

Jefferson Transit Authority

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

No: 2024-01

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:	
01/02/2024		2024-01		Website Design	
DEPARTMENT:		RESPONSE DEADLINE (DATE/TIME):		CONTRACT ADMINISTRATOR	
Finance 0		01/19/2024		Jayme Brooke	
Revision:	Date:		Brief Description:		Contact:

JEFFERSON TRANSIT AUTHORITY

Request for Proposal for Website Design

RFP 2024-01

Address questions regarding this RFP to:

Jayme Brooke jbrooke@jeffersontransit.com 63 4 Corners Road Port Townsend, WA 98368 (360) 385-3020 ext. 110

SECTIC	DN 1 – PURPOSE	3
1.	Purpose	3
2.	Agency Background	3
SECTIC	DN 2 – GENERAL REQUIREMENTS	3
1.	Project Requirements	3
2.	Addenda to RFP	3
3.	Submittal of Proposals	3
4.	RFP Evaluation Schedule	4
5.	Procurement Protest Procedure	4
SECTIC	DN 3 – SCOPE OF WORK	5
1.	Required Qualifications of Consultant	5
2.	Jefferson Transit Responsibility	5
3.	Deliverables	6
4.	Proposal Requirements	6
5.	Approach	6
6.	Experience and Qualifications	7
7.	Project Organization and Staff	7
8.	References	7
9.	Price Proposal	7
10.	Declaration of Written Form	7
11.	Availability	7
12.	Other Information	7
SECTIC	ON 4 – EVALUATION CRITERIA	9
SECTIC	ON 5 – COMPENSATION & PAYMENT SCHEDULE1	1
SECTIC	DN 6 – TERM OF AGREEMENT 12	2
	DN 7 – INSURANCE & LIABILITY 12	
	ON 8 – PROVISIONS APPLICABLE TO ALL CONTACTS 1	
SECTIC	DN 9 – ACCEPTANCE CRITERIA 10	6
SECTIC	ON 10 – AGREEMENT TO TERMS 1	7

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 design and hosting services to revamp JTA's website.

2. AGENCY BACKGROUND:

JTA began revenue service in eastern Jefferson County in May 1981 and along the Pacific Coast in January 1995. JTA provides a variety of public transportation services that include fixed-route, route deviated, vanpool, ride-matching, with both regional and intercity bus connections. The most recent iteration of the JTA website was developed around 2012. JTA needs the ability to incorporate more modern technologies on its website. JTA's goal is to enhance its online presence, improve user experience, and align with its brand identity.

SECTION 2 – GENERAL REQUIREMENTS

- 1. **<u>PROJECT REQUIREMENTS</u>**: 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) Friday, January 19, 2024. 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):

Jayme Brooke 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 mailbox 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 mailbox immediately prior to the time of opening.

4. **<u>RFP EVALUATION SCHEDULE</u>**

The following timeline will be observed in evaluating proposals received:

January 02, 2024	RFP Issue Date
January 19, 2024	Proposals Due
February 09, 2024	Respondent Selection Complete
February 23, 2024	Anticipated Project Kickoff Date

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

Proposers 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.

SECTION 3 – SCOPE OF WORK

General goals for JTA's new website include:

- A robust Content Management System (CMS) for easy content updates and management
- New design and more modern look
 - Develop a visually appealing and intuitive website
 - Prioritize user experience with a focus on ease of navigation and accessibility
- Compliance with ADA regulations, including a translator
- Provide training for JTA team on using tools
- A method to integrate other third-party software/programs and social media with the website
- Provide for sourcing of website hosting and security
 - Maintain consistency with our existing brand guidelines and integrate brand identity into the new website
 - Responses should provide solutions for a brand refresh in the next year or two
- Implement modern features and functionalities such as:
 - "Latest News" tab
 - Analytics

٠

- Document Center
- Alert Center
- Email/Text sign up notifications
- Online forms
- Rotating event slider
- Calendar
- Staff Directory
- Optimize the website for speed and performance to ensure a seamless user experience
- Conduct testing, including cross-browser testing, to ensure compatibility and functionality across various platforms
- Coordinate the launch of the website and provide for post-launch support to address any immediate issues or concerns

1. <u>REQUIRED QUALIFICATIONS FOR CONSULTANT:</u>

- a. Demonstrated experience in designing and developing websites for transit agencies or similar organizations.
- b. Familiarity with the unique needs and challenges of the transit industry, including scheduling, route planning, and passenger information systems.
- c. In-depth knowledge of web accessibility standards (WCAG) and a commitment to designing websites that are inclusive and accessible to users with disabilities.
- d. Experience integrating real-time transit information, such as automated vehicle location, service alerts, and schedule updates, to provide riders with accurate and up-to-date information.
- e. Proven ability to collaborate effectively with diverse stakeholders, including transit agency staff, IT teams, and other relevant partners throughout the project lifecycle.

2. JEFFERSON TRANSIT REPONSIBILITY:

JTA will provide the respondent with an internal team, well-versed in the needs of the project, to attend check-in meetings, assist with public engagement, and provide feedback as the design progresses.

3. **DELIVERABLES:**

a. Project Initiation:

I. Project kickoff with initial project plan and timeline.

b. Design Phase:

- I. Visual design concepts, including wireframes and mockups.
- II. Finalized design with JTA approval.

c. Website Development:

- I. Fully developed website
- II. Content Management System implementation
- III. Functional features (e.g., route planning, service alerts)

d. Content Development:

- I. Revised or new content as agreed upon with the project team.
- II. Multimedia elements (images, videos) integration.

e. Testing and Quality Assurance:

- I. Testing protocols and documentation.
- II. Bug reports and fixes.
- III. Cross-browser compatibility verification.
- IV. Performance optimization.
- f. Launch Phase: Coordinated launch plan, with post launch support to address and resolve any immediate issues.

g. Support and Documentation:

- I. Periodic updates and security patching
- II. Documentation of website's architecture
- III. Maintenance guidelines for internal team
- IV. Sample copy of Service Level Agreement (SLA)

4. **<u>PROPOSAL REQUIREMENTS</u>**: 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. **<u>APPROACH</u>**: Each proposal shall contain the following items.

