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**1.0 RFP Introduction** (Preamble)

**1.1 Introduction**

This Request for Proposals (RFP) is intended to solicit proposals from vendors capable of satisfying the JTA’s needs for a small to mid-size business cost telephone system. Vendors shall provide a response outlining the roll-out of a Local Hosted Voice over Internet Protocol (VoIP) telephone system. This document provides information to assist qualified Bidders in preparing their responses and to ensure a fair and accurate subsequent evaluation and comparison process. To that end, this RFP:

* Provides information essential to soliciting meaningful recommendations and realistic commitments from the vendor;
* Specifies the desired format and content of proposals in response to this RFP;
* Outlines the JTA’s evaluation and selection criteria;
* Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
* Establishes a performance standard for the selected vendor.

This RFP, and the selected proposal in response to this RFP, will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term “Vendor,” “Bidder,” “Responder” and “Contractor” are considered to have the same meaning.

**1.2 About the JTA**

Jefferson Transit is a public transit system that began service in May 1981 as a Public Transportation Benefit Area (PTBA) in accordance with RCW 36.57A in the State of Washington.  Revenue service began in May, 1981 and along the Pacific Ocean coast in January, 1995.  Also in 1995, Jefferson Transit completed construction of a centrally located Park & Ride facility, which became the new hub for fixed route services. The JTA Board of Directors is comprised of all three Jefferson County Commissioners, two appointees from the Port Townsend City Council and a state mandated non-voting member representing Union Local 587.

JTA currently has their Operations, Maintenance and Administrative offices at 1615 West Sims Way, Port Townsend and a Park & Ride facility located at Haines Place in Port Townsend but is constructing an all new state of the art FTA funded facility at 63 Four Corners Road, 7 miles outside Port Townsend. Additionally two satellite offices are operated; one in town at the Haines Place Park & Ride and the other West End transit service facility leased from Quillayute Valley School District in Forks.

**1.3 Project Objectives**

The JTA would like to replace or update as necessary the system at multiple buildings and locations with a modern unified system. In doing so, the JTA seeks to address several short comings in the current PBX technology, including but not limited to:

* Limited or inadequate functionality in current systems particular Voice Mail options;
* Use of expensive and underutilized PRI type circuits from current carrier(s);
* Reduce the overall cost of ownership and recurring expenses.

In order to address these objectives, the JTA has charged their IT Specialist with the responsibility of initiating this plan to, select, and implement a suitable hosted VoIP telephone system. Section 2.0, Project Scope, outlines the features and functionality desired in any proposed telephone system as well as any and all other related services bundled or part of a roll-out.

**1.4 No Obligation**

This RFP implies no obligation on the part of JTA and the authority reserves the right to reject any and all proposals.

**1.5 RFP Schedule of Events**

The following RFP Schedule of Events represents the best estimate of the schedule the JTA will follow. The JTA has performed extensive planning work and intends to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum as specified in Section 1.11.

**Table 1: RFP Schedule of Events**

|  |  |
| --- | --- |
| **Event** | **Estimated By Date** |
| RFP Published | February 23, 2015 |
| Vendor/Bidder Questions Deadline | March 11, 2015 |
| RFP Submissions Deadline | March 25, 2015, 3:00 PM |
| Vendor/Bidder Short List Published (via email) | March 30, 2015 |
| Vendor/Bidder Demonstrations / Negotiations | March 31 – April 6, 2015 |
| Contract Negotiations & Finalization | April 6 – April 15, 2015 |

**1.6 Pre-Qualification of Vendors**

The JTA does not currently have its own Washington State (RCW) compliant Small Works Roster, however, prospective Bidders are encourage to register with the City of Port Townsend or the Jefferson Public Utility District #1, Small Works Roster. No vendors are either pre-qualified or precluded from responding to this RFP unless currently bared from doing so by the state of Washington or the United States Federal Government from doing so.

**1.7 Minimum Qualifications**

To ensure complete and fair consideration, proposals must adequately respond and conform in all material respects to the requirements stated by this RFP, and, Bidders shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

**1.8 Incurred Expenses**

The JTA shall not be responsible for any cost incurred by a Bidder in preparing and/or submitting a proposal or participating in presentations as part of the evaluation process.

**1.9 Questions and Inquiries**

Mr. Mike Samodurov, IT Specialist, shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information. Email correspondence is preferred to ensure all queries are properly documented and responded to.

