



## Jefferson Transit Authority

63 4 Corners Road, Port Townsend, WA 98368  
(360) 385-3020, Fax: (360) 385-2321

# No: 2017-08

## REQUEST FOR QUALIFICATION

In accordance with the following and in compliance with all applicable terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the Quote is accepted, to furnish items or services for the prices quoted and delivered or furnished to designated points within the time specified. It is further understood and agreed, with respect to all terms and conditions accepted by the Responder and Jefferson Transit Authority (Transit), that this Quote and accompanying attachments may, at Transit's discretion, serve as the basis of this service contract.

ISSUE DATE:		REQUEST NUMBER:		DESCRIPTION:	
10/12/2017		2017-08		Comprehensive Plan	
DEPARTMENT:		RESPONSE DEADLINE (DATE/TIME):		CONTRACT ADMINISTRATOR	
Finance				Frank Burns	
Revision:	Date:	Brief Description:		Contact:	
00	10/12/2017	Original		Frank Burns	

### I. INTRODUCTION

Sealed Statements of Qualifications will be received by the **Jefferson Transit, Park & Ride Facility, 63 4 Corners Road, Port Townsend, WA 98368** until 3:00 p.m. November 15th, 2017 from all interested persons and/or firms to provide professional consulting services for the development of the Jefferson Transit Comprehensive Plan.

### II. PROJECT OVERVIEW

Jefferson Transit Authority (JTA), a public transportation provider formed under RCW 36.57, providing both fixed-route (bus) and demand response (paratransit) service within Jefferson County.

The Jefferson Transit General Manager, Tammi Rubert, is responsible for ensuring JTA, as a public transportation agency, meets its stated mission:

*"To provide reliable, safe, comfortable public transportation service in Jefferson County which is cost effective, reduces energy consumption and contributes to the cultural and economic betterment of the residents of Jefferson County."*

JTA's current comprehensive plan was publicized in 2002. JTA is ready to move forward with a new and modern comprehensive plan that reflects changing technologies and demographics.

JTA is seeking qualified and experienced professionals to assist the agency with the development and implementation of a comprehensive (20 year) plan that will provide direction on how to best serve the anticipated growth and public transit demand within the JTA service area and how to best coordinate its services with those provided by our regional transit partners.

The plan to be developed will require a robust financial analysis of revenue and expenses, including scenario planning and financial risk assessment.

**REQUEST FOR QUALIFICATIONS****III. QUALIFICATIONS AND EXPERIENCE**Minimum Qualifications:

Responding consultant firms and/or sub-consultant teams must demonstrate at least 10 years of experience with comprehensive transit planning and experience in working with municipal transit agencies as well as financial scenario planning and risk assessment.

Any consultant selected by JTA will be required to enter into a Professional Services Agreement (see Attachment C) prior to providing any services to JTA.

**IV. AREAS OF STUDY**

The areas of study for the project are identified in Attachment B. However, the final scope of work may not be limited to the areas of study identified in Attachment B and may be modified to meet the needs of JTA as determined between JTA and the successful vendor.

**V. PROJECT BUDGET**

The project budget has not been determined. All respondents are required to provide a budget estimate for review purposes.

**VI. RFQ COORDINATOR**

Upon release of this Request for Qualifications (RFQ), all consultant communications concerning this process must be directed to the RFQ Coordinator listed below:

Frank Burns  
Grants and Procurement Coordinator  
Jefferson Transit Authority  
63 4 Corners Road, Port Townsend, WA 98368  
Phone: (360) 385-3020 ext 110  
Fax: (360) 385-2321  
[fburns@jeffersontransit.com](mailto:fburns@jeffersontransit.com)

Unauthorized contact regarding the RFQ with other JTA employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on JTA. Vendors should rely only on written statements issued by the RFQ Coordinator.

