



Jefferson Transit Authority

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

No: 2023-01

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 (JTA), that this Proposal and accompanying attachments may, at JTA's discretion, serve as the basis of this service contract.

ISSUE DATE:	REQUEST NUMBER:	DESCRIPTION:	
01/03/2023	2023-01	Salary Survey	
DEPARTMENT:	RESPONSE DEADLINE (DATE/TIME):	CONTRACT ADMINISTRATOR	
Finance	01/31/2023	Jayne Brooke	
Revision:	Date:	Brief Description:	Contact:

JEFFERSON TRANSIT AUTHORITY

Request for Proposal
for
Salary Survey

RFP 2023-01

Address questions regarding this RFP to:

Jayne Brooke

jbrooke@jeffersontransit.com

63 4 Corners Road
Port Townsend, WA 98368
(360) 385-3020 ext. 110

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REQUEST FOR PROPOSAL**SECTION 1 – Purpose****1. PURPOSE:**

Jefferson Transit Authority (JTA), a public transportation provider formed under RCW 36.57, is requesting Proposals from firms and individuals interested in providing salary study services to **Review Current Compensation Policies and Practices:** Evaluate the strengths and weaknesses of JTA's current compensation philosophy, policy and practices, including salary matrix, job descriptions, pay classification, merit, promotions, and internal equity. Make recommendations for changes to the compensation philosophy, policies or practices that supports the organization's strategic priorities including:

- a. Market percentile for minimum, midpoint, and maximum ranges.
- b. Ability for employees to move and advance within the current classification structure and pay ranges;
- c. Methods and options related to market study implementation other than across the board implementation;
- d. Recommendations regarding equity adjustments for existing employees who have fallen behind market; and
- e. Current policies relating to merit increases and flexibility to move outside the pay structure.

2. AGENCY BACKGROUND:

JTA began revenue service in eastern Jefferson County in May of 1981 and along the Pacific Coast in January of 1995. JTA provides a variety of public transportation services that include fixed-route, route deviated, with both regional and intercity bus connections.

3. CONTRACT BACKGROUND AND PURPOSE

JTA employs an administration staff that is Non-Labor Union Represented. As of December 31, 2021, JTA employed sixteen (16) Non-Labor Union Represented employees of whom eleven (11) are salaried and five (5) are hourly.

JTA is seeking proposals for professional services to conduct a salary study analysis of the JTA's Non-Labor Union Represented administration. The goal of the analysis is to enhance the performance and work quality of non-represented employees in a changing work environment as follows:

- a. Perform an assessment of and make recommendations about its current salary philosophy, policies and practices and conduct a market study, including recommendations for whether/how to include private sector information along with public sector data and the best way to implement future market adjustments;
- b. Review its current classification and salary structure and make recommendations for streamlining; and
- c. Make recommendations for best practices for implementing performance based pay, including recommendations on correcting internal equity and compression issues.

SECTION 2 – GENERAL REQUIREMENTS**1. PROJECT REQUIREMENTS:** The respondent must comply with each of the following requirements:

- a. Cover Letter;
- b. Request for Proposals (RFP);
- c. Addenda to RFP (if any);
- d. Proposal;
- e. Supplements to Proposals (if any);
- f. One original proposal, clearly marked, including five (5) copies if not submitted electronically; and
- g. Minimum three (3) references.

2. **ADDENDA TO RFP:**

JTA reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by JTA to all prospective respondents who have been personally issued copies of the RFP from JTA.

3. **SUBMITTAL OF PROPOSALS:**

- a. Proposals will be received by JTA until 3:00 p.m. (local time), Tuesday, January 31, 2023. Any proposal received after the prescribed deadline will not be considered.
- b. Proposals will not be accepted by facsimile transmission.
- c. Proposals shall have the name and address for delivery as follows:

Email Delivery (Preferred):

Jefferson Transit
Attn: Grants & Procurement Coordinator
jbrooke@jeffersontransit.com

Mail or Hand Delivery:

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

JTA prefers proposals be received by email. 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.

4. **RFP EVALUATION SCHEDULE**

The following timeline will be observed in evaluating proposals received:

January 03, 2023	RFP Issue Date
January 31, 2023	Proposals Due
February 14, 2023	Award

Respondents who submit a proposal in response to this RFP may be required to attend an interview or give an oral presentation of their proposal to JTA. If JTA determines interviews are necessary, a time schedule will be established after the proposals are received. All costs involved shall be the responsibility of the respondent.

