

790 E Johns Prairie Rd  
Shelton, WA 98584  
Phone: 360.426.9434  
www.masontransit.org



# REQUEST FOR PROPOSALS

## Comprehensive Service Analysis

### RFP #2017-01

Release Date: September 20, 2017

#### QUESTION SUBMITTAL DEADLINE:

Date: October 6, 2017

Time: 5:00 PM

Submit by letter or email to Procurement Contact

#### SUBMISSION DEADLINE:

Date: **October 20, 2017**

Time: **NO LATER THAN 2:00 PM**

Location: Mason Transit Authority Administration Office

790 E Johns Prairie Rd

Shelton, WA 98584

#### CONTACT:

Mike Ringgenberg

Mason Transit Authority

790 E Johns Prairie Rd

Shelton, WA 98584 Direct Line: (360) 432-5733

Email: [mringgenberg@masontransit.org](mailto:mringgenberg@masontransit.org)

Website: [www.masontransit.org](http://www.masontransit.org)

Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the Bid.

Mason Transit Authority, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Mason Transit Authority reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

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## **Section 1: RFP Introduction**

### **1.1 Introduction**

Mason Transit Authority (MTA) is soliciting proposals from qualified firms to provide a Comprehensive Service Study of Mason Transit Authority's existing deviated fixed route network, General Dial-a-Ride and Link (Dial-a-Ride zone route) services and make recommendations for improvements and efficiencies that can be made in the short term and incorporated into a strategic plan for long-range goals.

All work associated with this Request for Proposal (RFP) shall be executed under a single one (1) year Contract.

This document outlines information necessary to understand the documentation required to submit proposals for this project and the Contractor selection process. As used herein, the term "Transit" means Mason Transit Authority and "Contractor" means the Proposer chosen to complete the project.

### **1.2 Advertising**

Advertised in: Daily Journal of Commerce

OMWBE

Mason Transit Authority website: [www.Masontransit.org](http://www.Masontransit.org)

### **1.3 Proposed Procurement Schedule**

The following is the intended schedule for vendor selection:

ACTIVITY	DATE
Release of RFP	September 20, 2017
Last Day for Questions and Clarifications	October 6, 2017
MTA Answers Due	October 13, 2017
Proposals Due Date	<b>NO LATER THAN 2:00 PM October 20, 2017</b>
Evaluations Complete	October 27, 2017
Interviews (if necessary)	November 6 and 7, between 8am and 2pm
Board Award	November 21, 2017

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#### 1.4 Contact Information

Until this contract is awarded, all communication regarding this solicitation should be directed to:

Mike Ringgenberg  
790 E Johns Prairie Rd  
Shelton, WA 98584  
Phone: (360) 432-5733  
E-Mail: [mringgenberg@masontransit.org](mailto:mringgenberg@masontransit.org)

#### 1.5 Requests for Information (RFI), Communications and Addenda

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the above listed contact are advised that such material is used at the Proposer's own risk. Mason Transit Authority will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. **This process will be the only opportunity for Proposers to ask questions. Mason Transit Authority staff will not answer questions regarding this RFP verbally. All questions must be submitted in writing, via USPS, email or fax.**

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing received by 5:00 PM on October 6, 2017 to be considered in an Addendum. Written inquires shall be directed to Mason Transit Authority, using the contact information listed above, via USPS or email.

**END OF SECTION 1**

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## **Section 2: Instructions to Proposers**

Mason Transit Authority is a public transportation benefit authority (PTBA) with administrative offices located at 790 E Johns Prairie Rd, Shelton, WA 98584. Proposals are being solicited from qualified firms, hereinafter referred to as the Contractor, to provide a Comprehensive Service study for improved efficiency and effectiveness on its deviated fixed route network, General Dial-a-Ride and Link (Dial-a-Ride zone route) services. Copies of the Request for Proposals may be obtained by contacting Mike Ringgenberg at [mringgenberg@masontransit.org](mailto:mringgenberg@masontransit.org) or via MTA's website <http://www.masontransit.org>. Proposers downloading the RFP from the website must contact Mike Ringgenberg at the email above to be placed on the Planholders' list to receive addenda/clarifications automatically.

