



## Jefferson Transit Authority

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

# No: 2023-05

## 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 Qualification 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 Qualification and accompanying attachments may, at JTA's discretion, serve as the basis of this service contract.

ISSUE DATE:		REQUEST NUMBER:		DESCRIPTION:	
09/11/2023		2023-05		Climate Action Plan	
DEPARTMENT:		RESPONSE DEADLINE (DATE/TIME):		CONTRACT ADMINISTRATOR	
Finance		10/2/2023		Jayme Brooke	
Revision:	Date:	Brief Description:		Contact:	

# JEFFERSON TRANSIT AUTHORITY

Request for Qualification  
for  
Climate Action Plan Development

## RFQ 2023-05

Address questions regarding this RFQ to:

Jayme Brooke

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

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

**REQUEST FOR QUALIFICATION**

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## SECTION 1 – Purpose

Jefferson Transit Authority (JTA), a public transportation provider formed under RCW 36.57, is requesting qualifications from firms and consultants interested in assisting JTA in the development of a Climate Action Plan. The purpose of developing a Climate Action Plan is to create a roadmap or framework that defines specific activities JTA can accomplish to reduce its carbon footprint and greenhouse gas emissions, prepare for climate change, and better communicate JTA's climate actions with the community in and around Jefferson County. JTA will use its Climate Action Plan as a tool guiding its decarbonization actions and decisions with respect to vehicle purchases, fuel consumed, facility operations and transit service provision.

## SECTION 2 – GENERAL REQUIREMENTS

1. **PROJECT REQUIREMENTS:** The Respondent must comply with each of the following requirements:
  - a. Cover Letter;
  - b. Request for Qualification (RFQ);
  - c. Addenda to RFQ (if any);
  - d. Qualification;
  - e. Supplements to Qualifications (if any);
  - f. One original qualification, clearly marked, including five (5) copies if not submitted electronically; and
  - g. Minimum three (3) references.

2. **ADDENDA TO RFQ:**

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

3. **SUBMITTAL OF QUALIFICATIONS:**

- a. Qualifications will be received by JTA until 4:00 p.m. (local time), October 2, 2023. Any qualification received after the prescribed deadline will not be considered.
- b. Qualifications will not be accepted by facsimile transmission.
- c. Qualifications shall have the name and address for delivery as follows:

**Email Delivery:**

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

**Mail or Hand Delivery:**

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

JTA prefers qualifications be received by email. JTA makes no provision for specifically collecting mail from its mailbox prior to the deadline. Qualifications submitted by mail should, therefore, be mailed in ample time to

arrive at or before the actual due date. JTA shall not be liable for checking the mailbox immediately prior to the time of opening.

4. **QUALIFICATIONS REQUIREMENTS:**

This section describes mandatory descriptions and submittals that must be addressed in or included with each qualification. Failure to address or include all the items discussed in this section may subject the qualification to immediate rejection. JTA will be the final authority in determining the responsiveness of a qualification. Statements of Qualifications (SOQ) will be evaluated based on the criteria listed in the evaluation criteria.

SOQ's [one (1) original plus four (4) copies] must be submitted in accordance with requirements set forth in the RFQ NO LATER THAN 4:00 p.m., local time, October 2, 2023. Late qualifications will not be accepted and will be returned to the respondent unopened.

To achieve a uniform review process and obtain the maximum degree of comparability, respondents are required to organize qualifications in the following manner. *Qualifications that deviate from this organizational structure or are missing key information elements may be considered non-responsive.*

- a. Letter of Transmittal addressed to:  
Jayme Brooke, Grants & Procurement Coordinator  
Jefferson Transit Authority  
63 4 Corners Road  
Port Townsend, WA 98368

The letter of transmittal must include:

1. Project title
  2. Name of respondent
  3. Location of the respondent
  4. Brief description of respondent's qualification
  5. Identify all professional members of respondent's team
  6. A statement of validity pursuant to Section 3
  7. A statement addressing potential conflicts
- b. **Description of firm/consultant:** This part of the qualification should contain a brief, one page history of the Respondent, their organization, number and type of personnel and the location of the Respondent's office. The Respondent shall provide information demonstrating to JTA that it has the necessary financial resources to perform the study in a satisfactory manner and within the specified time.
- c. Provide in narrative format a summary of the Respondent's and proposed sub-consultants' experience (if applicable), including at least three (3) references of comparable projects (type, scale, and scope). Include contact name, email address, telephone number and a brief description of the project. In addition, a statement is required from the Respondent that submission of an executed qualification shall commit Respondent's consent to discuss services provided on projects listed as a reference with respective contact persons. Project summaries shall identify key staff which is also included in this SOQ. The proposed Respondent must be included as a project manager or key staff on at least two of these projects.

