO. Afterwards, if a timely BAFO is received, the Evaluators may use this information to adjust and finalize the Proposer's Phase 2 score.

6.4 OVERVIEW OF THE AWARD PROCESS

The successful Proposer for the ERP/ETMS Consulting Analysis project, if any, will be the responsive, responsible, qualified Proposer whose Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter Contract negotiations with the successful Proposer.

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

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

Transit will make a recommendation of the successful Proposer to the 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.

CAUTION: Proposers should craft a Proposal that considers all terms and conditions as written. The apparent successful Proposer shall understand that Transit will not likely make changes to the protective terms and conditions contained in the Sample Contract (see Section 8), nor grant any concession that transfers risk back to Transit.

6.6 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. This may occur prior to contract execution should additional clarification be required to formally execute an agreement.

6.7 EXECUTION OF CONTRACT

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidence of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Consultant. Note: This process may utilize an electronic process, such as DocuSign, in lieu of a hardcopy process.

SECTION 7 – SUBMITTAL DOCUMENTS

7.1 SUBMITTAL INSTRUCTIONS

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

The Proposal must include all completed sections as listed below:

- A. Cover Letter (instructions for the self-authored document are provided below)
- B. Proposer Information (form provided below; includes self-authored free-form space)
- C. Expertise, Knowledge, Qualifications, Approach, and Methodology (form with self-authored free-form text boxes provided below)
- D. Subconsultant Information (form provided below; includes self-authored free-form space)
- E. References (form provided below)
- F. Proposer Acknowledgements (form provided below; signature required)

Proposer will submit their complete Proposal in accordance with Section 4, Proposal Submittals, of the RFP document.

7.2 COVER LETTER

Submit a cover letter introducing the proposer and establishing interest in serving as Transit’s ERP/ETMS consultant. An individual authorized to commit the resources of the proposing firm must sign the letter.

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

- A. Identify the proposing firm or firms. If submitting as a team or joint-venture, identify the lead (responsible) party.
- B. Clear statement(s) of the contractual relationship between the participating firms listed in Item 1 above.
- C. Name, address, and telephone number of the individual who will represent the Proposer during contract negotiations with Transit.
- D. A brief introduction of the proposing firm and key personnel committed to this project.
- E. A brief statement describing the firm’s related qualifications and experience researching ERP/ETMS systems.
- F. A statement confirming capacity and availability to complete the requested work in a timely manner.
- G. Specific acknowledgement of receipt of all Addenda issued prior to the Proposal due date and time.
- H. Signature of the letter by an individual capable of committing the resources of the lead proposing firm.

ADDITIONAL SUBMITTALS CONTINUE BELOW.

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	_____
UEI # (formerly DUNS #)	_____

B. Proposer Authorized Representative:

Proposer must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFP process.

Proposer’s Authorized Representative will serve as the focal point for business matters and administrative activities.

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

C. Proposer Company Information:

WA State Contractor 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 Contractor Is your firm disqualified from Proposing on Public Works contracts in WA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If “yes”, your firm is not qualified to Proposal on project)</i>

D. Proprietary or Confidential Information

Note: Washington State and Intercity Transit champion transparency. This state’s Public Records Act is codified under RCW 43.56 and is liberally construed. The Act does contain a few exceptions to disclosure. Intercity Transit strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that you might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).

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 RCW 42.56 exception from disclosure upon which the Proposer is making the claim below. Please see Section 4 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Proposer is instructed to enter "NA" in the box below.*

E. Certified DBE and SEB Status:

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

Not Applicable

DBE Certification #: _____

SBE Certification #: _____

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

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

F. Statement of Prior Contract Termination:

Proposer must disclose below if the Proposer's firm and/or any proposed subconsultants 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.*

ADDITIONAL SUBMITTALS CONTINUE BELOW.

