



## Jefferson Transit Authority

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

# No: 2022-03

## REQUEST FOR PROPOSAL

In accordance with the following and in compliance with all applicable terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the Proposal is accepted, to furnish items or services for the prices proposed 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 Proposal and accompanying attachments may, at TRANSIT's discretion, serve as the basis of this service contract.

<b>ISSUE DATE:</b>	<b>REQUEST NUMBER:</b>	<b>DESCRIPTION:</b>	
03/04/2022	2022-03	Recruitment Firm	
<b>DEPARTMENT:</b>	<b>RESPONSE DEADLINE (DATE/TIME):</b>	<b>CONTRACT ADMINISTRATOR</b>	
Finance	03/18/2022 4:00pm	Jayme Brooke	
Revision:	Date:	Brief Description:	Contact:

### JEFFERSON TRANSIT AUTHORITY

### Request for Proposal for Recruitment Firm

## RFP 2022-03

#### Address questions regarding this RFP to:

Jayme Brooke

[jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com)

63 4 Corners Road

Port Townsend, WA 98368

(360) 385-3020 ext. 110

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**1. INTRODUCTION:**

Jefferson Transit Authority (JTA), a public transportation provider formed under RCW 36.57, for fixed route, route deviated, paratransit, and vanpool service throughout Jefferson County and the Olympic Peninsula. JTA employs forty-nine employees, including a General Manager and three Department Managers. The transit revenue fleet consists of eighteen fixed route buses, four route deviated buses, nine paratransit buses, and seven vanpool vans.

After over fifteen years with the agency, JTA's General Manager is retiring in April of 2022.

JTA invites qualified and experienced executive search firms to submit qualifications and proposals to assist in the selection of a new General Manager and other Executive level positions, if needed.

**2. SCOPE OF SERVICES:**

Please submit a proposal with a description of the firm's experience, qualifications, and ability to provide the following services:

- a. Define and finalize the position requirements and develop a detailed recruitment profile.
- b. Clarify responsibilities of the search committee, JTA staff, and consultant staff.
- c. Compile a project timeline.
- d. Meet with JTA and community stakeholders to establish applicant screening emphasis.
- e. Identify recruiting market.
- f. Identify recruitment strategies for minority and women candidates.
- g. Produce recruitment materials.
- h. Advertise and outreach to potential candidates.
- i. Manage the evaluation and selection process of final candidates.
- j. Provide regular progress reports to the search committee.
- k. Recommend selection strategies for finalists.
- l. Perform reference interviews.
- m. Conduct background checks.

**PROCUREMENT SCHEDULE**

03/04/2022

03/04/2022-03/17/2022

03/18/2022

03/21/2022-03/25/2022

03/29/2022

Request for Proposal issued

Question and Answer Time Frame

Qualifications Due

Review Period

Contract Award

JTA reserves the right to modify the Procurement Schedule

**3. PROCUREMENT CONTACT**

Until the contract is awarded, **all inquiries or contact of any kind** must be directed to:

Jayne Brooke, Grants & Procurement Coordinator  
Jefferson Transit Authority  
63 4 Corners Road  
Port Townsend, WA 98368  
360.385.2020x110  
[jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com)

**4. MINIMUM CONSULTANT QUALIFICATIONS**

A respondent must meet the following minimum qualifications:

- a. At least five years of experience in executive placement for the public sector.
- b. Business insurance including professional liability, and error and omissions insurance.

**5. SUBMISSION REQUIREMENTS:**

The proposal must be clear and concise, and must provide complete information about the respondent's qualifications and ability to perform the required services. Respondents are encouraged to submit their proposal electronically. It is the respondent's responsibility to verify that JTA has received and is able to open the document. Proposals must be **received by 4:00pm Friday March 18, 2022**. Submit hardcopy proposals without hard covers, binders, spines, or tabs (i.e. easy to copy). Proposals become the property of JTA. Late proposals will not be considered.

**Email Delivery (Preferred):**

Jefferson Transit  
Attn: Grants & Procurement Coordinator  
[jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com)

**Mail or Hand Delivery:**

Jefferson Transit  
Attn: Grants & Procurement Coordinator  
63 4 Corners Road  
Port Townsend, WA 98368

JTA makes no provision for specifically collecting mail from its mail box prior to the deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at before the actual due date. JTA shall not be liable for checking the mail box immediately prior to the time of opening.