**VII. ADDENDA**

Changes to this RFQ will be made only by formal written addenda issued by the RFQ Coordinator named above. Respondents are responsible to check JTA's website, <http://jeffersontransit.com/public-information/procurement/>, for the issuance of any addenda prior to submitting a statement. All questions must be submitted prior to 5:00 PM, November 1<sup>st</sup>, 2017 in order for JTA to respond prior to the due date.

**REQUEST FOR QUALIFICATIONS****VIII. STATEMENT RESPONSE DATE AND LOCATION**

JTA's office must receive the consultant's Statement of Qualifications in a sealed envelope, in its entirety, not later than the date and time, and at the location listed in the introduction paragraph of this RFQ. Statements arriving after the deadline will be returned unopened to their senders. All statements and accompanying documentation will become the property of JTA and may not be returned. Statements must be clearly marked:

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Consultants assume the risk of the method of dispatch chosen. JTA assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual statement receipt. Statements will not be accepted late nor will additional time be granted to any vendor. Statements may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

**IX. SCHEDULE**

The following schedule is subject to change at JTA's discretion.

Issue / Advertise RFQ:	October 12, 2017
Final date for questions to be submitted:	November 1, 2017
Statement of Qualification Proposals due to JTA:	November 15, 2017
Tentative Finalist Interviews Start:	December 15, 2017
Award:	January 15, 2018
Completion of Project:	January 15, 2019

**X. NON-ENDORSEMENT**

As a result of the selection of a consultant to provide services to JTA, JTA is neither endorsing nor suggesting that the consultant's service is the best or only solution. The consultant agrees to make no reference to JTA in any literature, promotional material, brochures, sales presentation or the like without the express written consent of JTA.

**REQUEST FOR QUALIFICATIONS****XI. PUBLIC DISCLOSURE****1. Property of JTA**

All materials (including, for example, proposals and statements of qualification) submitted in response to this RFQ shall become the property of JTA. Selection or rejection of a proposal does not affect this. In this section, the term “proposal” is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFQ.

**2. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFQ shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and or federal laws, proposals shall be considered public documents and available for review and copying by the public.

**3. Public Records Exemption**

Trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a Proposer in connection with this RFQ might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers shall specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer shall provide the legal basis for the exemption to JTA upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

**4. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, JTA will not notify the proposer that its proposal will be made available for inspection and copying, and JTA may publically disclose such non-clearly identified portion with no liability whatsoever to the proposer.

**5. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” JTA will determine whether the material should be made available under the law. If JTA determines that the material is subject to disclosure, JTA will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Jefferson County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of JTA Attorney with a copy of an order entered by the Superior Court that expressly prohibits JTA from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and JTA may publically disclose such material without any liability whatsoever to proposer.

**REQUEST FOR QUALIFICATIONS****6. Indemnification by Proposer**

To the extent that JTA withholds from disclosure all or any portion of proposer's material marked "CONFIDENTIAL", the proposer, by submitting an proposal in response to this RFQ, agrees to indemnify, defend and hold harmless JTA from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs JTA incurs arising from or relating to such withholding from disclosure.

**7. Consent to Procedure**

Proposers, by submission of materials marked "CONFIDENTIAL", acknowledge and agree that JTA will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Jefferson County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against JTA arising from JTA's actions taken in accordance with this procedure.

**XII. RESPONSE PROPERTY OF JTA**

All materials submitted in response to this request become the property of JTA. Selection or rejection of a response does not affect this right.

**XIII. NO OBLIGATION TO BUY**

JTA reserves the right to refrain from contracting with any vendor. The release of this RFQ does not compel JTA to purchase.

**XIV. COST OF PREPARING STATEMENTS**

JTA is not liable for any costs incurred by consultants in the preparation and presentation of statements and demonstrations submitted in response to this RFQ.

**XV. NUMBER OF COPIES REQUIRED**

Consultants must submit (1) one original statement with (5) five copies and (1) one electronic copy in Adobe Acrobat PDF file format.