5. **PROCUREMENT PROTEST PROCEDURE**

Respondents or third parties who can demonstrate a substantial economic interest may protest JTA's decision regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection.

Protests regarding pre-award actions shall be filed no later than three (3) days before proposal opening or closing date for the receipt of proposals. Protests regarding contract award shall be filed no later than seven (7) days after contract award by JTA.

REQUEST FOR PROPOSAL: Jefferson Transit Authority

SECTION 3 – SCOPE OF WORK

JTA has not had a salary survey performed since 2017. JTA’s goal is to produce a fair and equitable salary system for its non-represented employees. In order to achieve this goal, JTA desires to establish a performance based salary program recognizing the following criteria to guide the program’s plan:

- a. The Plan must be equitable;
- b. The Plan must be competitive within the target job market for each position;
- c. The Plan must be responsive to performance, both weak and strong;
- d. The Plan must be responsive to the financial conditions of the agency;
- e. The Plan must be responsive to the financial condition of the area; and
- f. The Plan must be responsive to the value the agency places on each job and each function within that job while being flexible enough to respond to changing priorities;

1. **REQUIRED QUALIFICATIONS FOR CONSULTANT:**

- a. Knowledge and experience in the interpretation of Federal and State laws as they relate to pay practices and salary;
- b. Demonstrated experience in performing classification and market based salary study work. Experience must include classification and market studies for private organizations, public and nonpublic transit agencies and other public sector entities;
- c. Demonstrated knowledge and understanding of the principles and practices of salary including the development of salary structures, policies and procedures including base pay, performance based pay, wage progression, compression, and equity solutions; and
- d. Demonstrated ability to provide the services specified in a timely manner.

2. **JEFFERSON TRANSIT RESPONSIBILITY:**

JTA will provide the consultant accurate copies of all job descriptions, wage schedules for each of the Non-Labor Union Represented employees. JTA will provide wage schedules for represented employees for comparison purposes. JTA staff will promptly review the submissions required from the consultant and advise the consultant as to any adjustments necessary.

JTA will be responsible for providing direction to the consultant. Formal and informal communication following the contract award shall be directed to the Grants and Procurement Coordinator, who will serve as the project manager.

3. **DELIVERABLES:**

- a. **Review Current Compensation Policies and Practices:** Evaluate the strengths and weaknesses of JTA’s current compensation philosophy, policy and practices, including pay classification, merit, promotions, and internal equity. Make recommendations for changes to the compensation philosophy, policies or practices that supports the organization’s strategic priorities including:
 1. Market percentile for minimum, midpoint, and maximum ranges.
 2. Ability for employees to move and advance within the current classification structure and pay ranges;
 3. Methods and options related to market study implementation other than across the board implementation;
 4. Recommendations regarding equity adjustments for existing employees who have fallen behind market; and
 5. Address current policy that merit increases and flexibility to move outside pay structure connect to.

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- b. **Determine Appropriate Composition of the Market(s):** Identify the appropriate market or markets JTA should use in market studies as well as recommend the appropriate study components and methodology, including:
1. Selection criteria for comparable agencies;
 2. Selection and number of benchmarked positions;
 3. Evaluation of appropriate “matches” of similar benchmarked positions;
 4. Recommendations for whether/how to utilize private sector comparisons in market studies;
 5. Recommendations regarding the use of multiple markets as determined by particular positions; and

JTA’s Grants and Procurement Coordinator will provide the consultant with what are believed to be the appropriate markets for these jobs. The consultant is expected to review these recommendations and make revisions as necessary. JTA HR will expect to review and approve the consultant’s survey lists prior to the consultant completing the collection of market data.

- c. **Collecting Market Data:** After identifying the most appropriate market source data, the consultant will create a document comparing JTA’s benchmark salaries to market reference points. All salaries data collected is to be automatically aged to January 1, 2023. All survey sources should be weighted based on the number of rates reported in each of the surveys.
- d. **Analysis and Recommendations:** Review and make recommendations regarding JTA’s current non-represented salary structure, including:
1. Opportunities for streamlining classifications/pay structure;
 2. Step/pay progression within classifications;
 3. Address internal equity and alignment within the Agency, considering the issue of compression within the non-represented salaried/hourly unit pay grades for work requiring comparable education, skills, and knowledge.
 4. Basis for determining and changing salary ranges;
 5. Market study implementation options; how to maintain integrity of salary structure while not increasing all salaries across a classification;
 6. Provide for a system of career progression that will allow for promotion in certain classifications when advanced knowledge, skills and abilities are achieved; and
 7. Train internal staff on managing and administering a new classification/salary structure.
- e. **Final Project Deliverables:**
1. A detailed Market Data Report;
 2. Report with all recommendations including updated job descriptions, staffing alignment and salary and wage ranges; and
 3. Presentation to be delivered to JTA with analysis and recommendations.