**Table 2: Point of Contact**

|  |
| --- |
| **Point of Contact** |
| Mike Samodurov, IT Specialist |
| (360) 385-4777 x117 |
| msamodurov@jeffersontransit.com |

Again, questions and inquiries related to this procurement, including all technical issues are to be submitted in writing via email and directed to Mike Samodurov using the contact information in the Table 2 above.

All questions and inquiries related to this RFP must clearly reference the RFP, or attachment, page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.5, all questions must be received in writing no later than time and date specified in Table 1. Questions will be answered as soon as possible to allow Bidders to comply with the requirements of Table 1 above. Only questions and answers published through addendum shall be binding.

Bidder and vendors shall not contact any unauthorized JTA staff with any questions or inquiries. Unauthorized contact with any JTA personnel may be cause for rejection of the Bidder’s proposal.

**1.10 Clarification and Discussion of Proposals**

The JTA may request clarifications and conduct discussions with any a Bidder who submits a proposal. Bidders (and their associated vendors) must be made available by providing JTA current contact information as deemed necessary.

**1.11 Amendments and Addenda**

All clarifications and RFP revisions will be documented in an addendum and copied via email to all active Bidders in accordance with Table 1 (RFP Schedule of Events) in a timely manner. Only questions and answers documented in an addendum shall be binding. Each addendum issued shall be acknowledged and incorporated in the Bidder’s proposal.

**2.0 Project Scope of Work**

**2.1 Project Overview**

The JTA is seeking proposals for a Locally Hosted VoIP telephone system. The scope of this Request for Proposal (RFP) is for IP Phones, network equipment (if specifically required by vendor), IP Phone services, software (if any), and training. **The system will be implemented in a scheduled rollout by building not to exceed 2 months (60 days) from the signing of a contract.**

**2.2 Project Staffing**

The JTA intends to have a part-time IT Specialist perform this roll-out. Additional JTA resource planning has not been completed and will be based on the resource estimates and/or any staffing plan provided by the vendor.

**2.3 Current Environment**

**Network Infrastructure** - The JTA network consists of 3 buildings inter-connected (currently or near future) to the main Administration office network via 10/10MB symmetrical DSL/Cable service, via SonicWALL VPNs devices based on size of bandwidth data needs (QoS). Each building will have a 1GB internal network connectivity between end-points. The JTA maintains a standard mix of Linksys network routers and switches to support and manage the environment.

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**Existing Systems -** The JTA currently utilizes a single CenturyLink PRI circuit with 23 channels which is underutilized. This system is located at the 1615 location and will be retired when JTA completes their move to 63 Four Corners June of 2015. There will be an approximate overlap period of 3 – 4 months with the old phone system which will remain a separate phone system.

**2.4 Gap-Fit Analysis**

As part of the pre-roll-out tasks, the vendor will analyze the Functional and Technical Requirements set forth in Section 2.6 and provide a suitable explanation to demonstrate how it intends to address each requirement. This gap-fit analysis will identify areas where the JTA may be required to change existing business processes to accommodate system functionality.

To conduct the gap-fit analysis, the JTA expects that the vendor will review all business and technical requirements with JTA staff in one or more onsite meetings. The vendor will review and confirm all requirements and update the requirements list with any necessary changes to ensure the vendor and the JTA have a common understanding of all business and technical requirements. The gap-fit analysis will be a critical point in the JTA-vendor relationship, as the JTA intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system roll-out. The JTA should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

**2.5 Definitions**

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **9-1-1 Notification** | A process where, whenever an extension dials 911, an administrator is notified by either automated voice or text message containing the extension that dialed. |
| **Announcement Line** | A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g. job line). |
| **Auto-Attendant** | A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller |
| **Auto**-**Dial** | A process where an extension automatically calls another extension or phone number when the handset is picked up. |
| **Busy Redial** | A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal. |
| **Call Flow** | A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant) |
| **Call Forwarding** | The ability to present forward a call to another extension or phone number. |
| **Call Queue** | A process by which, when all extensions in a Hunt Group or DID are busy, the system will place the caller in a queue to wait for the next available extension. |
| **Call Waiting** | The ability to place a call on hold and take an incoming call. |
| **Digital to Analog (D2A) device** | A device that allows an analog device to use a digital phone line. |
| **Day/Night Mode** | A feature that turns off the Hunt Groups at a certain time and presents a separate call flow. |
| **Dial in Direct (DID)** | A single phone number that rings on a single extension. |
| **Do Not Disturb(DND)** | A feature that prevents an extension from ringing. The call will follow the call flow designed for the extension. |
| **Extension monitoring** | The ability for one extension to see whether another extension is currently on the line. |
| **Failover** | A process which calls a backup number when an extension is not available, either through phone or network failure. |
| **Follow me** | A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g., An incoming call to the director’s extension will call the director’s cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension’s voicemail. |
| **Hunt Group** | A single phone number that has the ability to ring multiple extensions. Each JTA may have multiple Hunt Groups depending on their configuration. |
| **Integrated Voice Response (IVR)** | A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system. |
| **On demand Call recording** | The ability to press a button or sequence of buttons to allow the recording of certain phone calls. |
| **Outlook integration** | The ability to start a call from a phone number in an e-mail or address book in Microsoft Outlook. |
| **Overhead paging** | The ability to page through a public address system. |
| **Soft phone** | A program that runs on a computer or mobile device that simulates a phone extension. |
| **Speed Dial** | A process that allows a sequence of buttons to call another phone number. |
| **Full Voice Mail Feature Set** | VM service for all users including storage, forwarding to phones, PC and archive storage. |
| **Voice Mail Recording** | That specified staff (management) will have the option to record phone conversations and store such to local PC or server. |
| **Automation and Programmability** | Includes the ability for Technical staff to add/modify custom programming. |