**XVI. SUBMITTAL INFORMATION**

The submittal is limited to a total maximum number of twenty (20) sheets submitted only on single sided (single sided meaning one side only of a single sheet of paper) typed 8.5" x 11" paper (if charts and/or graphs are utilized text must be a readable size font), and with type size no smaller than 12 point. The page limitation does not apply to the front and back covers.

**REQUEST FOR QUALIFICATIONS****XVII. SOQ SUBMITTAL AND EVALUATION CRITERIA:**

Statements of Qualifications are to be prepared in such a way as to provide a clear, concise and straightforward delineation of the consulting firm capabilities to satisfy the requirements of the RFQ.

Emphasis should be placed on:

1. Conformance to RFQ requirements
2. Experience of consulting team proposed
3. Overall completeness and clarity of SOQ content

The following submittal requirements are to be included in each Statement of Qualifications. A qualifications based selection process will be used to select a consultant for this project. The submittal requirements and criteria outlined below will be used to evaluate and rank the responses. JTA reserves the right to request clarifications or additional information from any consulting firms after the SOQ's are received.

JTA reserves the right to conduct interviews with all or some of the consulting firms submitting SOQ's. However, JTA may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms to finalize award recommendations.

1. Firm/Team Overview:
  - a. Years in Business
  - b. Annual Volume
  - c. Current workload
2. Relevant Experience:
  - a. Company History
  - b. Relevant Experience with similar projects, including municipal projects
  - c. Project references
  - d. Examples of comparable work product. Does not count toward page limit, can be web links.
3. Experience of Personnel Assigned to the Project:
  - a. Organizational chart of team showing staff, positions for each team member
  - b. Provide a description of duties for each team member Provide resume for each team member (resumes can be in appendix and do not count towards page totals)
  - c. Specifically identify how team members, as a whole or individually, have experience and expertise with comprehensive financial planning and capital asset management for public transit agencies including:
    - i. Revenue forecasting and expenditure allocation
    - ii. FTA guidelines and grant compliance
    - iii. Governmental reporting
    - iv. Fleet planning
    - v. Facility planning

1. Project Approach:

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- a. Outline firm's approach to managing the programming, stakeholder reviews, public outreach, and process to complete the work.
2. Why Your Team:
  - a. Provide a narrative of not more than 2 pages explaining what makes your team the most qualified for this project.
3. Estimated budget:
  - a. Using the Tasks listed in Attachment B and your experience with projects of comparable scope provide an estimate of project costs for review.

**XVIII. SUCCESSFUL BIDDER CONTRACT:**

1. Attachment B: The successful bidder will be asked to sign and return the Attachment B contract.

**XIX. ACCEPTANCE CRITERIA:**

1. All quotes will be evaluated based on current JTA procurement policy (available online at [www.jeffersontransit.com](http://www.jeffersontransit.com)), and up past JTA experience with responding Contractors, where applicable.
2. JTA reserves the right to Award all Work Bid according to the lowest qualified responsive quote tendered, available funds, and as it best serves the interest of JTA. All Work awarded will be made to the same Bidder as the Contractor.
3. JTA reserves the discretion to request additional documentation and interview Contractor as necessary to determine their actual experience and capabilities to satisfy the requirement of the Scope of Work.
4. JTA reserves the discretion to accept or reject any and all Quotes without cause and to waive any informality or irregularities and to make an award deemed in its own best interest, and re-advertise if necessary.
5. Request for Quotes will be accepted by the Jefferson JTA Authority's Purchasing Agent at their administrative offices located at 63 4 Corners Road, Port Townsend, WA 98368, (360) 385-3020, until the date/ time specified above. There can be no exceptions or late submittals.
6. This agreement is subject to a financial assistance contract between the Washington State Department of Transportation (WSDOT) and the Federal JTA Administration (FTA) and the appropriations of the State of Washington. Bidders will be required to comply with all FTA, State and local rules and regulations where applicable.
7. JTA is an Equal Opportunity Employer and hereby notifies all entities that it will affirmatively ensure that in any considered disadvantaged business enterprises will be afforded full opportunity to submit Quotes in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