4. **PROPOSAL REQUIREMENTS:** Each proposal shall contain the following items.

a. **General Requirements:**

1. A Cover Letter signed by the party authorized to execute contracts on behalf of the respondent. This letter shall contain a statement that the respondent has received, read, and understands the RFP. The letter should also acknowledge receipt of any addenda distributed after release of the RFP, if applicable. The letter should state that the respondent has the scheduling capability to perform the work and that the respondent has the proper certifications and licenses to legally perform the duties required. The cover letter should state that the proposal remains in effect for at least ninety (90) days after submission.
2. Table of Contents

3. Summary of Proposal

b. **Understanding of Contract/Services:**

The proposal shall include a narrative demonstrating the respondent's understanding of the service requirements and provide an overview of the elements involved in providing the necessary services.

5. **APPROACH:** Each proposal shall contain the following items.

The proposal shall contain a description of how the firm will provide the required salary study services with an emphasis to minimize financial impact to JTA. This will include the firm's ongoing service commitment, responsiveness, office location, use of lower cost work, analysis, research as appropriate, etc.

Proposing firms shall clearly identify in the proposal any real or potential conflict of interest in the representation of JTA.

6. **EXPERIENCE AND QUALIFICATIONS:**

The proposal shall provide a summary of the firm's qualifications as they relate to the duties and desired qualifications. The proposal shall describe any previous experience on similar or related projects. The proposal shall include a description of related salary survey and analysis experience with agencies of a similar size to JTA as well as a demonstrated knowledge of public sector salary. The proposal shall also include resumes and a description of specific past experience for the key individual(s) who would perform the services described herein. The respondent shall designate a project manager who shall be the responsible individual and the point of contact between JTA's Project Manager and the respondent.

7. **PROJECT ORGANIZATION AND STAFF:**

The Proposer shall submit a project staff chart clearly identifying the project manager and key personnel associated with conducting the required Scope of Work. Proposer will not change, reassign or substitute the presented project manager unless presented and approved by JTA.

The proposal shall also include a brief description of all current and other pending assignments of the firm or firms.

8. **REFERENCES:**

The proposal shall list a minimum of three (3) references from agencies or firms for which similar services have been completed. Include the name, email and current telephone number of the contact person who can provide a statement of reference. References should include a written description of the work performed.

9. **PRICE PROPOSAL:**

The price proposal shall be separate from all other information provided. The rates should be a "corporate rate," which includes all costs related to the services provided.

10. **DECLARATION OF WRITTEN FORM:**

Proposer shall provide a statement clearly defining any known or potential conflict of interest.

Proposer shall disclose any and all clients that are governmental agencies located in the County area and/or transit agencies in Washington State.

11. AVAILABILITY:

The proposal shall show how the respondent intends to schedule projects and provide back-up or access to comparable services in case of unavailability of primary consultant.

The consultant shall do all work required for a market study and analysis from its inception to its conclusion.

12. OTHER INFORMATION:

The respondent is free to include other information that may assist JTA in determining the respondent’s qualifications to undertake the work described, including:

- a. The Proposer’s philosophy of doing business and its relationship to clients; and
- b. A description of the Proposer’s experience/understanding with public agencies and government accounts.

Respondents should not prepare unnecessarily elaborate brochures or other presentation materials that go beyond that which is sufficient to present a complete and effective response.

SECTION 4 – Evaluation Criteria

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

CRITERIA	
Ability, Experience and Qualifications	20 points
Demonstrated Past Performance	20 points
Approach and Methodology	20 points
Cost	20 points
Timeline for Completion	20 points
Total Points Available	100 points

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To score the best possible score in each category JTA will evaluate contractors best meeting the following:

Ability, Experience and Qualifications (20 points)

1. Demonstrate your firm's experience in assisting: private organizations, public transit agencies and non-public transit agencies to develop salary systems and conducting market studies, which you believe qualifies your firm for this engagement;
2. Identify the Project Manager that will be assigned to this engagement and their qualifications via a resume, based on the requirements in Section 4.3.