**REQUEST FOR QUALIFICATION**

- d. Provide a detailed description of the team’s organizational framework for this project. Include clear identification of the principal or lead firm and sub-consultants, project managers and key staff. Indicate tasks and/or disciplines of the leads and their roles and responsibilities. SOQs shall identify Disadvantaged Business Enterprise team members.
- e. For each key personnel, submit a resume focusing on relevant project experience. Include a minimum of two (2) project or professional references (which may include any of the five project references mentioned above). SOQs shall include a matrix showing the availability of key personnel to be assigned to this project, expressed in terms of percent of their time committed to other projects over the next 12 months.
- f. Combine the project reference(s) and indicate team members that have worked together on previous projects. Key personnel will be evaluated based on their experience, qualifications and performance, availability, and commitment to the project, as well as references.
- g. The submittal shall address the Scope of Work outlined in the RFQ and describe how the Respondent intends to carry out the tasks. A project schedule shall be provided outlining specific tasks to be performed, key milestone dates, and individuals responsible for each task. Describe the Respondent’s project management techniques for ensuring that the work is accomplished in accordance with established standards and schedules. Provide sufficient detail to convey to members of the Evaluation Committee, the Respondent’s knowledge of the subjects and skills necessary for the completion of the study and any other services necessary to complete the Project.
- h. **Project Priority:** List any current or anticipated commitments or projects supervised by the Respondent for the next six months.
- j. **Appendixes A – F:** Fill out Appendixes A – E, as applicable, with and return with all RFQ materials. Appendix F is sample agreement that is subject to change after the RFQ process.

**5. RFQ EVALUATION SCHEDULE**

The following timeline will be observed in evaluating qualifications received:

09/11/2023	RFQ Issue Date
09/11/2023 through 09/22/2023	Question and Answer Time Frame
10/02/2023 by 4:00 P.M. PST	Qualifications Due
10/06/2023 through 10/13/2023	Interview Period (If necessary)
10/20/2023	Contract Award

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

**6. PROCUREMENT PROTEST PROCEDURE**

**REQUEST FOR QUALIFICATION**

Respondents or third parties who can demonstrate a substantial economic interest may protest JTA's decision regarding (1) a provision of the Request for Qualifications or (2) project 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 qualification opening or closing date for the receipt of qualifications. Protests regarding project award shall be filed no later than seven (7) days after project award by JTA.

**SECTION 3 – SCOPE OF WORK****1. DESIRED QUALIFICATIONS:**

Respondents submitting proposals must have a proven track record in preparing Climate Action Plans for transit agencies and/or government entities. Proposals shall include recommendations to address equity and inclusivity in the development of the plan, in the plan recommendations, and in benchmarking measures. For a Respondent to successfully complete this study, they should demonstrate an understanding of public transit service methodologies and technologies and the limitations of current zero-emission vehicle technology in rural areas. The selected firm should also have experience incorporating climate planning into communications and marketing.

**2. KEY PROJECT ACTIVITIES:**

Key Project Activities were identified by JTA.

- a. Analyze current agency greenhouse gas emissions, energy consumption, and vulnerabilities to climate change impacts.
- b. Define specific, measurable, achievable, relevant, and time-bound (SMART) goals for both mitigation (emissions reduction) and adaptation (climate resilience).
- c. Involve various stakeholders, including neighboring agencies, local communities, businesses, and experts, to ensure a diverse and informed perspective.
- d. Hold public consultations to gather input and feedback.
- e. Outline specific actions, responsibilities, timelines, and resources required for each mitigation and adaptation strategy.
- f. Establish a system for tracking progress on the implementation of the climate action plan, using metrics and indicators to measure emissions reductions, energy savings, and the effectiveness of adaptation measures.
- g. Identify key messaging for marketing and communications purposes to help the public understand the climate benefits of utilizing transit.