**2.6 Functional and Technical Requirements**

Proposals shall address the following functional and technical requirements in all four categories- General, Voicemail, Per Extension and Specific local. The proposed system must meet or exceed listed criteria. It should be stated in the proposal submission how the vendor will address listed criteria, including specific descriptions or explanations of the process where noted below.

**General**

The JTA is requesting the overall phone system have the following features.

|  |  |
| --- | --- |
| **ID#** | **Feature** |
| G1 | Integrated JTA Directory (describe. Also address integration of 1615 offices overlap period) |
| G2 | End-user interface for configuring devices |
| G3 | Programmable auto-attendants |
| G4 | IVR capabilities with auto-attendant |
| G5 | Programmable Call Queue |
| G6 | Conforms to FCC requirements for Enhanced 911 (explain process) |
| G7 | 3 or 4 digit extension dialing (currently JTA uses 3 and would like to retain same #s) |
| G8 | Hunt Groups |
| G9 | Ability to tag an extension for reporting/billing purposes |
| G10 | Failover for extensions |
| G11 | Announcement line |
| G12 | 9-1-1 notification |
| G13 | Reporting by tag, extension, Hunt Group including:  • tag/JTA/extension  • number of calls incoming  • number of calls outgoing  • billable numbers dialed |
| G14 | Reporting for call queues including:  • number of calls incoming/outgoing  • time to answer  • time on hold  • disposition of call (answered or forwarded)  • extension handling call  • lost/abandoned calls |
| G15 | Configurable day/night mode for Hunt Groups |
| G16 | Programmable call flow |
| G17 | Always on and “On-demand” call recording |
| G18 | Ability to have electronic bill presentment broken down by JTA and/or extension, billable charges by extension, hunt group, or DID |
| G19 | Redundant phone servers in separate geographic areas (more than 50 miles apart) |
| G20 | Capability to replace an extension with a spare phone (explain process) |
| G21 | Provide a wide range of phone types including:  • Basic phone  • Soft phones  • Multiline phones  • Expansion ports for secretaries  • Wireless phones  • Blue-tooth capable phones  • Conference phones |
| G22 | Programmable hold music/message by JTA, Hunt Group, or extension |
| G23 | Ability to block certain toll calls |
| G24 | Ability to block nuisance callers |
| G25 | Ability to route specific incoming calls to an extension |
| G26 | Ability to page a Hunt Group or all extensions |
| G27 | Overhead paging interface |
| G28 | Incoming Fax to e-mail |
| G29 | D2A device for modems and/or faxes |

**Voicemail**

The JTA is requesting that the voicemail system have the following features.

|  |  |
| --- | --- |
| **ID#** | **Feature** |
| V1 | Time and Date of call |
| V2 | Extension or number of caller |
| V3 | Message |
| V4 | Save message |
| V5 | Delete message |
| V6 | Forward/copy message to extension |
| V7 | Forward/copy message with annotation to extension |
| V8 | Forward/copy message to multiple extensions |
| V9 | Text notification to recipient |
| V10 | Voicemail forward/copy to e-mail (enable/disable capability) |
| V11 | Remote voicemail retrieval (explain process) |

**Per Extension**

The JTA is requesting that every extension have the following features.