### **2.1 Proposal Due Date**

Mailed, couriered or hand-delivered sealed proposals will be accepted at Mason Transit Authority's Main Administration Office, Reception desk **NO LATER THAN 2:00 PM**, on October 20, 2017 and must be addressed as **Comprehensive Service Analysis RFP MTA #2017-01 to Mike Ringgenberg, Mason Transit Authority, 790 E Johns Prairie Rd Shelton, WA 98584**. Late proposals will be rejected and returned to the Proposer unopened after that time. Faxed or emailed proposals will NOT be accepted.

Mason Transit Authority may refuse to consider a Proposer who it determines to have an unsatisfactory record of performance and/or integrity in connection with the proposal/bidding or performance phase of any previous contract.

Proposals will not be publicly opened and the information contained in all proposals will be kept strictly confidential until a Contract is fully executed.

### **2.3 Planholders' List:**

It is recommended that Proposers notify Mike Ringgenberg of their intent to submit a proposal and register with Mason Transit Authority's Planholders' List in order to receive electronic notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on MTA's website at <http://www.masontransit.org> during the Proposal period and before submitting your Proposal.

All submitted proposals and attachments become the property of MTA and shall remain in effect for at least ninety (90) days after Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any addenda and all attachments.

### **2.5 Payment**

Mason Transit Authority is a public agency. MTA cannot pay for services or materials that have not been received. Therefore, we cannot provide a deposit or advance payment for materials.

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At the execution of the contract MTA will issue a contract for the full value of the project. Payments will be made against that total upon successful completion and acceptance of the total or a portion of the work and receipt of an invoice from the Contractor.

All payments to Contractor shall be remitted by US mail.  
Invoices shall be mailed to:

Mason Transit Authority  
Attn: Finance Department  
790 E Johns Prairie Rd  
Shelton, WA 98584

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by MTA of any claims, rights, or remedies it may have against the Contractor under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by MTA of any failure or fault of the Contractor to satisfactorily perform the services as required under this Contract.

## **2.6 Disadvantaged Business Enterprise**

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBEs seeking to participate in federally-assisted contracts. MTA promotes equal employment opportunity and maximum practicable opportunity participation by DBE certified by the State of Washington office of Minority and Women-Owned Business Enterprises in its Contracts. MTA's DBE Policy and Goal may be found at [www.masontransit.org/business/procurement](http://www.masontransit.org/business/procurement).

## **2.7 Title VI**

It is the policy of Mason Transit Authority to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities.

## **2.8 General Information for Proposers**

Proposers must be fully insured and registered to conduct business in the State of Washington and licensed for business in their state of residence. Policies of insurance, as outlined in the Agreement shall be obtained and kept in force for the duration of the Contract.

By submitting a Proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFP. Failure to include any of requested information and properly completed forms and documents may be cause for immediate rejection of the proposal.

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Except as otherwise provided for herein, Proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or that are not in conformance with the law, may be rejected as non-responsive.

MTA reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award based on the “best value” for the agency.

In consideration for MTA’s review and evaluation of its proposal, the Proposer waives and releases any claims against MTA arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation of proposals submitted in response to this solicitation.

If MTA determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered. MTA’s determination shall be final.

MTA may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.

## **2.9 Cancellation or Extension**

MTA reserves the right to cancel this solicitation or extend the Proposal Due Date and time, by written Addendum, at any time *prior to* the set Proposal Due Date and time, or in the event only a single proposal or no proposals are received. If a Proposer pursues a protest or a request for reconsideration, its proposal is deemed extended until MTA executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

## **2.10 Modifications**

Proposers will not be allowed to alter proposals *after* the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by MTA *before* the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its proposal *after* it has been submitted pursuant to the terms of this solicitation.

