



# **Request for Proposal**

## **RFP # 2019 - 271**

# **Consultant Services: Long Range Transit Plan**

**Proposal Submission Deadline:**

**Tuesday, November 12, 2019  
no later than 12:00 PM**

**Whatcom Transportation Authority  
4011 Bakerview Spur Road  
Bellingham, WA 98226  
Phone (360) 788-9332  
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Procurement@ridewta.com**



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## Part 1 – Introduction

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA), defined by RCW 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington. Whatcom County is in the northwest corner of Washington State. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 31 vanpools. WTA employs over 260 employees, consisting of a General Manager, operators, fleet maintenance, administrative and managerial, and support services personnel.

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at [www.ridewta.com](http://www.ridewta.com).

WTA is currently seeking a consultant to assist in creating a 20-year transit plan.

Proposers are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for proposers who are not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to public disclosure after award.

Throughout this RFP the terms vendor, Contractor, Consultant and Proposer are used interchangeably and are intended to reflect the selected vendor with whom WTA will enter into a direct agreement. In general, the term Proposer means those who submit a proposal in response to this RFP, while a Contractor or Consultant is a Proposer who has been selected and enters a contract to provide the services. Contractor, Consultant and Proposer do not include sub-contractors or sub-consultants.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

## Part 2 – Scope of Work

WTA may, at its option, issue additional work orders based on results of the strategies identified in the final Plan. There is no guarantee of this additional work.

### 2. A Introduction

WTA is the public transportation provider for Whatcom County, Washington offering fixed route, paratransit and vanpool service. WTA provides 4.6 million rides each year on its fixed route service. Buses travel on major local arterials, as well as on Interstate 5 and State Highway 542 (Mt. Baker Highway). Whatcom County has a population of approximately two hundred thousand (200,000) and has seen a population growth of thirteen percent 13% in the last ten (10) years.

WTA enjoys strong community support and many beneficial partnerships with agencies and organizations throughout the county.

WTA's ridership compares favorably to that other similarly sized transit agencies both around the state and throughout the country.

### 2. B Background

WTA seeks assistance in preparing a Long Range Plan (The Plan) with a 20-year planning horizon through the year 2040.

WTA is facing significant questions relating to future services, and how it can successfully deliver transportation services demanded by the community. One challenge in preparing The Plan is the lack of coordination between city and county land use planning and WTA's planning for future public transportation services. This often results in housing or other development that would normally support transit occurring in places where it is difficult to operate fixed-route buses. Another challenge in developing The Plan is the lack of understanding by government leaders and the public as to the amount of resources needed to increase and maintain operations, fleet, and facilities beyond six-year operating, capital, and financial plans.

This 20-year horizon ensures alignment between WTA's long range goals and local land use and transportation plans as well as the Whatcom Mobility 2040 regional transportation plan<sup>1</sup>.

The Plan builds on and incorporates much of the work from WTA's 2017 Strategic Plan<sup>2</sup>. For instance, the scope of work set out in 2. D assumes use of the overview of existing or future conditions affecting WTA service rather than a complete environmental scan and route-by-route assessment. Given the relatively recent completion of the Strategic Plan, the

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<sup>1</sup> <https://wcog.org/planning/wm40/>

<sup>2</sup> <http://www.ridewta.com/business/reports/strategic-plan>

public involvement process must provide effective, focused and innovative strategies to engage the public, staff and WTA board.

## 2. C Technical Requirements

The Plan will achieve the following key objectives, contain the following analysis, and be final no later than the end of the 2<sup>nd</sup> quarter of 2021:

- Create a compelling long term transit service vision for WTA.
- Define how WTA can improve decision-making through development of clear and achievable goals and strategies.
- Define how WTA can strengthen partnerships with local jurisdictions, state and federal entities, and other financial and non-financial stakeholders, and ensure WTA's planning objectives align with local jurisdictions plans.
- Identify a preferred service framework around existing and new modes - fixed route, paratransit, vanpool, zone service, on-demand - based on extensive community feedback and scenario evaluation.
- Identify strategies and costs needed to achieve mode shift and climate protection action plan goals while addressing local requests for additional service.
- Develop strategies around changes in mobility, technology, demographics and community needs so that WTA can continue to provide high quality transit service.
- Identify long-term funding strategies for achieving the service vision.
- Provide tools to evaluate the effectiveness and equity of service, such as a service typology and performance measures.
- Develop a long term capital plan, identifying project priorities and grant funding opportunities.
- Develop robust and creative public engagement opportunities for the public to participate in the planning process including those in underrepresented groups.