|  |  |
| --- | --- |
| **ID#** | **Feature** |
| E1 | Call Hold |
| E2 | Do not Disturb |
| E3 | Call Pickup from extension |
| E4 | Call Pickup from Hunt Group |
| E5 | Call Waiting |
| E6 | Call transfer |
| E7 | Call Forward All |
| E8 | Call Forward Busy |
| E9 | Call Forward No answer |
| E10 | Voicemail |
| E11 | Distinctive Ring |
| E12 | Unique four digit extension |
| E13 | Enhanced 911 address |
| E14 | DID number and/or Hunt Group number |
| E15 | Extension monitoring by light/display |
| E16 | Incoming message/voicemail light/display |
| E17 | AutoDial |
| E18 | Caller ID |
| E19 | Three way calling |
| E20 | Follow me |
| E21 | Speed Dial |
| E22 | Memory Buttons |
| E23 | Redial |
| E24 | Busy Redial |
| E25 | Outlook integration |
| E26 | Password or other restriction for billable long distance |
| E27 | Ability to reassign E911 address for mobile/travelling workers |
| E28 | Conference Calling (include maximum number of participants) |
| E29 | Forward call to extension voicemail |
| E30 | Difference messages for no answer or busy/DND |
| E31 | Push to Record Conversation |

**Specific Requirements**

The JTA will implement the system by building. Specific requirements for each location within each building will be listed as a separate line item (JTOC satellite in Forks will not be included in phone system).

|  |  |  |  |
| --- | --- | --- | --- |
| **ID#** | **Building** | **Location** | **Network Details** |
|  | Maintenance Ops. & Admin. Ctr. (MOAC) | 63 Four Corners | 10/10Mb Cable |
| MA1 | 25 extensions (19 actual) | | |
| MA2 | 1 D2A device for Fax (on network) | | |
| MA3 | 4 DID (admin office, dispatch center, pool, fax) | | |
| MA4 | 1 Auto-attendant for Pool DID | | |
| MA5 | 2 Day/Night mode (admin, dispatch center) | | |
|  | Haines Place Transit Office | 440 12th Street | 10/10Mb Cable |
| HP1 | 5 extensions (2 actual) | | |
| HP2 | 1 D2A device for Fax (may be network share) | | |
| HP3 | 1 DID (Customer Service, pool, fax) | | |

**2.7 Training Plan**

As part of the Project Scope, the selected vendor will develop, provide, and manage an adequate plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the system and/or roll-out vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to JTA end-users).
2. The role and responsibility of the JTA staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site and/or off-site training services, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for JTA personnel of various user and interaction levels.
5. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
6. The knowledge transfer strategy proposed by the software and/or roll-out vendor to prepare JTA staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the roll-out by the vendor including, but not limited to, detailed system user manuals, “Quick Reference” guides, online support, help desk support, user group community resources, and others as available.

It is the JTA’s intention that the selected vendor will coordinate the training of JTA personnel in the use of its system/s and that satisfactory implementation of an approved training plan will be a key component of this project’s deliverables.

Documentation, including training manuals and agendas, will be provided by the Bidder/vendor before each training session with JTA staff.

**2.8 System Documentation**

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Bidders shall provide sample System Documentation as part of proposal submission, in accordance with the Submittal Response Format described in Section 5.0. In addition, vendors shall provide an overview of the system documentation that will be provided as part of system roll-out.

**3.0 General Terms & Conditions**

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Jefferson Transit Authority – Procurement Policy and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at:

[http://jeffersontransit.com/files/Procurement-Policy-2010.pdf](http://jeffersontransit.com/files/Procurement-Policy-2010.pdf%20)

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Washington and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (vendors/Bidders) certify to the JTA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as all applicable laws of the State of Washington Labor & Industries, where applicable and the Americans With Disabilities Act (ADA)

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (Bidders/Vendors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (Bidder/Vendor), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (Bidders/Vendors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (Bidders/Vendors) certify that they are not currently debarred by the State of Washington from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the JTA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Washington, relating to the particular goods or services purchased or acquired by the JTA under said contract.

MANDATORY COMPLIANCE TO REQUIREMENTS OF THE JTA PROCUREMENT POLICY

Failure to submit a bid in accordance with the JTA Procurement Policy shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the JTA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the JTA may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

REVISIONS TO THE OFFICIAL RFP: No vendor/Bidder shall modify, revise, edit or make any unauthorized change(s) to this Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the JTA’s web site and/or authorized by the JTA’s Purchasing Agent. Any such violation as stated above may result in rejection of a RFP response. In addition, violations may result in the debarment of the vendor/Bidder by the JTA from any future requests to bid.