**XX. REQUEST FOR QUALIFICATIONS DECLARATON:**

**REQUEST FOR QUALIFICATIONS:** Jefferson Transit Authority

**REQUEST FOR QUALIFICATIONS**

The undersigned hereby declares that he or she is duly authorized to complete and submit this Statement of Qualifications and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination of non-responsibility by JTA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_  
(Signature of authorized representative)

Name: \_\_\_\_\_  
(Please print)

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

For: \_\_\_\_\_

Attachment A



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Jefferson Transit Comprehensive Plan

**AREAS OF STUDY****PURPOSE**

JTA seeks a qualified vendor with technical skills, knowledge, and capacity to assist JTA in the development of its Comprehensive Plan. Work will focus on establishing a comprehensive service plan, financial scenario analysis, and establishing meaningful performance measures (service effectiveness, cost effectiveness, and cost efficiency) by which to evaluate ongoing operations and JTA's ability to meet changing transportation dynamics within its service area during the next two decades.

A significant focus of this project will involve engagement of transit customers, Jefferson County citizens, regional transit partners, City/County officials, major employers, and other stakeholders that may be affected by current and future public transit service within JTA.

The Comprehensive Plan will be the basis of many decisions that will be made concerning the future growth of JTA. The Comprehensive Plan provides a wealth of information and projections that should be used in the development of this project. JTA's previous Comprehensive Plan was completed in 2002. A new, modern, plan is preferred for the dynamic transportation changes currently unfolding. A copy of the 2002 Comprehensive Plan will be available upon request.

It is JTA's desire to have a comprehensive transit plan that is strategic in nature, structurally sustainable from a financial perspective and has easily identifiable goals and objectives that can be monitored and revised as needed, based on current and projected social, economic, and demographic characteristics of JTA. It is anticipated this plan's timeframe is comparable to JTA's Comprehensive Plan (20 years), reviewed annually and updated every five years. The Comprehensive Plan should be structured so that it may be used as a tool by JTA to assist in the development of short term plans, annual budgets, and submission of State and Federal reports, development plans, and grant requests.

**ANTICIPATED CONSULTANT TASKS**

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**REQUEST FOR QUALIFICATIONS**Meetings:

The vendor shall attend a variety of meetings that fall into the following categories:

- Scoping meetings
- Kick-off meeting with Project staff
  - Gather requirements and confirm understanding of the project timeline, approach, and deliverables.
- Interim meetings
  - Monthly, or as needed, status updates
- Public/Stakeholder meetings
  - Facilitate and coordinate meeting with other City staff/administration, outside agencies, and other regional transit providers (Clallam Transit, Mason Transit, Island Transit, Kitsap Transit, Grays Harbor Transit and Washington State Ferries)
  - Meet with general public, major employers and transit customers, consistent with FTA Circular 4702.1B (Title VI Requirements and Guidelines)
  - County/City Council meetings as needed
  - Authority Board Meetings as needed

Research:

Perform required research and analysis to support the plan and its elements.

Deliverables:

Produce the required deliverables, including:

- An Executive Summary
- The JTA Comprehensive Plan document with associated maps, graphics, and appendices
- PowerPoint presentation for meetings as needed and requested by JTA

**SPECIFICATIONS**

JTA expects the vendor to utilize industry knowledge, experience, and standards to assist the agency with the development of a comprehensive plan, such as:

Vision

JTA is a central hub of public transit service within Jefferson County. JTA has the benefit of being at the hub of the Olympic Peninsula. JTA connects with Clallam, Grays Harbor, Island, Kitsap and Mason transits. JTA also connects with the Washington State Ferry System in Port Townsend. The 4 Corners Park and Ride Facility is a multi-modal station, including local bus service, commuter bus service, paratransit service, and bicycle service. JTA has the goal of meeting the needs of its local customers for public transit within JTA (local bus and demand response service). The vendor is to assist JTA in the establishment of a vision for the agency that addresses both the regional connectivity to commuter service and the demand for local service.