One Plan goal is to reach as wide an audience as possible by relying heavily on infographic communication, and communicating a clear and compelling explanation of WTA's vision for transit in 2040. The Plan will be designed to serve as a "living" reader-friendly document written in plain language, free of jargon that WTA updates on a regular cycle to address new challenges, meet performance goals, and align with local comprehensive plans.

## 2. D Scope of Work

Tasks 2 – 7 shall be independent "chapters" of the final Plan.

### Task 1: Project Management

The WTA project team and Consultant will collaborate to refine the scope of work and work plan including, but not limited to:

- WTA-consultant roles and responsibilities
- Schedule and due dates for deliverables, as necessary
- Establish communication protocols and sharing of information

- Form project committees/teams
- Define data needs

Proposers should factor in potential changes and WTA's needs in these areas in all pricing estimates. The Consultant facilitates project kick-off and regular project management team meetings.

Task 1 Deliverables:

1. Detailed project scope, work plan and schedule with assigned responsibilities.
2. Sample progress report for review and approval by WTA staff.
3. Ongoing monthly progress reports, including
  - a. Budget Status
  - b. Work Plan / Schedule Progress.

**Task 2: Public Involvement Plan**

Completion of a Public Involvement Plan (PIP) is foundational work towards a successful Plan. Working closely with WTA staff, the Consultant will prepare a PIP providing meaningful and effective engagement from a range of stakeholders. Stakeholders include community members, businesses, educational institutions, local agencies and governments, policy makers, transit agency employees, persons with disabilities, non-native English speakers, and others. The PIP identifies key individuals, agencies and organizations whose participation is critical in properly addressing various work plan elements and emphasis areas. The PIP shall be compliant with WTA service policies and all other federal requirements including, but not limited to, Americans with Disabilities Act and Title VI. Alternative formats may be required from the Consultant for certain PIP materials to increase accessibility and usability for the diverse communities served by WTA.

Since the Strategic Plan was created so recently and had intensive public outreach, creative ways to engage the public without lengthy meetings will be required. The consultant will

- Integrate outreach with other existing public efforts and ongoing engagement opportunities
- Leverage existing or recent feedback mechanisms such as customer comments and customer/telephone surveys
- Provide creative, low-barrier engagement techniques to increase participation

Special attention will be required to enlist the participation of under-represented communities such as non-native English speakers. The Consultant will assist WTA staff in identifying methods for ongoing engagement of these communities once the Plan is completed.

WTA will schedule, market, staff and distribute Consultant developed content at engagement events. The Consultant will participate in a supportive capacity at meetings when required, providing facilitation at key events, and developing presentation materials. The Consultant will give a limited number of presentations to the WTA Board of Directors

and Executive Committee, and at public meetings. These engagements will be specified in the work plan developed in Task 1.

WTA will post Consultant developed materials on its website and social media platforms as an additional means of engagement.

Task 2 Deliverables:

1. A PIP, including identification of engagement objectives, anticipated staffing, materials to be produced by the Consultant team, expected meetings and work products.
2. Presentations and graphics to support outreach as identified in the PIP.
3. Meeting agendas, facilitation at key engagement meetings, and written summaries of public engagement strategy results.
4. Website content and any other necessary digital feedback mechanisms.