## **2.11 Withdrawal**

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any proposal not so



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timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide MTA the services described herein, or until one or more of the proposals have been approved by MTA, whichever occurs first.

### **2.12 Award**

Mason Transit Authority reserves the right to make award within ninety (90) calendar days from the Proposal Due Date. Should award, in whole or part, be delayed beyond the period of ninety (90) days, such award shall be conditioned upon Proposer's acceptance.

Submitted Proposals shall be conclusive evidence to MTA that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof, work site, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof. MTA will not be responsible for any costs incurred by Proposers in preparing, submitting, or presenting their response to this RFP.

All proposals and submissions become the property of MTA and are subject to public disclosure, unless certain provisions as described in Section 5 pertain.

### **2.13 Validity of a Protest**

Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with this Proposal process. Accordingly, the protest cannot be associated with, or challenge the recommendations of, MTA staff or its Evaluation Committee. A protest can only be put forth that MTA staff did not follow their own policies or procedures that govern procurement and, accordingly, a Proposer was unfairly treated. The protest cannot challenge MTA staff or the Evaluation Committee's recommendation of a potentially successful Proposer. A copy of MTA's Appeals and Protest procedures is provided as Attachment D.

### **2.14 Non-Submittal/No Bid**

If you determine not to submit a Proposal in response to this RFP, MTA would appreciate your completing and returning the "No Bid Form" (See Attachment C). Please state the reason why a proposal could not be submitted at this time. Information gathered will provide insight into how we can improve our process, conditions, or specifications to reach our goal of creating a competitive, level playing field for all potential Proposers. The "No Bid Form" may be sent via USPS or email.

**END OF SECTION 2**

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## **Section 3: General Scope of Work and Deliverables**

### **3.1 Background**

Mason Transit Authority is a small rural public transit system with diverse services in Mason County, Washington, serving a population of over 62,000 residents over 1,051 square miles. The current operational structure includes deviated fixed route (10 routes) general Dial-A-Ride, Link (Dial-A-Ride zone) route as well as commuter programs with a fleet of 14 fixed route buses, 24 cutaway buses and 4 Worker/Driver buses.

Mason Transit Authority connects with four area transit systems providing regional connections and access to Intercity Transit, Grays Harbor Transit, Jefferson Transit and Kitsap Transit. Additionally, connections to the Washington State Ferry, Kitsap Fast Ferry, AMTRAK and Greyhound services can be made.

The purpose of this project is to review Mason Transit Authority's current system design with a fresh and innovative perspective. To accomplish this, a planning and community involvement effort will be required to help us understand the efficiency and effectiveness of the current system. In addition, this planning and public involvement effort will result in a service plan that will meet Mason Transit Authority's service standards, improve mobility, and be fiscally sustainable.

To accomplish this work, we are seeking consultant assistance to work with Mason Transit Authority staff to review and collect data on current services and ridership patterns; review the current service structure; recommend route structures based on the desire to simplify and improve transit rider experience and increase ridership; conduct Mason Transit Authority public involvement activities; provide performance measures for future analysis of services; and assist in developing a service plan that will be incorporated into Mason Transit Authority's future Strategic Plan.

This project represents an opportunity for Mason Transit Authority to re-evaluate its service design and route structure and to incorporate innovative and more effective service delivery concepts, rethink the bus and passenger transferring design, and assess how Mason County's changing transit markets can be better served. This project also provides Mason Transit Authority the opportunity to carefully assess the transit service needs at key activity centers, new areas of demand, major employment sites, and to employ efficient service design concepts to further Mason Transit Authority's limited operating resources.

The Contractor will work closely with staff and the Contractor will be expected to gain firsthand knowledge of operations through field observations to familiarize them with the service and customers as well as identify problems and opportunities.