CLARIFICATION OF TERMS: If any prospective (vendor/Bidder) has questions about the specifications or other solicitation documents, the prospective (vendor/Bidder) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

To Prime or Sole Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
3. All goods or services provided under this contract or a Purchase Order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the State of Washington’s Debt Collection Act(s) or guidelines.
5. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the JTA with a federal employer identification number, prior to receiving any payment from the authority.
6. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the JTA of its prompt payment obligations with respect to those charges which are not in dispute.

To Subcontractor (if applicable):

1. The Contractor awarded a contract under this solicitation is hereby obligated:
   1. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the JTA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   2. To notify the JTA and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the JTA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the JTA.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/VENDORS): The JTA may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Bidder/Vendor) to perform the services/furnish the goods and the (Bidder/Vendor) shall furnish to the JTA all such information and data for this purpose as may be requested. The JTA reserves the right to inspect (Bidder’s/Vendor’s) physical facilities prior to award to satisfy questions regarding the (Bidder’s/Vendor’s) capabilities. The JTA further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (Bidder/Vendor) fails to satisfy the JTA that such (Bidder/Vendor) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The JTA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the JTA.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or JTA delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the JTA a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the JTA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the JTA may have.

CANCELLATION OF THE CONTRACT: The JTA may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (Bidders/Vendors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (Bidder/Vendor) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the JTA to determine if the product offered meets the requirements of the RFP. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (Bidder/Vendor) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (Bidders/Vendors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS).

INSURANCE, BONDS & INDEMNIFICATION: By signing and submitting a bid or proposal under this solicitation, the Bidder/Vendor certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with all applicable laws of the State of Washington. The Bidder/Vendor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in the State of Washington. INSURANCE IS REQUIRED FOR WORK PERFORMED ON JTA PROPERTY.

JTA reserves the right to require the Contractor to obtain the necessary Surety Bond(s) should they deem it necessary.

The Contractor agrees to defend, indemnify and hold the JTA, its officers, directors, agents, servants, employees and representatives harmless from any and all claims, including death, bodily injury or property damage, together with reasonable attorney fees and court costs, resulting from the Contractor work, except for claims caused by the sole negligence of the JTA. The JTA’s inspection or acceptance of the Contractor’s work when completed shall not be grounds to void any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Transit Agency’s, its officers, directors, agents, servants, employees, and representatives, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAVIER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the JTA Board of Directors and are null and void in the event of non-appropriation by the JTA board members. Non-appropriation of funds SHALL NOT BE deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the JTA.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the JTA will publicly post such notice for a minimum of ten (10) days, or will notify all responsive Bidders/Vendors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Vendor. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The JTA shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the JTA. Such causes may include, but are not restricted to natural catastrophe, acts of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the JTA.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the JTA shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency’s guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the JTA and the State of Washington, Jefferson County and the City of Port Townsend. The Bidder/Vendor must have all necessary licenses to perform the services in Washington and, if practicing as a corporation, be authorized to do business in Washington.

LIABILITY AND LITIGATION: The JTA shall not indemnify or hold harmless any Contractor or other third party. The JTA does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The JTA does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The JTA shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE BUSINESS LICENSE / IDENTIFICATION NUMBER: A Bidder/Vendor organized or authorized to transact business in the State of Washington is required to include in its bid or proposal the Business identification number issued to it by the State. Any Bidder/Vendor that is not required to be authorized to transact business in the State of Washington as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Bidder/Vendor is not required to be so authorized.

**4.0 Proposal Evaluation and Award**

**4.1 Evaluation Process**

The JTA’s Evaluation Committee will initially review and evaluate each proposal received to determine the Vendor’s ability to meet the RFP requirements. The evaluation criteria described in Section 4.2 will be the basis for evaluation.

The Evaluation Committee will select a minimum of two (2) bids by Vendors best suited to meet the needs of the JTA based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List. Upon selection, the Vendor Short List will be posted on the JTA’s website:

<http://jeffersontransit.com/current-bid-and-proposal-opportunities/>

The JTA, at its sole discretion, reserves the right to have system demonstrations with those Vendors on the Vendor Short List. Such demonstrations will be conducted at JTA offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration “lab.”