7.4 SUBCONSULTANT INFORMATION

Check the applicable box:

- Yes Proposing firm intends on utilizing subconsultants to fulfill the service requirements outlined in RFP 2300, Consultant Services for ERP/TEMS Analysis.
 No

Consultant will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subconsultants. Where Subconsultants 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 subconsultant(s). Subconsultant(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 subconsultants 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:

Subconsultant 1

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

Subconsultant 2

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

Subconsultant 3

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

Subconsultant 4

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

ADDITIONAL SUBMITTALS CONTINUE BELOW.

7.5 EXPERTISE, KNOWLEDGE, QUALIFICATIONS, APPROACH, AND METHODOLOGY

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. ERP Technical Expertise and Knowledge (50 points).** Describe your firm's relevant ERP technical expertise. Explain why your firm is best positioned to assist Transit in satisfying the stated project objectives.

Response:

- B. Public Transit Experience (20 points).** Describe your firm's knowledge of public transit focused software, challenges, and needs. Explain why your firm is best positioned to assist Transit in satisfying the stated project objectives.

Response:

- C. 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:

D. Problem Solving and Consensus Building Expertise (60 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. Public Transit System Integration Expertise (50 points). Describe your firm's experience implementing complex technical solutions in a Public Transit Integration environment and explain why Transit can be assured that your firm is best positioned to oversee a successful implementation of this project.

Response:

F. 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:

G. Approach and Methodology (50 Points). Describe your firm's approach and methodology to working with clients in uncover and implementing viable and cost-effective solutions to a complex business problem that is like 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:

ADDITIONAL SUBMITTALS CONTINUE BELOW.

7.6 REFERENCES

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

Reference 1

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference _____
Project Description: _____

Reference 2

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference _____
Project Description: _____

Reference 3

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference _____
Project Description: _____

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

ADDITIONAL SUBMITTALS CONTINUE BELOW.

7.7 PROPOSER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Proposal (RFP), the undersigned, as Proposer, declares to that I/we have examined all of the Solicitation Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFP 2300, Consultant Services for ERP/ETMS Analysis, 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 evidence of insurance required herein within ten (10) Calendar Days after receipt of written notice of award of Contract.

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

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

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

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

I/We certify that we:

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

WE UNDERSTAND that we were instructed to craft a Proposal that takes into account the Sample Contract’s terms and conditions as written and not rely upon Transit authorizing a change or concession during negotiation. WE UNDERSTAND the terms and conditions in the Sample Contract are protective and a form of risk-transfer in favor of Transit. WE AGREE to Transit’s terms and conditions as written.

WE UNDERSTAND that a change or concession to the protective and risk-transferring terms after the bid due date deadline would violate the integrity of the competitive procurement process. WE CERTIFY that we fully understand that Transit will not likely make changes or concessions to the Sample Contract’s terms and conditions. WE ARE NOT MAKING OUR BID RESPONSE OR EVENTUAL CONTRACT CONTINGENT UPON TRANSIT ACCEPTING OUR TERMS AND CONDITIONS.

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

Proposer Signature

Company Name

Title

Date

SECTION 8 - SAMPLE CONTRACT

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

CAUTION: Proposers shall understand that the Proposers were instructed to craft a Proposal that takes into account the Sample Contract's terms and conditions as written and not rely upon Transit authorizing a change or concession during negotiation. Proposers shall understand the terms and conditions in the Sample Contract are protective and a form of risk-transfer in favor of Transit. Proposers shall understand that a change or concession at this stage would violate the integrity of the competitive procurement process. Proposers shall fully understand that Transit will not likely make changes or concessions to the Sample Contract's terms and conditions.

THIS CONTRACT is made and entered into upon date of fully executed agreement by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Consultant", for the purpose of providing and installing a Consultant Services for ERP/ETMS Analysis.

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

Provide Consultant and Project Management Services for Transit's ERP/ETMS Analysis.

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 Consultant Services for ERP/ETMS Analysis Project No. 2300, and as identified in the following attached Exhibits which are incorporated by reference:
 - 1. Contract 2300 Statement of Work, attached as Exhibit A
 - 2. Consultant's Rate Schedule and Fees, attached as Exhibit B
 - 3. Request for Proposals (RFP) 2300, Released [DATE], attached as Exhibit C
 - 4. Consultant's Response to RFP 2300 dated [DATE], attached as Exhibit D
- B. In the case of any inconsistency between the Consultant's response to RFP 2300 and the Scope of Work and Specifications described herein, the latter shall control.