**Task 3: State of WTA Transit Service**

Deliverables will focus on current and future conditions of the public transportation system in Whatcom County, identifying both opportunities and challenges affecting WTA service. A thorough Environmental Scan of the WTA system was completed in 2016 as part of the 2017 WTA Strategic Plan and will be the foundation for this chapter of the Plan. The task includes, as a minimum, identification of the following elements:

- Overview of WTA's services (including fixed route, FLEX, paratransit, zone and vanpool), infrastructure and fleet
- Evaluation of the overall system performance as well as route or area specific performance issues
- Existing and future market demand: demographic, employment and other trends in WTA's service area, including projected growth based on local comprehensive plans and trends
- WTA's financial situation in light of growing operating and capital costs
- Emerging trends and technologies relevant to WTA
- Highlights from passenger, household and community surveys
- Identifying agency opportunities and challenges now and in the future

WTA will provide all data including ridership, customer and community surveys results, and extensive information from its SmartBus ITS program. Any additional proposed data gathering must be justified and approved by establishing that it provides a significant contribution to the existing body of work (See change order procedures in Appendix A). For instance, an origin-destination study may be proposed if a deeper understanding of travel patterns is needed.

Deliverables:

1. Outline, draft and final State of WTA Transit Service containing narrative and graphics, including charts, graphs, maps, and images.
2. Technical appendix information to support the entire Plan as needed.

#### **Task 4: Goals, Objectives and Performance Monitoring**

The Plan will modify defined goals from the previous Strategic Plan or define new goals, provide clear direction for the agency, align WTA's service with partner plans, and build community support. Focus is on the most important goals relating to service and fleet with related objectives and measures providing a clear path for WTA. Goals will address issues identified in Task 3.

The Consultant and WTA will define and implement a creative process to identify goals and objectives through community outreach, WTA Board input, and other key stakeholder engagement. The Consultant will clearly communicate the importance of the goals and ensure alignment with strategies, actions and recommendations throughout Plan development.

Performance measures, a tracking process, reporting protocols, and Key Performance Indicators (KPI) must tie to goals. KPIs will be based on existing data sources and integrated into ongoing reporting mechanisms, such as the Transit Development Plan and annual and quarterly performance reports. These measures will be used to evaluate success of Plan implementation and guide regular Plan updates.

##### Deliverable:

1. Documented goal-setting process with specific goals and objectives.
2. Chart of KPI's detailing name of measure, purpose, how measured, data sources, and any other relevant information needed for tracking and reporting.

#### **Task 5: Transit System Scenarios Development and Evaluation**

Develop and evaluate 3 – 4 long-range transit network scenarios based around the optimization of particular goals and outcomes. Broad scenarios will focus on the fixed-route network while identifying changes to paratransit, zone, FLEX or potential new mobility options. Scenarios are intended to cover WTA's entire service rather than being route specific. For instance, scenarios may be based on optimizing ridership or coverage, or around varying levels of funding.

Scenario evaluation will consist of specific criteria aligned with Task 4 goals containing a combination of quantitative and qualitative measures. Measures could include projected ridership, service hours and miles, transit access, operating and capital costs, equity, and/or consistency with local plans and Title VI impacts.

Based on the evaluation and stakeholder engagement, a recommended long-range transit network will be developed to guide service, capital, fleet and funding decisions. This recommendation will correspond with goals, objectives, and measures identified in Task 4 and serve as the guide for future strategic and functional plans. Recommendations will define outcomes and the phasing in of services through short-term service plans by WTA.

Extensive engagement of internal and external audiences is expected and will utilize the PIP completed in Task 2. The Consultant will work closely with WTA staff on identifying potential scenarios and criteria for review by WTA's Board of Directors who will determine the recommended network approach.

Deliverables:

1. Draft and final transit system scenarios technical memo.
2. Data supporting the evaluation of scenarios.
3. Presentation and handout materials for WTA working sessions and public outreach.
4. Summary of stakeholder feedback and public involvement.

### **Task 6: Infrastructure, Fleet and Funding**

Based on the recommended long-range transit network from Task 5, the Plan will identify capital and fleet needs for the 20-year planning horizon. Capital elements will include transit stations, transit street design elements (such as bus stop placing and design, queue jump lanes, and transit signal priority), park-n-ride facilities, maintenance facilities and any other capital projects needed to support the long-range network and system growth and maintenance. Identification and information on the estimated types and numbers of vehicles needed to support the long-range network is required. A special focus must be on the appropriate phasing in of fleet electrification and the timeframe for investments in new technology to meet established goals and objectives.