The JTA may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

**4.2 Evaluation Criteria**

Selection shall be made of two (2) or more Vendors, deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Vendors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Vendor so selected, the Purchasing Agent shall select the Vendor which, in its opinion, has made the best proposal, and shall award the contract to that Vendor. Should the Purchasing Agent determine in writing and in his or her sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The JTA hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

**Table 3: Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Description** | **Maximum Score** |
| Functional & Technical | A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm’s plan for accomplishing the requested services | 30 points |
| Experience | This criterion considers (1) the Vendor’s past performance on any JTA contracts, (2) the results of reference checks, and (3) the Vendor’s experience in providing the services solicited by this RFP as set forth in the Vendor’s response | 30 points |
| Initial Cost | Phone types presented as well as the reasonableness of initial equipment pricing | 20 points |
| Ongoing Costs | The cost of on-going maintenance and service | 20 points |
|  | TOTAL POSSIBLE POINTS: | 100 points |

As part of the evaluation process, the JTA may ask questions of a clarifying nature from Vendors as required. The JTA reserves the right cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the JTA.

**4.3 Best and Final Offer**

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the JTA. Such process may be initiated following the publishing of the Vendor Short List, ongoing contract negotiations or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of this evaluation process.

**4.4 Notice of Award**

After the completion of contract negotiations, the Purchasing Agent will issue a written Notice of Award. The Notice of Award will be posted on the JTA’s website at:

<http://jeffersontransit.com/current-bid-and-proposal-opportunities/>

The scores and placement of other Vendors will not be part of the Notice of Award.

The successful Vendors named in the Notice of Award shall not begin work or enter into subcontracts relating to the project until both the successful Vendor and the JTA have signed a contract.

**5.0 Submittal Response Format**

**5.1 General Instructions**

The following instructions must be followed by Vendors submitting proposals:

1. All proposals must be in an opaque, sealed envelope or box and clearly marked: “**JTA -** **Phone System Replacement**.” Proposals shall clearly indicate the legal name, address and telephone number of the Vendor (company, firm, partnership or individual). All expenses for making this proposal to the JTA shall be borne by the Vendor.
2. The deadline specified in Table 1, RFP Schedule of Events, above. Any proposal received after this time and date will not be considered. No faxed or emailed proposals will be accepted. It is the sole responsibility of the Vendor to see that the proposal is received on time. Late or incomplete proposals will not be accepted. The JTA will reserve the right to reject any and/or all proposals and will further reserve the right to waive or not waive any informality in any proposal. Clearly identified proprietary information will not be disclosed during the selection process. Attachment C provides a place to identify any proprietary information
3. Vendors shall submit four (4) hardcopies of the Proposal to the JTA at the address contained in Table 4 below. One (1) hardcopy of the Proposal should be clearly marked as “Original,” and the remaining copies should be clearly marked “copy.”
4. Proposals should be provided in three-ring binders, or other suitable binding, with tab separators. The organizational guidelines for proposal responses are listed in Table 5 below.
5. Vendors shall submit one (1) electronic versions of the Proposal on separate CDs, a thumb drive OR via email attachment to the JTA in addition to the hardcopy proposals. Documentation that is provided in Adobe PDF shall be in a searchable format. Any attachments provided in the RFP package in MS Excel format shall be completed and returned by vendors in the same format.
6. Proposals should be mailed or hand delivered to the mailing address contained in the following table.

**Table 4: Proposal Mailing Addresses**

|  |
| --- |
| JTA Mailing Address |
| Jefferson Transit Authority  Purchasing Agent  Attn: Ms. Cheryl Loran  1615 W. Sims Way  Port Townsend, WA 98368 |

1. RFP documents are available for viewing on the JTA’s website at:

<http://jeffersontransit.com/current-bid-and-proposal-opportunities>

The following table contains the organization suggested guidelines for proposal responses.

**Table 5: Technical Proposal Organization Guidelines**

|  |  |  |
| --- | --- | --- |
| Tab/Section No. | Proposal Section | RFP Sec. No. |
| **Tab 1** | Cover Page and Executive Summary | 5.2 |
| **Tab 2** | Proposed System | 5.3 |
| **Tab 3** | System Support | 5.4 |
| **Tab 4** | Company Background and History | 5.5 |
| **Tab 5** | Functional and Technical Requirements Response | 5.6 |
| **Tab 6** | Sub-Contracting | 5.7 |
| **Tab 7** | References | 5.8 |
| **Tab 8** | Exceptions to Terms and Conditions | 5.9 |
| **Tab 9** | Attachments: Required Forms | 5.10 |
| **Tab 10** | Price Proposal | 5.11 |

**5.2 Cover Page and Executive Summary**

The first tab of the proposal should contain the Cover Page of the RFP and an Executive Summary. The Cover Page shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

A signature on the Cover Page hereby provides the JTA acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal.

Tab 1 should not exceed four pages.