Engagement

It is imperative for JTA to engage with partner agencies, government entities, other county/city departments, and the public when determining its future plans. It is expected the vendor shall assist JTA in identifying and reaching out to affected stakeholders, agencies, employers, and the general public. Federal Transit Administration (FTA) Circular C 4702.1B (Title VI Requirements and Guidelines for FTA Recipients) includes revised outreach requirements for promoting inclusive public participation and it is expected these requirements shall be met within the scope of this project.

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**REQUEST FOR QUALIFICATIONS**JTA Comprehensive Plan Document

Clear, compelling, and concise presentation of the overall plan and its objectives is important. The plan needs to be presented in such a way that it is easily understood by customers and others who may not have detailed knowledge of public transit operations, administration, or regulations. The plan should contain goals and objectives that are achievable, scalable, and are sustainable within foreseeable financial constraints.

Service Plan and Service Standards Development

With expected growth in commuter service within the region and within JTA in particular (i.e. growing demand for more transit resources), a hierarchy of service needs to be considered. In addition, JTA has been operating under service standards that were established in the 2002 Jefferson Transit Comprehensive Planning Services Final Report and these standards should be reviewed for applicability to today's service demand and to anticipated service during the life of the plan.

Vendors are expected to analyze growth projections within JTA (population, employment, traffic, housing density, etc.) and provide an assessment of identifiable future transit demands. Vendor should utilize applicable and recently completed studies by others, including JTA's Comprehensive Plan Update, Community Transit Comprehensive Transit Plan Update, and numerous reports completed by the Puget Sound Region Council (PSRC) and Sound Transit.

Other issues to be addressed in the plan include, but are not limited to:

- Service area growth
- New trip generators (major employer work sites, housing development, retail centers, education centers, etc.)
- Interagency coordination
- Span of service
- Service frequency
- Route structure
- Bus stop standards
- Revenue hours and miles
- Fixed-Route and Demand Response fleet requirements
- Human Resource requirements (operators, supervisors, vehicle maintenance, etc.)
- Technology
- Strategies to attract and maintain customers
- Financial scenario analysis

Transit Administration

With the growing demand for transit agencies to meet more State and Federal reporting requirements and the much more complicated process of applying for and tracking grant funds, more resources are having to be diverted from service to administration. The vendor is to provide an assessment of administrative resources, organization, and tasks and provide recommendations for improvements that are sustainable given funding constraints.

Areas to be reviewed include:

- Customer service facilities
- Customer service staff
- Marketing
- Record-keeping
- Reporting

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- Technology

Agency Finances

Although JTA is an agency within JTA department structure, it is not a General Fund department. JTA is an enterprise fund department with its own dedicated sources of revenue (local sales tax, grants, and fare box). Based on established growth projections and projected population/employment growth within JTA, the vendor is to undertake a detailed financial scenarios analysis of the following:

- Revenues
- Expenses
- Reserves
- Capital costs
- Structural sustainability

Service Standards and Performance Measures

Many performance measures are used in the transit industry to track efficiency and effectiveness of service, but any one of these measures may not tell a complete story. In addition to proposing key operational performance measures, the vendor is to assist JTA in identifying appropriate service standards to use as it develops and revises services in the future.

In particular, these include:

- Frequency of service
- Span of service
- Route structure, bus stops, and connections
- Number of routes
- Service area covered
- Transfers and connections
- Security
- Safety
- Amenities (shelters, benches, stations, vehicles, etc.)
- Customer service and information
- Vehicle type

## Attachment B

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Jefferson Transit Comprehensive Plan

**PROFESSIONAL SERVICES AGREEMENT**

**SECTION 1 – Parties to the Agreement**

It is hereby agreed by and between Jefferson Transit Authority (“JTA”), Jefferson County, Washington, AND \_\_\_\_\_ (“Contractor”), that the Contractor shall provide indicated services to JTA in accordance with the Terms and Conditions set forth below and any incorporated or attached addenda this Agreement.