WTA staff will provide long-range cash flow scenarios from its financial model and collaborate with the Consultant to prepare an assessment of each scenario from Task 5 to identify funding gaps. The Consultant will provide a brief narrative or chart of potential funding options for scenarios that are not fiscally sustainable under the current funding framework.

Deliverables:

1. Narrative and/or chart of capital projects and fleet requirements.
2. Assessment of potential projects, including a description of the project, timeframe for development and expected cost.
3. Financial assessment of scenarios and potential funding options.

### **Task 7: Identification of Strategies**

A list of strategies will be developed based on outcomes developed in Tasks 4 - 6. A broad list will be developed from strategies in progress or WTA expectations, best practices and experiences of other transit agencies, and brainstorming sessions by the Consultant and WTA staff. WTA staff and Consultant will narrow the list to important key strategies reflecting services, programs and policies. Descriptions of the strategy, any geographic location applicability and examples of how the strategy is used elsewhere will be included.

Particular areas of focus include

- Links between transit and land use

- Primary Transit Network (PTN) and transit-friendly street design on key transit corridors
- Transit service to small town and rural areas
- First mile/last mile strategies
- Improvements to Western Washington University service
- Headway maintenance

Strategies or actions will describe specific follow-up projects such as a rapid bus corridor feasibility study or a study of alternative service delivery for specific areas.

For consistency and to convey the connection between transit and land use, the Consultant will develop a typology detailing the types of mobility services that are appropriate for a given environment. Consultant will also identify locations in Whatcom County where each service may be appropriate and include illustrations showing transit-supportive land use patterns.

Deliverables:

1. List and description of strategies and follow-up actions tied to an implementation timeframe.
2. Typology of transit services and illustrations of transit-supportive land use patterns.

**Task 8: Draft and Final Plan Preparation, Review and Adoption**

Compile deliverables and task outcomes listed above into a draft the Plan for review by WTA staff, the public and WTA Board. Consultant is expected to present the Plan as a cohesive product that features all the analysis and deliverables from Tasks 2 – 7. WTA encourages creativity developing work products, and providing documents that are in plain English, easy to read and understandable to all audiences with effective graphics. Elements of a draft Plan will have been largely completed in earlier tasks in an attempt to minimize the number of WTA staff reviews. After several rounds of review, WTA staff may elect to handle any further necessary modifications and presentations.

The executive summary will provide a snapshot of the Plan for all audiences.

The Consultant will create presentation materials to assist with public and Board review and decision-making, such as maps, summary graphics and charts. Consultant will attend meetings to answer technical questions and support the WTA Board’s decision-making process.

Deliverables:

1. Plan drafts including revisions by WTA staff.
2. Presentation materials.
3. Executive Summary.

## 2.E Contract Deliverable Requirements

### Task 1 Deliverables:

1. Detailed project scope, work plan and schedule with assigned responsibilities.
2. Sample progress report for review and approval by WTA staff.
3. Ongoing monthly progress reports, including
  - a. Budget Status
  - b. Work Plan / Schedule Progress.

### Task 2 Deliverables:

1. A PIP, including identification of engagement objectives, anticipated staffing, materials to be produced by the Consultant team, expected meetings and work products.
2. Presentations and graphics to support outreach as identified in the PIP.
3. Meeting agendas, facilitating at key engagement meetings, and written summaries of public engagement strategy results.
4. Website content and any other necessary digital feedback mechanisms.

### Task 3 Deliverables:

1. Outline, draft and final State of WTA Transit Service containing narrative and graphics, including charts, graphs, maps, and images.
2. Technical appendix information to support the main chapter as needed.

### Task 4 Deliverables:

1. Documented goal-setting process and specific goals and objectives.
2. Chart of KPI's detailing name of measure, purpose, how measured, data sources, and any other relevant information needed for tracking and reporting.

### Task 5 Deliverables:

1. Draft and final transit system scenarios technical memo.
2. Data supporting the evaluation of scenarios.
3. Presentation and handout materials for WTA working sessions and public outreach.
4. Summary of stakeholder feedback and public involvement.