**5.3 Proposed System**

The second tab of the proposal should include a textual description of the proposed system for providing the services described in Section 2.0, Project Scope. This section must include a summary description of the system’s capabilities to meet the requirements set forth in Section 2.6, Functional and Technical Requirements. The purpose of this summary is to ensure the JTA has a high-level understanding of the proposed system. The narrative should be written for an audience of the end-user community.

Additionally, this section must also more specifically address the following:

* What is the product name and version/level being supplied?
* Are phones provided through the vendor? If so, please list available phones and include price list. Include any warranty information for phones. If no, give a list of supported phone vendors and models, and briefly explain the commissioning process for phones.
* Must phones be provided through the vendor and only through the vendor?
* How often is the software for the phone system upgraded? What is the cost of the upgrade(s)?
* Does the product require specialized switching equipment? If so, please include specifications and procurement options and pricing.
* How and where is voicemail stored? How is it secured? What is the maximum storage capacity per user/system?
* How and where are recorded calls stored? How are the calls retrieved? How are they secured? What is the maximum storage capacity per user?
* Provide screen shots of administrative interface.
* Provide screen shots of end-user interface.
* Provide sample reports for departmental usage, billing invoices, and call queue reports.
* Ability to customize billing. Options to receive invoices by location or JTA. Would we have online billing options?
* Would we have a billing team assigned specifically to the JTA? What would our level of billing support look like?
* Does your solution provide for monitoring an extension (no parties can hear), coaching an extension (only the extension can hear you), or “barging in” on a call (all parties can hear)?
* Are phones metered by minutes per month? If so, provide a price schedule. If so, are minutes pooled?
* Provide a schedule of costs for long distance, including what areas, if any, are free.
* What is the maximum number of incoming calls supported?

Marketing materials should not be submitted on the proposed functionality.

Vendors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current JTA technical environment, staffing, project management approach, and JTA resources available during roll-out and support phases.

**5.4 System Support**

The third tab of the proposal should include a textual description of the support available for the proposed system. This section must include a summary description of the support system’s operations and capabilities and any potential limitations. The purpose of this summary is to ensure the JTA has a high-level understanding of the support process. The narrative should be written for an audience of the end-user community.

This section must also more specifically address the following:

* What is your total downtime for the past 1 year? 2 Years?
* What are your technical support hours?
* Do you provide a Service Level Agreement? Please summarize and include.
* What is your average resolution time for incidents, events, and problems?

Marketing materials should not be submitted on the system support.

Vendors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current JTA technical environment, staffing, project management approach, and JTA resources available during roll-out and support phases.

**5.5 Company Background and History**

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. The following points should be addressed in the third tab of the proposal.

* Total number of employees;
* Office locations;
* Total number of active clients;
* Total number of active government clients;
* Total number of active similar clients (if any);
* Total years offering systems similar to the proposed system;
* Largest active government installation including population;
* Smallest active government installation including population;
* Other products offered by company;
* If the firm’s legal name was changed in the last 5 years;
* If the firm is currently involved in any pending or current litigation.
* (For contracts greater than $25,000 only), if selected to be on the short list would the firm be willing to provide copies of their current financial statements.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

**5.6 Functional and Technical Requirements Response**

The fifth tab of the proposal should include a textual description of the vendor’s capability to provide the JTA’s requirements set forth in Section 2.6, Functional and Technical Requirements. This tab shall include a completed requirements matrix aligned with the specific requirements set forth in Section 2.6, Functional and Technical Requirements. Vendor shall provide the completed matrix in MS Excel format and will align with the following format. The electronic version of this form shall accompany this proposal document and will be issued in MS Excel format as Attachment D in the Vendor’s response. Responses shall be provided utilizing the indicators in Table 6 below. Additional comments may be added in the “Comments/Notes” column.

|  |  |  |  |
| --- | --- | --- | --- |
| Requirement ID | Feature | Response | Comments/Notes |

When providing responses to the requirements set forth in Section 2.6, Vendors shall use the response indicators contained in the following table.

**Table 6: Requirements Response Indicators**

|  |  |
| --- | --- |
| **Indicator** | **Definition** |
| **S** | Feature/Function is included in the proposed system release. |
| **F** | Feature/Function will be available in a future system release. |
| **C** | Feature/Function is not included in the current system release, and is not planned to be a part of a future system release. However, this feature could be provided with custom modifications. |
| **T** | Feature/Function is not included in the current system release, and is not planned to be a part of a future system release. However, this feature could be provided with integration with a third-party system. |
| **N** | Feature/Function cannot be provided. |

If a response indicator of “F” is provided for a requirement that will be met in a future system release, the Vendor shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Vendor shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Vendor shall identify this third-party system and include a cost proposal to secure this system.