**3. KEY PROJECT DELIVERABLES:**

The Climate Action Plan report shall include an evaluation and analysis of the findings of the planning process as detailed in the Scope of Work. The report shall contain elements necessary to meet JTA's short-term, mid-term, and long-term mitigation strategies. At a minimum, it shall include:

- a. An executive summary that outlines the process taken to create the report as well as summarizing the research and findings, with a prioritized list of recommendations, goals, and findings.

**REQUEST FOR QUALIFICATION**

- b. A Greenhouse Gas inventory for JTA.
- c. A summary of previously completed climate mitigation work performed by JTA.
- d. A financial plan outlining the fiscal impact of each recommendation, as well as recommended operational budget.
- e. A summary of the stakeholder engagement process.
- f. A graphic-rich, reader friendly action plan containing a prioritized list of recommendations of the most impactful action items that will mitigate our emissions and adapt to a changing climate.
- g. Charts, graphs, maps, and other data as needed to support the plan and its presentation to appropriate audiences.
- h. The inclusion of creative, innovative strategies for climate change mitigation is desired.
- i. The consultant will present updates of findings during the planning effort at appropriate intervals. Upon completion of the final Climate Action Plan report, the consultant will prepare a PowerPoint presentation of major findings and present this information to the Jefferson Transit Authority Board at one of their regular meetings.

**JTA RESPONSIBILITIES**

- a. JTA will provide selected Respondent a project and outreach team comprised of agency representatives and local stakeholders.
- b. JTA will furnish operational and administration information needed to formulate a climate action plan.

**SECTION 4 – EVALUATION CRITERIA**

Award of this project shall be determined through the evaluation process as described below and in the following section, provided the qualification is responsive in all respects to the procurement requirements.

Respondent qualifications will be evaluated by the Qualification Evaluation Committee based on the criteria below with a possible maximum score of 100 points for each Statement of Qualifications (SOQ). The top-scoring firms (not to exceed three) may be asked to make a presentation before the evaluation committee. In-person interviews will be used to revise scoring based on all information provided between the SOQs and the interview process in order to arrive at the most qualified firm.

The Respondent selected for the award will be chosen based on the greatest benefit to JTA. The evaluation committee will recommend a course of action to the JTA Board of Directors. The Board of Directors will be the final judge of which Respondent offers the greatest benefit to JTA.

Submitted written qualifications will be evaluated according to the following criteria and their respective weighted importance:

Project Understanding	20
Proposed Methodology	20
Experience/Expertise of Respondent	30
Relevant Experience	30
TOTAL	100 Points

**REJECTION OF QUALIFICATIONS:**

JTA may reject any Qualification that is not in the required format, does not address all the requirements of this RFQ, or that JTA believes is excessive in price or otherwise not in the interest of the JTA to consider or to accept. In addition, JTA may cancel this RFQ, reject all the Qualifications, and seek to do the Work through a new RFQ or by other means.



**REQUEST FOR QUALIFICATION****SECTION 5 – ACCEPTANCE CRITERIA**

1. JTA shall use qualifications-based competitive proposal procedures RCW 39.80.050 when contracting for A&E services. Services subject to this requirement are program management, construction management, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

Qualifications-based competitive proposal procedures require that:

- a. The agency shall negotiate a contract with the most qualified firm for architectural and engineering services at a price which the agency determines is fair and reasonable to the agency. In making its determination, the agency shall consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof.
  - b. If the agency is unable to negotiate a satisfactory contract with the firm selected at a price the agency determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the agency shall select other firms in accordance with RCW 39.80.040 and continue in accordance with this section until an agreement is reached or the process is terminated.
2. All Qualifications will be evaluated based on current JTA procurement policy (available online at [www.jeffersontransit.com](http://www.jeffersontransit.com)), and upon past JTA experience with Respondents, where applicable.
  3. JTA reserves the right to Award all Work Bid according to the lowest qualified response 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.
  4. 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.
  5. JTA reserves the discretion to request additional documentation and interview Respondent as necessary to determine their actual experience and capabilities to satisfy the requirement of the Scope of Work.
  6. JTA reserves the discretion to accept or reject any and all Qualifications 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.
  7. Request for Qualifications will be accepted by Jefferson Transit Authority's Grants & Procurement Coordinator 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.
  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. Bidders 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 Qualifications 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 6 – AGREEMENT TO TERMS**