### Task 6 Deliverables:

1. Narrative and/or chart of capital projects and fleet requirements.
2. Assessment of potential projects, including a description of the project, timeframe for development and expected cost.
3. Financial assessment of scenarios and potential funding options.

### Task 7 Deliverables:

1. List and description of strategies and follow-up actions tied to an implementation timeframe.
2. Typology of transit services and illustrations of transit-supportive land use patterns.

Task 8 Deliverables:

1. Plan drafts including revisions by WTA staff.
2. Presentation materials.
3. Executive Summary.

## 2. F Contractor Performance Reviews

WTA will conduct a performance review of projects and the Contractor upon task order completion while the Contract is in effect<sup>3</sup>. These reviews shall be completed by WTA's Project Manager. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for potential contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- **Communication**

Contractor communicates regularly and openly with WTA staff assigned to projects. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Presentations are clear and well received. Verbal and written communication is concise and easy to understand to individuals not on the project teams. Tasks for all stakeholders are clearly defined.

- **Quality of deliverables**

Completed project accurately represents Task Order, follows milestones, and meets or exceeds proposed deadlines. Deliverables are timely, and are customized based on WTA's environment, needs, and culture. Contractor has a quality assurance process in place to reduce errors and ensure accuracy of information.

- **Interpersonal Skills with WTA staff**

Effectively coordinates and cooperates in development, implementation, process, and programs. Actively engages stakeholders in project design and administration. Collaborates with all internal stake holders and is conscious of how work flows intersect. Respectful of WTA culture, mission, vision, and values. Seeks feedback to improve relationships and improve stakeholder commitment towards quality deliverables.

- **Stakeholder interaction and relationships**

Is courteous with stakeholders and mindful of existing and future relationships between the community & WTA. Cooperates with stakeholders while being mindful of WTA's requirements. Assertive with WTA's needs and requirements while being respectful. Represents WTA appropriately at meetings and discussions.

Evaluations will be scored as follows:

**1 = CONSISTENTLY BELOW EXPECTATIONS:** Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

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<sup>3</sup> 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)



**2 = BELOW EXPECTATIONS:** Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

**3 = MEETS EXPECTATIONS:** Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

**4 = EXCEEDS EXPECTATIONS:** Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

**5 = CONSISTENTLY EXCEEDS EXPECTATIONS:** Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

## Part 3 - Submission Guidelines

All submittals become the property of WTA.

### 3. A Procurement Schedule

Activity	Date – 2019
Procurement Request Released	October 11
Pre-Proposal Conference	October 29 at 8:30 AM PST
Clarification Deadline	November 5
Submissions Due	November 12 no later than 12:00 PM PST
Finalist In Person Interviews*	Week of December 9
Final Selection (Best & Final Offer)*	December 20
Notice of Intent to Award**	January 3
Estimated Award Date	January 16

\* WTA reserves the right to award a contract(s) without demonstrations or a Best and Final Offer.

\*\*Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

WTA reserves the right to modify the Procurement Schedule through written addenda.

The Pre-Proposal Conference will be held at WTA's office located at 4011 Bakerview Spur, Bellingham, WA in the Board Room promptly at 8:30 AM PST on Tuesday, October 29. Proposers wishing to dial in may use Conference # 1-509-590-4683 and use conference ID 659412882#. Notes from the pre-proposal conference will be sent as an addendum to all known plan holders, posted at [www.ridewta.com](http://www.ridewta.com) and to WEBS.

WTA may invite the top one (1) to three (3) firms (competitive range) for a semifinal interview/presentation. Any interviews will be scheduled no later than close of business on November 26. Requirements of the interview will be provided when the interview is scheduled.

### 3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors

- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 calendar days from proposal or BAFO deadline, if a BAFO occurs.

WTA may request clarification or additional information, including, but not limited to, financial statements.

### 3. C Minimum Proposer Qualifications

**At the time of proposal**, Proposers and any sub-consultants must meet the following minimum qualifications. Proposers may not substitute qualifications of a sub for their own:

- Have a State of Washington and all required local government business license(s) and endorsements<sup>4</sup>.
- Be registered with SAM.gov and not be suspended or debarred.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).