This Agreement type is a (Check All That Apply):

- One Time Only       Ongoing/Renewable       Urgent/Emergency       Other (explain below)

Other: \_\_\_\_\_

**SECTION 2 – Reference Document**

The Contractor agrees to provide the following professional services to JTA (list each type of service to be provided and indicate if a detail description is attached):

#	Title of Service:	Attachment
1	2017-08_Comprehensive_RFQ	B

**SECTION 3 – Compensation & Payment Schedule**

This Agreement type is a (Check one):

- One Time Only       Ongoing/Renewable       Urgent/Emergency       Other (explain below)

Other: \_\_\_\_\_

JTA will compensate the Contractor upon receipt of a valid invoice by (Check all that apply and attach additional details regarding payments to be made by involved parties):

- Lump Sum Payment of \$\_\_\_\_\_ due at completion of work upon:  JTA Inspection/Sign-off Required  
 All Charges not to Exceed Contract Amount of \$\_\_\_\_\_ for hourly services billed at \$\_\_\_\_\_/Hour  
 Recurring charges of \$\_\_\_\_\_ to be paid (Circle one):    Weekly    Bi-Weekly    Monthly    Quarterly    Semi-Annual    Annually

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1. Contractor agrees to provide all work required by the scope of work and the other terms of the quotation for the agreement.
2. Contractor to separate Scope of Work specification's by price in Quote.
3. All submitted invoices shall be paid by JTA **Net 30 days** unless agree otherwise by parties to this Agreement.
4. JTA reserves the right to request related documents (i.e., receipts, statements etc.) and any other proof of expenses and costs incurred by the Contractor on behalf of JTA and invoiced for payment or reimbursement.
5. JTA also reserves the right to contest what it deems to be unjustified or excessive charges for services rendered as described within this Agreement. Should one or more of the Contractor's invoices be contested the following shall apply:
  - 5.1. Written notice shall be provided by JTA within 14 business days indicating the Invoice by number, its date and a brief description of the work(s) or charge(s) in dispute.
  - 5.2. JTA shall make all reasonable efforts to negotiate in good faith to resolve the contested invoices(s) within the original Net 30 day period and make prompt payment thereafter.
  - 5.3. Billing disputes not so resolved shall be decided in accordance with the procedures of section 6.14 below.
6. For Ongoing/Renewable type Agreements which have passed the expiration date set in SECTION 2 and services were rendered to JTA thereafter, all existing fees and rates as previously detailed and set will apply.

**SECTION 4 – Term of Agreement**

All work for this project shall be completed not later than January 15, 2019.

**SECTION 5 – Insurance & Liability**

This Agreement requires the Contractor to be Insured (Check if required)

If insurance is required, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance clearly indicating the following:

1. **Automobile Liability** (if required) insurance with limits no less than \$1,000,000 USD combined single limit per accident for bodily injury and property damage.
2. **Commercial General** Liability insurance written on an occurrence basis with limits no less than \$1,000,000 USD combined single limit per occurrence, \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU), if applicable; and employer's liability.

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3. **Professional Liability:** insurance with coverage limits of \$1,000,000 USD per occurrence. Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract of this contract which result in financial loss to Transit.

JTA shall be named as additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming JTA as additional insured shall be attached to the Certificate of Insurance. JTA reserves the right to receive a certified copy of all required insurance policies from Contractor's underwriter(s).

The Contractor shall provide JTA a written notice 30 calendar days prior to cancellation, suspension or material change in any coverage required for this Agreement.