By signing this request, if it is accepted by JTA, the Respondent certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Qualification 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 Qualification has been accepted by, and all terms of the Request for Qualifications agree to by:

<p>_____ Signature</p> <p><b>Nicole Gauthier</b> _____ Printed Name</p> <p><b>General Manager</b> _____ Title</p> <p>_____ Date</p>	<p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p> <p>_____ Date</p>
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**REQUEST FOR QUALIFICATION**

## EXHIBIT A

**BIDDERS AFFIDAVIT****BIDDER'S AFFIDAVIT PROJECT 2023-05 CLIMATE ACTION PLAN****NON-COLLUSION**

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

**CONFLICTS OF INTEREST & ANTI-KICKBACKS**

Regarding any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Jefferson Transit Authority and take immediate action to eliminate the conflict or to withdraw from said Contract as Jefferson Transit Authority may require.
2. No officer, employee, Board member, agent of Jefferson Transit Authority, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Jefferson Transit Authority or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

**CONTINGENT FEES AND GRATUITIES**

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Jefferson Transit Authority or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

**REQUEST FOR QUALIFICATIONS:** Jefferson Transit Authority

**REQUEST FOR QUALIFICATION****SEGREGATED FACILITIES**

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

**DEBARMENT AND SUSPENSION**

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

**If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.**

***Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.***

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THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Printed Name & Title \_\_\_\_\_

Company Name \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public in and for the State of \_\_\_\_\_,

Residing in \_\_\_\_\_

**\*\*THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID\*\***

**REQUEST FOR QUALIFICATION****EXHIBIT B****PROTEST AND APPEAL PROCEDURES**

Jefferson Transit Authority will utilize the following Protest and Appeal Procedures to provide an internal review process available to prospective firms who respond to solicitations and to selected firms for the administration of resulting contracts.

If either prospective or actual respondents (herein referred to as “Respondents”) believe they have been wronged by a specific action or decision by Jefferson Transit Authority in the award of or the administration of a contract, they are instructed to follow the procedures set forth below.

Respondents or third parties who can demonstrate a substantial economic interest may protest JTA decision regarding (1) a provision of the Request for Qualifications 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 qualification opening or closing date for the receipt of qualifications. Protests regarding project award shall be filed no later than seven (7) days after project award by JTA.

**STEP ONE**

Respondents may appeal or protest an award or action as soon as practical following the event but no later than five business days. The basis for the protest and appeal must be included at that time. All protests and appeals must be submitted in writing and be addressed to the Jefferson Transit Authority Grants & Procurement Coordinator. The Jefferson Transit Authority Grants & Procurement Coordinator will review any information provided and respond in writing within five business days following the receipt of the appeal or protest.

**STEP TWO**

In the event that a Respondent is not satisfied with the decision rendered by the Grants & Procurement Coordinator, the Respondent shall have the right to appeal to the Finance Manager. The appeal of the Grants & Procurement Coordinator’s decision must be received in the office of the Finance Manager within five business days following receipt of the Grants & Procurement Coordinator’s decision. The Finance Manager will return a written decision to the Respondent presenting the appeal within five business days of receiving the appeal or protest.

**STEP THREE**

A Respondent shall have the right to seek further remedy should the decision of the Finance Manager not be acceptable to the Respondent. The Respondent shall provide a written appeal to the General Manager within five business days of receiving the decision of the Finance Manager. The General Manager within five business days shall review, with legal counsel, the Respondent’s written appeal and the Finance Manager’s written decision. The General Manager will return a written decision to the Respondent presenting the appeal within five business days. The decision of the General Manager is final.

**EXHIBIT C**

**DBE BIDDERS LIST – DBE AND SBE PROJECT**  
**2023-05 CLIMATE ACTION PLAN**

As required by 49 CFR Part 26.11, Jefferson Transit Authority is required to create and maintain a Bidders List of all firms Bidding on prime Contracts and Bidding or quoting subcontracts on U.S. Department of Transportation-assisted Contracts. To comply with this provision of the regulations, Jefferson Transit Authority requests the following information required by the FTA.

**This information is not used in determining Award of Contract or in evaluating your Bid or Proposal in any way. Providing this information is voluntary.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women’s Business Enterprises?