The proposal shall contain a description of how the firm will provide the required website design 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.

REQUEST FOR PROPOSAL: Jefferson Transit Authority

Respondents 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 respondent'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 website design experience with agencies of a similar size to JTA as well as a demonstrated knowledge of public sector website needs. The proposal shall also include resumes and a description of specific 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 Contractor.

7. PROJECT ORGANIZATION AND STAFF:

The respondent shall submit a project staff chart clearly identifying the project manager and key personnel associated with conducting the required Scope of Work. Respondent 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 respondent.

8. **<u>REFERENCES:</u>**

The proposal shall list a minimum of three (3) references from transit agencies. Please also include one Local Government Agency that has implemented the respondent's services in the past year, a Transit Agency that has been a client for at least four years and a Transit Agency serving a population of between 10,000 and 30,000 residents.

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:

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

Respondent shall disclose all clients that are governmental agencies located in the 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.

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 respondent's philosophy of doing business and its relationship to clients; and

REQUEST FOR PROPOSAL: Jefferson Transit Authority

b. A description of the respondent'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

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 the firm's experience in assisting: private organizations, public transit agencies and non-public transit agencies to develop websites that provide a seamless experience to visitors
- 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, logical methodology for entire project from kickoff through implementation.

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 respondent can complete the project.

2. Provide reasonable contract start date.

Jefferson Tran	nsit Authority	/
REQUEST	FOR PRO	POSAL

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 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 of work upon: Transit Inspection/Sign-off Required			
1. Respondent agrees to provide all work required by the scope of work and the other terms of the quotation for the agreement.			
2. Respondent to separate Scope of Work speciation'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.			
 JTA reserves the right to request related documents (i.e., receipts, statements etc.) and any other proof of expenses and costs incurred by the 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 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.

SECTION 6 – Term of Agreement

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

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

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

The 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 respondent to be Insured (Check if required)

If insurance is required, the 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 form or in connection with the performance of the work hereunder by the respondent, their agents, representatives, employees, or subcontractors. The respondent shall provide a Certificate of Insurance clearly indicating the following:

- 1. Automobile Liability: N/A
- 2. Commercial General: N/A
- 3. <u>Professional Liability:</u> 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 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 respondent's underwriter(s).

The 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 8 – Provisions Applicable to All Contacts

- 1. <u>Standard of Care</u>: The 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 respondent shall, without additional compensation, correct those services not meeting such a standard.
- 2. Prevailing Wage Requirements: N/A
- 3. <u>Delegation and Subcontracting</u>: The 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. <u>Independent Contractor</u>: The respondent's services shall be furnished by the respondent as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.
- 5. <u>Regulations and Requirements</u>: This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
- 6. <u>Right to Review</u>: 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. <u>Modifications</u>: Either party may request changes in the Agreement. All agreed modifications shall be in writing, signed by each of the parties.
- 8. <u>Termination for Default</u>: If the respondent defaults by failing to perform any of the obligations of the Contract, JTA may, by depositing written notice to the 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 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 respondent. The 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. <u>Termination for Public Convenience</u>: 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 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. <u>Termination Procedure</u>: The following provisions apply if this Agreement is terminated:
 - a. The 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 respondent shall provide JTA with an accounting of authorized services provided through the effective date of termination.

REQUEST FOR PROPOSAL: Jefferson Transit Authority

- c. If the Agreement has been terminated for default, JTA may withhold a sum from the final payment to the respondent that JTA determines necessary to protect itself against loss or liability.
- 11. Defense and Indemnity Agreement: The 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 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 this contract, except as expressly provided herein.
- 12. <u>Venue and Choice of Law</u>: 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. <u>Rights and Remedies</u>: 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. <u>Disputes</u>: Differences between the 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 JTA's General Manager for resolution. The 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 review. Pending final decision of the dispute, the 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 respondent requests arbitration as provided in paragraph 8.15, below.
- 15. <u>Arbitration</u>: 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. <u>Ownership of Items Produced</u>: All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the respondent and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of

REQUEST FOR PROPOSAL

JTA and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and respondent and/or its agents shall have no ownership or use rights in the work.

- 17. <u>Recovery of Payments to Respondent</u>: The right of the 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 respondent fails, for any reason, to perform obligations required of it by this Agreement, the respondent may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the 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 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 respondent employs the use of any subcontractors, the contract between the respondent and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between JTA and the respondent. The respondent shall insure that in all subcontracts entered, 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 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 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 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.

SECTION 9 – Acceptance Criteria

- 1. All Proposals will be evaluated based on current JTA procurement policy (available online at <u>www.jeffersontransit.com</u>), and up past JTA experience with responding Contractors, where applicable.
- 2. JTA reserves the right to Award all Work Bid according to the lowest qualified responsive 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 Authority Board. JTA reserves the discretion to waive the bid if the Authority Board does not approve.
- 4. 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.
- 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 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.
- 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. 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 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 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/netdays.

CHECK ONE: DINDIVIDUAL DPARTNERSHIP 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	
Nicole Gauthier			
Printed Name		Printed Name	
General Manager			
Title	Date	Title	Date