**SECTION 6 – Provisions Applicable to All Contacts**

1. **Standard of Care.** The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
2. **Prevailing Wage Requirements.** N/A
3. **Delegation and Subcontracting.** The Contractor's services are deemed personal and no portion of this Contract may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of JTA.
4. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.
5. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
6. **Right to Review.** This Contract is subject to review by any federal or state auditor. JTA shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient.
7. **Modifications.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the Contract, JTA may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at JTA's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to JTA resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by JTA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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9. **Termination for Public Convenience.** JTA may terminate the Contract in whole or in part whenever JTA determines, in its sole discretion that such termination is in the interests of JTA. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.
10. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:
- (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide JTA with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that JTA determines necessary to protect itself against loss or liability.
11. **Defense and Indemnity Agreement.** The Contractor agrees to defend, indemnify and save harmless JTA, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon JTA, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, JTA, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of JTA, its appointed or elected officials or employees. It is further provided that no liability shall attach to JTA by reason of entering into this contract, except as expressly provided herein.
12. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Jefferson. This Agreement shall be governed by the law of the State of Washington.
13. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
14. **Disputes:** Differences between the Contractor and JTA, arising under and by virtue of the contract documents shall be brought to the attention of JTA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken, and shall be submitted to JTA's General Manager for resolution. The Contractor and JTA shall have the opportunity to submit written materials and argument and to offer documentary evidence for the General Manager's consideration. Oral argument and live testimony will not be permitted. JTA's General Manager shall make a decision within thirty (30) days of submittal of the dispute for his review. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered. The records, orders, rulings, instructions, and decision of JTA shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor requests arbitration as provided in paragraph 5.15, below.



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15. **Arbitration:** In the event of a dispute between the parties to this Agreement such dispute shall be decided according to the MANDATORY ARBITRATION RULES (MAR) of the County in which suit is filed, regardless of amount in dispute. The parties hereto waive their right to file any appeal in Superior court. If either party seeks and receives legal counsel, the prevailing party shall be awarded reasonably attorney's fees paid and/or billed whether the dispute is resolved through settlement or arbitration. The prevailing party is defined as the single party in whose favor a net monetary settlement or arbitration award is received after all offsets, back charges and counterclaims are resolved and regardless of which party may have prevailed on which issue. The determination of the prevailing party shall supersede all statutes, court rules and offers of settlement.
16. **Ownership of Items Produced.** All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of JTA and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
17. **Recovery of Payments to Contractor.** The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work. In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the Contractor for those parts of the project that are rendered worthless by such failure to perform. Interest shall accrue at the rate of 12 percent (12%) per annum from the time JTA demands repayment of funds.
18. **Non-Discrimination.** The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
19. **Subcontractors.** In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between JTA and the Contractor. The Contractor shall insure that in all subcontracts entered into, JTA is named as an express third-party beneficiary of such contracts with full rights as such.
20. **Third Party Beneficiaries.** This Agreement is intended for the benefit of JTA and Contractor and not for the benefit of any third parties.
21. **Time is of the Essence.** Time is of the essence in the performance of this Contract unless a more specific time period is set forth in the Scope of Work.
22. **Notice.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to JTA's General Manager, and any notices to the contractor shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
23. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without

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the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

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

25. **Construction.** N/A

26. **Agreement.** This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

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**SECTION 7 – AGREEMENT TO TERMS**

Only the successful bidder is required to sign and return the contract with signatures.

By signing this request, if it is accepted by JTA, the Responder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Quote and Scope of Work and any amendments.

NAME & ADDRESS of FIRM:	Additional Information:	
	Telephone/Fax No.:	
	Federal Employer Identification No.:	
	State Contractor License No.:	
<b>CONTACT E-MAIL:</b>	Prompt Payment Discount (if offered):	___% for payment within ___ days/net ___ days.

CHECK ONE:    **INDIVIDUAL**    **PARTNERSHIP**    **CORPORATION**    **LLC**

**CONTRACT ACCEPTANCE**

The above Contract has been accepted by, and all terms of the Contract agree to by:

Signature	Signature
<p><b>Tammi Rubert</b></p>	
Printed Name	Printed Name
<p><b>General Manager</b></p>	
Title	Title
Date	Date