Yes  No

Is your firm a Small Business Enterprise (SBE) meeting the size requirements of 49 CFR Part 26.65 whereby average annual gross receipts for the previous three years do not exceed \$22.41 million (or as adjusted for inflation by the Secretary of USDOT)?

Yes  No

How long has your firm been in business? \_\_\_\_\_

Please check the box that describes your total (national) gross annual receipts:

- |  |  |
|--|--|
| <input type="checkbox"/> Less than \$500,000       | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000   | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> Greater than \$5,500,000  |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> Greater than \$5,500,000  |

**REQUEST FOR QUALIFICATION**

**ADDITIONAL REASONS / COMMENTS:**



**EXHIBIT D**

**JEFFERSON TRANSIT AUTHORITY SAMPLE AGREEMENT**

**SECTION 1 – Purpose**

To be determined after RFQ

**SECTION 2 – GENERAL REQUIREMENTS**

To be determined after RFQ

**SECTION 3 – SCOPE OF WORK**

To be determined after RFQ

**SECTION 4 – 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 Consultant 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 of work upon:       Transit Inspection/Sign-off Required

1. Consultant agrees to provide all work required by the scope of work and the other terms of the quotation for the agreement.
2. Consultant 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 Consultant 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 Consultant's invoices be contested the following shall apply:

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- 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.

**SECTION 5 – TERM OF AGREEMENT**

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

Under no circumstances shall the Consultant 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 Consultant 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 – INSURANCE & LIABILITY**

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

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

1. **Automobile Liability:** insurance with limits no less than \$1,000,000 USD combined single limit per accident for bodily injury and property damage.
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 Consultant, 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 (when applicable), as respects work performed by or on behalf of the Consultant 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 Consultant's underwriter(s).

The Consultant 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 QUALIFICATIONS:** Jefferson Transit Authority

**REQUEST FOR QUALIFICATION****SECTION 7 – PROVISIONS APPLICABLE IN ALL CONTRACTS**

1. **Standard of Care**: The Consultant 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 Consultant currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct those services not meeting such a standard.
2. **Prevailing Wage Requirements**. N/A
3. **Delegation and Subcontracting**: The Consultant's services are deemed personal and no portion of this Project may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of JTA.
4. **Independent Consultant**: The Consultant's services shall be furnished by the Consultant 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 Project is subject to review by any federal or state auditor. The 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 Consultant defaults by failing to perform any of the obligations of the Project, the JTA may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Project, and at JTA's option, obtain performance of the work elsewhere. If the Project is terminated for default, the Consultant shall not be entitled to receive any further payments under the Project. Any extra cost or damage to JTA resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant 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 Project in whole or in part whenever the JTA determines, in its sole discretion that such termination is in the interests of JTA. Whenever the Project is terminated in accordance with this paragraph, the JTA shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Project price for partially completed items of

**REQUEST FOR QUALIFICATION**

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 Consultant 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 Consultant shall provide the 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 Consultant that the JTA determines necessary to protect itself against loss or liability.
11. **Defense and Indemnity Agreement:** The Consultant 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 Consultant, 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 Consultant 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 Consultant 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. The 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 Consultant 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 Consultant 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

**REQUEST FOR QUALIFICATION**

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 Consultant and/or its sub-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 Consultant and/or its agents shall have no ownership or use rights in the work.
17. **Recovery of Payments to Consultant:** The right of the Consultant 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 Consultant fails, for any reason, to perform obligations required of it by this Agreement, the Consultant may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the Consultant 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 Consultant 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 Consultant employs the use of any subcontractors, the contract between the Consultant and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between JTA and the Consultant. The Consultant shall ensure 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 Consultant 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 Project 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 Consultant to the JTA's General Manager, and any notices to the Consultant shall be given to the person executing the Agreement on behalf of the Consultant at the address identified on the signature page.
23. **Severability:** If any term or condition of this Project 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 Project are declared severable.

24. **Waiver:** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement 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.

**SECTION 8 – SAMPLE AGREEMENT TO TERMS**

By signing this request, if it is accepted by JTA, the Consultant certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Qualification 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

**REQUEST FOR QUALIFICATION**

**ACCEPTANCE**

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

\_\_\_\_\_  
Signature

**Nicole Gauthier**  
\_\_\_\_\_  
Printed Name

Printed Name

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

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date