Include the following information in the proposal:

**I. Firm Information:**

- A. Provide name of firm and the firm's principal place of business, number of years in business, size of firm, and the name, email address, and telephone number of the contact person.
- B. Provide a brief history and description of your firm. Include general information regarding organizational structure, size, capabilities, and areas of specialization.

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- C. Describe the firm's qualifications and experience in identifying, recruiting, and successfully placing executive level employees in public sector positions similar to the General Manager position at JTA.
- D. Provide a description of your firm's approach to this type of project including:
  - a. Firm's ability to undertake this executive search
  - b. Methods and techniques the firm will employ to recruit an appropriate pool of candidates
  - c. Information and support required of JTA staff
  - d. Proposed communications with JTA
  - e. Approach if an employment contract cannot be successfully negotiated with the selected candidate
  - f. Discuss a guarantee or warranty, in applicable.

**II. Qualifications of Staff Assigned to this Project:**

- A. Identify the project manager for JTA's recruitment and list his/her title, history with the firm, qualifications, and experience. Describe the project manager's experience with executive search and selection for public agencies and/or transit agencies.
- B. Identify persons who will serve as back up to the project manager.
- C. Include brief resumes for key personnel providing services.
- D. Identify the tasks the personnel will perform and their qualifications and experience to perform these tasks.

**III. Understanding of JTA Requirements:**

- A. Demonstrate your understanding of JTA's needs and scope of service.
- B. Describe how you would approach delivery in the scope of services.
- C. Describe challenges and opportunities in recruiting for a transit General Manager in Jefferson County.

**IV. Client References:**

Provide at least five client references. References should be transit agencies or similar public sector entities within Washington State. Provide name, title, organization, email, and telephone number.

**V. Price Proposal:**

Provide a lump sum "Not to Exceed" price to complete all the required services and tasks noted in the Scope of Services and Addenda (if any).

The proposed price must be inclusive of all non-labor costs, expenses, and incidentals. If any anticipated cost for this project is not included in the proposed "Not to Exceed" price, explain the additional cost.

All applicable taxes the respondent is required to pay shall be included in the proposed cost of service. No adjustments will be made to the fee(s) paid by JTA under this contract because of any misunderstanding by or lack of knowledge of the respondent.

JTA will facilitate virtual interviews with potential candidates.

**VI. Acknowledgment of Addenda:**

Complete "Receipt of Addenda" shown in Appendix A, and attach to the proposal.

**6. EVALUATION PROCESS**

The JTA Authority Board selection committee will evaluate the proposals based on the respondent’s qualifications and understanding of JTA requirements, professional approach, and the cost of services. The highest scoring respondents will be invited to virtual or in-person interviews for additional evaluation, as needed. Proposals shall be evaluated as follows:

Factor	Points
Firm Qualifications	20
Qualifications of assigned staff	30
Understanding JTA requirements	25
Cost	25
<b>Total</b>	<b>100</b>

The JTA Authority Board General Manager Selection Committee shall make the final decision regarding selection of the executive search firm. The final selection will be the Service Provider which, in the opinion of JTA, best meets the requirements set forth in the RFP and is in the best interest of JTA.

**7. CONTRACT TERMS**

This request for proposals and the selected consultant’s response will become part of the final contract. The term of the services agreement for Executive Search Services will be for up to three years, with a possible two year extension. A contract will be negotiated upon award and acceptance by the selected consultant.

**8. TERMS AND CONDITIONS**

- I. JTA will not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP.
- II. JTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, if necessary, to properly evaluate a particular proposal. Failure of a respondent to answer such a request for additional information or clarification may result in rejection of that proposal.
- III. Interpretations and any supplemental instructions or information will be in the form of written addenda to the request for proposal which, if issued, will be provided to all prospective respondents identified as holders of the proposal. Failure to acknowledge receipt of any addenda issued may invalidate a proposal as non-responsive.
- IV. Not all respondents may be interviewed.
- V. The respondents will be responsible for the accuracy of the information supplied.
- VI. JTA reserves the right to reject any and all proposals, to issue one or more agreement(s) for the intended scope of services, to waive minor irregularities, to issue additional RFP’s, and to either substantially modify or abandon the selection process prior to any award of a contract. JTA reserves the right to determine its own selection criteria in the award of the final agreement.
- VII. JTA reserves the right to modify the selection criteria.
- VIII. JTA reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. JTA is not required to award a contract.
- IX. The contract resulting from acceptance of a proposal by JTA will be supplied or approved by JTA and will, at a minimum, reflect the specifications of the RFP. JTA reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by JTA.