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<sup>4</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring Proposer.

- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- Have experience with transit agencies similar in size to WTA.
- Ability to attend meetings on-site at WTA or other area locations.
- Offer a fixed cost for project services
- Demonstrate the ability to maintain adequate files and records to meet project reporting requirements

### 3. D Proposal Submission

Proposals via email or a dedicated USB Flash Drive is the required method of submission. Hard copies will returned unopened.

Clearly identify all submissions "Sealed Proposal RFP # 2019 - 271." Submit proposals to:

Magan Waltari, CPPB, CPSM  
Procurement & Grants Coordinator/DBELO  
Whatcom Transportation Authority  
4011 Bakerview Spur Rd.  
Bellingham, WA 98226  
(360) 788-9332  
procurement@ridewta.com

Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) must arrive by the due date.

### 3. E Submission Packages

Proposals will have:

- Pages of the proposal should be numbered
- Sections clearly identified
- No more than twenty-five (25) double sided pages, excluding required exhibits and sample community outreach materials.

Marketing materials, alternate and unapproved agreements, and any other information not requested will count against the page limit.

All proposals will contain the following information in the order provided:

- A brief history and description of the Proposer, including organizational structure, capabilities, and areas of specialization.
- A description of Proposer's approach to the project including:

- Ability to undertake the work. Proposer should detail current and anticipated capacity for 2020. Describe how WTA will be prioritized with other projects.
- Methods and techniques Proposer will employ for public outreach.
- Methods, techniques and approach for completing each task of the planning process.
- The information and support required from WTA staff.
- Details about individuals who would be assigned to the project.
  - Identify the Project Manager, and roles and tasks of all personnel.
    - Include certifications, trainings, and expertise
    - Include brief resumes for key personnel providing services.
- Sample community outreach materials relevant to the tasks in the Scope of Work. (these materials will not count against the page limit)
- Identify projects involving the providing of similar services.
  - Provide the name, contact person, e-mail address and telephone number of at least five (5) client references from the last three (3) years. While not required, transportation or other public sector entities are preferred.
- Provide an estimated timeline for the project.
- Rate schedule including hourly rates for staff assigned to the project and a lump sum “Not to Exceed” price to complete all the required services and tasks noted in the Scope of Services, which shall include:
  - Labor rates for project principals, direct material cost, travel, taxes, overhead, and any other reimbursable fees must be detailed on cost proposal. These rates will be used to price any changes orders. The Proposer may add additional job classifications.
  - If sub-consultants are used, their price and any mark up.
  - Price should include attendance and travel for periodic meetings when required (see Section 5.C Travel Costs).

### 3. F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.

- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

### **3. G Addenda**

Addenda will be issued to all known plan holders, posted at WTA's website, and on WEBS should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

### **3. H Contact with WTA**

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator listed in 3.D above.

### **3. I Protest Procedures**

**Filing a Protest** Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFP.<sup>5</sup> Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents

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<sup>5</sup> "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

**Time for Filing a Protest.** A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

**Notice of Protest.** Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

**Stay of Award.** If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

### Review of Protests

**Review:** The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

1. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
2. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
3. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
4. The decision of the Finance Director shall be final, unless appealed as provided herein.
5. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

**Appeal:** A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

### 3. J Request for Clarification, Deviation, or Substitutions

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify the Procurement and Grants



Coordinator by the deadline provided in 3.A Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

#### ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The RFP and the SUBMITTED PROPOSAL constitute an “offer” and “acceptance” of all of the terms and conditions for an enforceable contract, subject to WTA’s formal award of a proposal, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable “contract” whose terms and conditions will comprise those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term “Contract” shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties’ agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal’s rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBSTITUTION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

## Part 4 – Proposal Evaluation

### 4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

Factor	Score
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail
Cost	0-4

Pricing score is calculated using the following normalizing formula.

$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$ .

2. Evaluation Committee will review Proposals receiving 3 “Pass” scores against the following Initial Evaluation Factor(s), which are listed in the order of importance.