**5.7 Sub-Contracting**

The sixth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

* Summary of service;
* Reasons for sub-contracting;
* Proposed sub-contractor(s);
* Detailed sub-contractor responsibilities;
* Sub-contractor name;
* Sub-contractor location;
* Sub-contractor experience;
* Previous use of sub-contractor; and
* Any additional relevant information.

**5.8 References**

The seventh tab of the proposal should identify the Vendor’s references for the project. Vendors shall provide at least three (3) substantive clients with whom the Vendor has worked during the past three (3) years that are of similar size and complexity to the JTA. References shall be from past clients that have been live with the vendor installed phone system for a minimum of one (1) year where possible.

Vendors shall complete a Vendor Reference Form for each of the references as contained in Attachment A. Completion of Attachment A shall indicate that the Vendor grants consent for the JTA to contact any and all references given.

In the event the Vendor cannot provide the required references, substitution of other organizations should be made to ensure three (3) total references are provided. Vendors shall indicate how these substitute references deviate from the requested characteristics.

**5.9 Exceptions to Terms and Conditions**

The eighth tab of the proposal should include any exception the Vendor takes to the terms and conditions set forth in this RFP. It is the JTA’s intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

**5.10 Required Forms**

The ninth tab shall include all required forms. These include:

* Proprietary/Confidential Information Form (See Attachment B)
* Any and all addenda, signed (if applicable)
* Any and all forms contained within.

**5.11 Price Proposal**

The tenth tab is the price proposal consisting of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment D. Vendors shall not modify the worksheets in any way. Vendors shall provide the completed cost worksheets in MS Excel format.

2. The Vendor’s standard travel and expense policy.

**6.0 Contract Term**

The initial term of the contract will be for six (6) months from the date that the contract is signed. At the JTA’s option, any extended service contract may be renewed or extended for up to five (5) additional one (1) year terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal periods will be subject to the mutual agreement of both parties. Attachment C is offered as an example contract format.

**7.0 Proprietary Information**

Trade secrets or proprietary information submitted by an Vendor in connection with this solicitation shall not be subject to disclosure under the State of Washington, Freedom of Information Act; however, the Vendor must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information.

**8.0 Disadvantaged Business Enterprise (DBE) Requirements**

JTA, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE‟s in all aspects of competition, award and administration of federally funded contracts.

Notice to all Vendors is hereby provided, that in accordance with State and Federal laws, JTA, will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No Vendor will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions. Proposal will be evaluated based on firm’s experience and capabilities, response to requirements, project implementation, project price and DBE participation. Final award will be based on the best value provided to the JTA.

**ATTACHMENT A: Vendor Reference Form**

*Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 5.8 of the RFP.*

**1. General Background**

Name of Client:

Number of Employees: Operating Budget:

Address:

Project Manager/Contract: Title:

Phone Number: E-Mail Address:

Summary of Project and Current Status:

**2. Project Scope**

Please indicate all modules that were implemented as part of the project:

1. **Project Information**

Total Project Budget:

Project Start Date: Project End Date:

**ATTACHMENT B: PROPRIETARY/CONFIDENTIAL INFORMATION**

**Name of Firm of Bidder/Vendor:**

Trade secrets or proprietary information submitted by an Vendor shall not be subject to public disclosure under the State of Washington Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

|  |  |  |
| --- | --- | --- |
| **SECTION/TITLE** | **PAGE NUMBER(S)** | **REASON(S) FOR WITHHOLDING**  **FROM DISCLOSURE** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**** Check this box if there are none.

*\*This document must be completed and returned with proposal.*

**ATTACHMENT C: SAMPLE STANDARD CONTRACT RFP**

This Contract entered into this\_\_\_ day of \_\_\_\_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “Contractor” and Jefferson Transit Authority, called the “JTA”.

WITNESSETH that the Contractor and the JTA, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the JTA as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The contract documents shall consist of:

(1) This signed form;

(2) The entire JTA Request for Proposal (no revisions by the Contractor)

dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If applicable, any Official JTA Addenda(s):

#1, dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) The Contractor’s Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: JEFFERSON TRANSIT AUTHORITY:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT D: RFP – COST PROPOSAL WORKSHEET**

Go to:

[JTA - 2015 Replacement Phone System Cost Proposal Worksheet (Exel XLS Document](2015%20-%20JTA%20Replacement%20Phone%20System%20Worksheet.xlsx))

(Please do not modify or add columns to this worksheet except for the adding rows.)