4. CONTRACT TERM

The initial term of the Contract resulting from this RFP to complete at least phase one of the scope of work will be for one (1) year from date of execution. The Contract may be extended for four (4) additional one (1) year terms to complete the remaining phases noted within the scope of work. Thereafter, the contract may be extended or re-consummated as needed to support upgrades, integration, enhancement, migration, decommission, or other needs related to the enterprise resource planning software platform needs. Extension or re-consummation for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

Risk Mitigation and Continuity Assurance: Intercity Transit recognizes that the relationship is both with the firm and the person or personnel that perform the work and learns the Intercity Transit book of business. Ideally, the firm and its personnel assigned to the Intercity Transit account remain together, but should that relationship end, the firm understands and agrees that Intercity Transit reserves the right to terminate the contract with the awarded firm and the firm agrees Intercity Transit may form a contract with the person or personnel that was assigned to the Intercity Transit account, those who understand our book of business.

5. COMPENSATION AND METHOD OF PAYMENT

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

6. PROGRESS PAYMENTS

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

- A. The period covered by the request for payment.

B. A list of the tasks completed during the period.

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

7. FINAL PAYMENT

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

8. BILLING PROCEDURES

A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by 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 should be submitted electronically to ap@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) days following Transit's receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

9. CONSULTANT COMMITMENTS

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

10. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit's Project Manager or his/her successor is responsible for monitoring 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

11. CONTRACT ADMINISTRATION

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

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

12. CHANGES

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

13. INDEPENDENT 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, subconsultants 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.

14. NON-EXCLUSIVE PROVIDER

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

15. ASSIGNMENT

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) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

16. HOLD HARMLESS AND INDEMNIFICATION

The 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, subconsultants 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, subconsultants 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, subconsultants 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, subconsultants 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, subconsultants 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, subconsultant 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, subconsultants 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, subconsultants 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.

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.

17. 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 current Certification of Insurance will be provided.
 - iv. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the 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 subconsultants 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. Evidence and Cancellation of Insurance – Prior to execution of the Contract, the Consultant shall file with Transit evidence of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidence 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.

18. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Consultant for Transit pursuant to this Contract, unless otherwise expressly provided herein.
- B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Consultant and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

19. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, 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.

20. POLITICAL ACTIVITY PROHIBITED

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

21. PROHIBITED INTEREST

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

22. NONDISCRIMINATION

- A. 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.

23. GRATUITIES AND KICKBACKS

- A. Gratuities – It shall be a breach of ethical standards for any person to offer, give or agree to give any Intercity Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.
- B. Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime Consultant or higher tier subconsultant or any person associated therewith, as an inducement for the award of a subcontract or order.

24. 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.

25. 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, 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 any of said materials at all reasonable times during said period.
- C. 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.

26. DISPUTES

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

27. 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 in which to cure the defect. In such case, the notice of termination will state the 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.

28. WAIVER OF REMEDIES FOR ANY BREACH

If 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.

29. WAIVER

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

30. NOTICE

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

31. ATTORNEYS FEES AND COSTS

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

32. DISADVANTAGED BUSINESS ENTERPRISES

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.95%. A separate contract goal has not been established for this procurement.

- B. The Consultant sub-recipient, or subconsultant shall not discriminate based on race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Consultant from future bidding as non-responsible. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Consultant must promptly notify Transit, whenever a DBE subconsultant performing work related to this Contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

33. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

34. SEVERABILITY

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

**EXHIBIT A
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B
PRICE AGREEMENT**

[Placeholder]

**EXHIBIT C
INTERCITY TRANSIT'S REQUEST FOR PROPOSALS (RFP) - PROJECT 2300**

[Placeholder]

**EXHIBIT D
CONSULTANT'S RESPONSE TO REQUEST FOR PROPOSALS (RFP) - PROJECT 2300**

[Placeholder]