Evaluation Factor	Score
Facilitation and Engagement with Public	0-4
Overall work plan and approach	0-4
Clarity of Proposal	0-4
Staff Experience with Projects of a Similar Nature	0-4
<b>Initial Evaluation Total</b>	<b>16</b>
<b>+ Cost points above</b>	<b>4</b>
<b>Total Possible Cumulative Initial Evaluation Score</b>	<b>20</b>

Committee members will assign a score of 1 – 4 for each factor and it will calculate total points as follows:

- 0 – Proposal did not meet factor requirements
- 1 – Proposal met less than ½ of factor requirements
- 2 – Proposal met at least ¾ of factor requirements
- 3 – Proposal met all of the factor requirements
- 4 – Proposal exceeded factor requirements

Scores are in whole numbers only or rounded down. (e.g. 4.5 will round to 4). Scores will then be averaged based on how many members of the Evaluate Committee are scoring.

3. A member of the Evaluation Committee and/or the Procurement & Grants Coordinator will check references of the proposals and share them with the evaluation committee.
4. The top 2 – 4 proposals (Competitive Range) may be invited for interviews. Proposals and interview results are re-evaluated against the Evaluations factors

based on information provided during the interviews as well as the submitted proposal.

5. Price will be recalculated based on the number of proposals in Competitive Range. Evaluation scores and cost will be added to determine the highest scoring proposer.
6. Proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below or in the event they are “competitively equal”. BAFO’s will be re-scored against the same evaluation criteria above. WTA reserves the right to award a contract without a Best and Final Offer Request.
6. The highest scoring Proposer will be selected. Nothing in this request obligates WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 2 points of each other, they are considered comparative equals. WTA will perform additional evaluations and investigation to determine the best qualified proposer.

#### **4. B Evaluation Criteria**

##### **4. B.1 Facilitation and Engagement with Public**

WTA will review the proposers ability to effectively communicate complex data in person, in written reports, in presentations and in group settings. Community outreach must be able to engage and educate stakeholders at all levels. Proposals will show creativity in methods of outreach and past successes with public involvement including increased participation with underrepresented groups.

##### **4. B.2 Overall Work Plan and Approach to Scope of Work**

The proposal will establish familiarity and understanding of WTA’s project objectives and what each task in the scope of work will involve. Staff will evaluate on how closely the proposal meets the desired end product. Ability to summarize complex ideas and concepts, recognize opportunities and challenges of an agency like WTA, and production of deliverables is also reviewed.

##### **4. B.3 Clarity of Proposal**

Overall clarity of submitted response (clear, concise, professional, thorough). The organization and presentation of the RFQ response indicates the firm’s ability to follow instructions, pay attention to detail, and assemble clear and concise documents while following the formatting guidelines provided.

##### **4. B.4 Staff Experience with Projects of a Similar Nature**

Proposals will be scored on demonstrated past successes of project principals in similar undertakings. WTA staff will review provided references and verify that the Proposer has

performed satisfactorily on other contracts. Similarly, WTA will ask about staff skills including communications, timeliness, issue resolution, and ability to perform the work, and that contract requirements were met. References where work of like nature, magnitude and comparable difficulty, and at comparable rates of progress are preferred.

#### **4. C Responsibility Review**

WTA will only award to proposers who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Proposers responsibility, WTA will review all material submitted with a proposal. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Proposer must timely provide all requested information.

#### **4. D Best and Final Offers (BAFO)**

In WTA's discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

Any modifications to the initial proposals made by a Proposer in the BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the Evaluation Criteria.

#### **4. E Notice of Intent to Award**

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.



Proposers are permitted to request a debriefing about its/his/her own proposal from the Procurement and Grants Coordinator after the Notice of Intent is issued. Documents and information relating to the procurement including the successful proposal may be requested by submitting a Public Disclosure Request to [RecordsRequests@ridewta.com](mailto:RecordsRequests@ridewta.com). Refer to Part 6 of this RFP for the process of releasing documents marked as “Confidential” or “Proprietary”.

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>6</sup>.

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<sup>6</sup> Bellingham Municipal Code 6.05.025

## Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any proposal:

### 5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be two (2) years, and WTA may, in its discretion, extend the Contract for three (3) additional one (1) year increments.
2. Compensation: WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties.
3. Invoices: Payment will be based on successful task completion and receipt of all deliverables at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.).

WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

### 5. B Travel Costs

Travel costs will be reimbursed to consultants and sub-consultant(s). Detailed receipts or other proof of expense are required to be fully reimbursed. WTA will not pay any mark-up for any travel costs. A credit card receipt will not be accepted in lieu of a detailed receipt. Receipts are not required for meals covered by per diem and for miscellaneous expenses under \$10 a day.

- Meals & Incidentals per GSA.gov rates at the time of travel based on the destination.
- Mileage will be based on GSA.gov rates at the time of travel.
- Air fare and baggage will be based on the most economical flights with reasonable routing. Business class or first class tickets will not be reimbursed.
- Hotel will be moderately priced and conveniently located. WTA will not reimburse charges for unused rooms.

Expenses including, but not limited to, laundry (unless staying more than 5 nights), in-room movies, extra-cost facilities (e.g. "Resort Fee"), room upgrades or concierge floors, medical expenses, alcohol, damage/theft, fines, tickets, or lost luggage replacement costs, will not be reimbursed. A complete list of Non-Reimbursable Expenses is available upon request.

### 5. C Insurance Requirements

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner<sup>7</sup>. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract termination. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Bodily injury/death
- Personal injury
- Property Damage, including Premise and Operations, Fire damage and medical expense
- Independent Contractors coverage
- Protective Liability
- Completed Operations and Products

The Contractor and subcontractors must procure the following minimum insurance:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
2. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Professional Liability in the amount of \$1,000,000 per occurrence.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

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<sup>7</sup> RCW 48

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

#### **5. D Subcontractors**

Contractor shall perform at least 75% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the sub-contractor starts, shall submit the following documents:

- Insurance requirements listed in Part 5. C or furnish proof of inclusion of the Prime Contractors insurance
- Submit signed Exhibit A
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

#### **5. E Economic Price Adjustments**

Beginning after the first contract term, WTA may consider a rate adjustment, either increasing or decreasing the contract amount, if requested by either party in writing 30 days prior to the contract anniversary date. Rates are adjusted using the following index calculated over-the-year using the table found here <https://data.bls.gov/cgi-bin/dsrv?cw>

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Other Personal Services, Semi-Annual Period.



The change will be calculated based on the difference between the most recent 365 days. Documentation will be provided supporting the request for a rate change. Rates will not be adjusted more than 10% above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request within 30 days. If approved, a rate increase shall take effect beginning on the contract anniversary date.

Should the referenced CPI-W index be discontinued, the index for All Items will be used.

#### **5. F Limitations of Liability**

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution<sup>8</sup>.

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<sup>8</sup> Article VIII, Section 7, "Credit not to be Loaned"

## Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA’s confidentiality limitations are.

WTA will not execute non-disclosure agreements.

### **Proposals Marked Confidential:**

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Proposer labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys’ fees it incurs arising from dealing with bidder’s labeling of any portion of the bid as “Confidential” or “Proprietary,” including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

### **Public Records Application to Documents of Vendor**

As a public contract, all records prepared, generated or used by a successful vendor or its/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a “Public Record” under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

## Part 7 – Exhibits & Appendices

### Proposer’s Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Proposal Cost
- Notarized Conflict of Interest Certification (Exhibit D)
- Debarment, Compliance, Conflict of Interest (Exhibit E)
- A Submission Package (Part 3E)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Exhibits and Appendices
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract
- Purchase Orders

The below exhibits and appendices are embedded into the RFP as indicated with this symbol:  Proposers are responsible for ensuring they can access them.

<b>Exhibit A</b> Proposal Confirmation & Cover Sheet		<b>Appendix A</b> Contract Terms & Conditions	
<b>Exhibit B</b> Vendor Demographics & References		<b>Appendix B</b> Sample Contract	
<b>Exhibit C</b> Proposal Cost	reserved		
<b>Exhibit D</b> Conflict of Interest Certification			
<b>Exhibit E</b> Debarment and Compliance Statement			
<b>Exhibit F</b> Request for Exceptions, Deviations, Substitutions			