9. **PUBLIC DISCLOSURE**

Except as permitted by Washington State and federal law, proposals are considered public documents and available for review and copying by the public following award. If a respondent considers portions of its proposal to be protected under Washington State or federal law, the proposer must identify and mark such portions as CONFIDENTIAL, PROPRIETARY, BUSINESS SECRET, or similar words. JTA will make proposals available to the public after award, except those portions of proposals marked according to the above requirement. If a member of the public demands to review such portions of proposals, JTA will notify the affected respondent prior to releasing such portions. The respondent shall take such legal actions as it may determine to be necessary to protect its interest. If the respondent has not commenced such actions within five calendar days after receipt of the notice from JTA of a demand to review such portions of its proposal, JTA will make such portions available for review and copying by the public. The respondent asserting that portions of its proposal are legally protected will bear all costs of defending such assertion, including reimbursing JTA for its administrative, expert, and legal costs involved in defending itself in actions arising from such assertions by the respondent. By submitting a proposal, the respondent has agreed to the provision of this section.

**Provisions Applicable to All Contracts**

1. **Standard of Care**: The selected respondent 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 respondent currently practicing under similar circumstances. The selected respondent shall, without additional compensation, correct those services not meeting such a standard.
2. **Prevailing Wage Requirements**: N/A
3. **Delegation and Subcontracting**: The selected respondent'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 selected respondent's services shall be furnished by the selected respondent 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 selected respondent defaults by failing to perform any of the obligations of the contract, JTA may, by depositing written notice to the selected respondent 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 selected respondent 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 selected respondent. The selected respondent agrees to bear any extra expenses incurred by JTA in completing the work,

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including all increased costs for completing the work, and all damage sustained, or which may be sustained by JTA by reason of such default.

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 selected respondent 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 selected respondent 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 selected respondent 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, JTA may withhold a sum from the final payment to the selected respondent that JTA determines necessary to protect itself against loss or liability.
11. **Defense and Indemnity Agreement:** The selected respondent 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 selected respondent, 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 selected respondent 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 the JTA's acting General Manager for resolution. The selected respondent and JTA shall have the opportunity to submit written materials and argument and to offer documentary evidence for the acting General Manager's consideration. Oral argument and live testimony will not be permitted. JTA's acting 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 selected respondent shall proceed diligently with the performance of this agreement and in accordance with the decision rendered. The records, orders, rulings,



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instructions, and decision of JTA shall be final and conclusive thirty (30) days from the date of mailing unless the selected respondent requests arbitration as provided in paragraph 8.15, below.

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 selected respondent 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 selected respondent and/or its agents shall have no ownership or use rights in the work.
17. **Recovery of Payments to Selected Respondent:** The right of the selected respondent 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 selected respondent fails, for any reason, to perform obligations required of it by this agreement, the selected respondent may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the selected respondent 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 selected respondent 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 selected respondent employs the use of any subcontractors, the contract between the selected respondent and the subcontractor shall provide that the subcontractor is bound by the terms of this agreement between JTA and the selected respondent. The selected respondent 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 the selected respondent 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 selected respondent to JTA's acting General Manager, and any notices to the selected respondent shall be given to the person executing the agreement on behalf of the selected respondent at the address identified on the signature page.

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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 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:** This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
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.

**AGREEMENT TO TERMS**

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

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

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

**ACCEPTANCE**

The above Request for Proposal has been accepted by, and all terms of the Request for Proposal agree to by:

\_\_\_\_\_  
Signature

**Tammi Rubert**  
\_\_\_\_\_  
Printed Name

**General Manager**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit A**

RECEIPT OF ADDENDA

Addendum No.	Date of Receipt	Signed Acknowledgment

Note: Failure to acknowledge receipt of addenda may be considered as non-responsive to the proposal.

**THIS FORM MUST ACCOMPANY PROPOSAL**