Demonstrated Past Performance (20 points)

1. Minimum of three positive references and no negative references from previous entities for which this service was provided; include the name, address, email address, and telephone number for each contact.
2. Past performance may also be measured based on respondent's presentation and interview.

Approach and Methodology (20 points)

1. Demonstrate concise, comprehensive, well written, logical, and organized approach and methodology to describe the selection of survey sources, how job matches are performed, and how data are aged and cleansed to provide data integrity. Also, demonstrate a logical and reasonable approach in the distribution of resources.

Cost (20 points)

1. Lowest "Total Cost to Complete Project" will receive full points. All other proposals will receive proportionate scoring, as compared to the proposal with the lowest "Total Cost to Complete Project".

Timeline for Completion (20 points)

1. Demonstrate a reasonable, well thought out timeline for completing services assuming the engagement begins on the date the contract is executed. This criterion relates to the promptness with which the Proposer can complete the project.
2. Provide reasonable contract start date.

REQUEST FOR PROPOSAL**SECTION 5 – 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 selected respondent upon receipt of a valid invoice by (Check all that apply and attach additional details regarding payments to be made by involved parties):

** Total Fixed-Price Payment of \$_due upon: JTA Inspection/Sign-off Required

1. Selected respondent agrees to provide all work required by the scope of work and the other terms of the quotation for the agreement.
2. Selected respondent to separate Scope of Work specification's by price in Proposal.
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 selected respondent 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 selected respondent's invoices be contested the following shall apply:
 - a. 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.
 - b. 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.
 - c. 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 3 and services were rendered to JTA thereafter, all existing fees and rates as previously detailed and set will apply.

REQUEST FOR PROPOSAL**SECTION 6 – Term of Agreement**

The term (or length) of this Agreement shall start on (date): and expire on: .

Under no circumstances shall the selected respondent begin any work (billable or not) before receiving written approval to do so by an authorized JTA agent.

Work performed subsequent to the expiration date of this Agreement shall be billed at the original Agreement rates previously set forth.

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

SECTION 7 – Insurance & Liability

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

If insurance is required, the selected respondent 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 selected respondent, their agents, representatives, employees or subcontractors. The selected respondent shall provide a Certificate of Insurance clearly indicating the following:

1. **Automobile Liability:** N/A
2. **Commercial General:** N/A
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 JTA.

JTA shall be named as additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the selected respondent 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 selected respondent's underwriter(s).

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

REQUEST FOR PROPOSAL**SECTION 8 – Provisions Applicable to All Contacts**

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 selected 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, 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.

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- 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 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 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 selected respondent 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 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

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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 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 General Manager, and any notices to the contractor shall be given to the person executing the Agreement on behalf of the selected respondent 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 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.

REQUEST FOR PROPOSAL**SECTION 9 – Acceptance Criteria**

1. All Proposals will be evaluated based on current JTA procurement policy (available online at www.jeffersontransit.com), and upon past JTA experience with respondents, where applicable.
2. JTA reserves the right to Award all Work Bid according to the lowest qualified responsive Proposal tendered, available funds, and as it best serves the interest of JTA.
3. Any winning bid over \$25,000 is not guaranteed until it is approved by the Jefferson Transit Board of Directors. Jefferson Transit reserves the discretion to waive the bid if the Board of Directors does not approve.
4. JTA reserves the discretion to request additional documentation and interview selected respondent as necessary to determine their actual experience and capabilities to satisfy the requirement of the Scope of Work.
5. JTA reserves the discretion to accept or reject any and all Proposals 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.
6. Request for Proposals will be accepted by the Jefferson Transit Authority's Purchasing Agent at their administrative offices located at 63 4 Corners Road, Port Townsend, WA 98368, (360) 385-3020, or by email at jbrooke@jeffersontransit.com, until the date/ time specified above. There can be no exceptions or late submittals.
7. Washington State prevailing wage rates are in effect. All costs for insurance and prevailing wage filing fees shall be incidental to and included in the Proposal Price and no additional payment will be made by JTA during the Contract Term.
8. This agreement is subject to a financial assistance contract between the Washington State Department of Transportation (WSDOT) and the Federal Transit Administration (FTA) and the appropriations of the State of Washington. Selected respondents will be required to comply with all FTA, State and local rules and regulations where applicable.
9. 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 Proposals 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.

SECTION 10 – AGREEMENT TO TERMS

By signing this request, if it is accepted by JTA, the Respondant 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

Signature

Printed Name

Printed Name

Title

Date

Title

Date