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### 3.2 Requirements

Mason Transit Authority requests proposals to provide a comprehensive service analysis of its existing deviated fixed route, General Dial-A-Ride and Link (Dial-a-Ride zone route) services in accordance with the following scope of work:

The following is a list of specific tasks that shall be accomplished as part of the work for this project. The selected Contractor shall follow industry standards and best practices, and complete all work necessary to produce a fully functional solution that meets the requirements of the Contract documents. The following is meant to demonstrate the expectations of Mason Transit Authority and is not to be considered an all-inclusive list of the work required for this project. The Scope of Work may change slightly based on a review of project objectives.

Contractor shall perform a comprehensive analysis of existing Mason Transit Authority services. The purpose of this effort is to assess the strengths and weaknesses of the current network. Specifically, this would include an analysis of route ridership trends, route segment performance, relationship to other routes, comparison of route performance, identification of strong and potential generators along the route, recommendations for changes to the route that will improve performance and/or ridership. This task will also include an analysis of Mason Transit Authority's timed-transfer system. Issues to be examined include scheduling effectiveness (i.e. reliability of transfers, waiting time, connections, etc.), routing problems, impact on real and perceived convenience of bus service, and potential service improvements. Information needs will be coordinated with Mason Transit Authority staff who assist in providing data currently track.

#### Project Objectives:

- Analyze the current performance, efficiency and effectiveness of the system and provide recommendations for improvements. Proposed improvements should be based on performance measures and must be specific and quantitative, identifying changes in route frequency, running time, alignment and other operational inputs designed to improve ridership, service efficiency and effectiveness.
- Review all the existing routes and services including but not limited to design, running times, time points and both passenger and operator schedules to determine operational efficiency.
- Identify the existing and potential markets for all public transportation services to help increase ridership. Make recommendations for more attractive service to choice riders.
- Improve integration of all services provided by Mason Transit Authority including DAR, Link and connections with other transit providers.
- Delineate areas where there is likely demand for new service, with recommendations of routes, schedules and type of equipment needed to operate the service.
- Develop recommendations to address the following areas, including but not limited to:

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- Realignment of existing services
  - New routes and services
  - Discontinuation of non-productive routes or services
  - Customer service and transit use information available
  - Accessibility to services by the community
  - Technology
  - Regional connectivity
  - Implementation plan of recommended changes.
  - Review and evaluate the current route run cutting process and make recommendations for improvements.
  - Conduct driver and staff meetings and community outreach for input.

### **3.3 Specific Tasks**

#### **3.31 Project Management**

The consultant/project manager is charged with keeping the consultant project team on schedule, within budget, and on scope. This will require constant communication with all parties and ongoing coordination with team members. The project manager will be responsible for assigning tasks to members of the consultant team, keeping meeting minutes, distributing consultant team documents and presentations and providing a single point of contact between Mason Transit Authority and the consultant team.

The consultant team will draft, for approval, a detailed project schedule including milestones for each task and subtask involved in completing the project and the specified due dates for the Tasks and Deliverables. Mason Transit Authority's Project Manager will approve this schedule within 15 days of Notice to Proceed (NTP). A major deliverables list (MDL) will also be compiled and be updated on a monthly basis.

Through completion of the project the project manager will meet with Mason Transit Authority staff to provide a status report, and give staff an opportunity to give direction and feedback to the consultant team. In addition, Mason Transit Authority staff envisions monthly update meetings to its Executive Team and/or Leadership Team as necessary and may be required to present progress reports and information to the Mason Transit Authority Board meeting or other key stakeholder groups.

#### **3.32 Transfer Matrices**

Transfer analyses help determine the origins, destinations and travel patterns of existing riders. This information is a valuable tool when designing new routes and when determining the interlining potential of existing services. The consultant team will be provided with existing information such as passenger counts and rider surveys.

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### **3.33 Analysis of Existing Service**

The consultant team will provide a detailed evaluation of Mason Transit Authority's services. In conducting this service evaluation, consultant team members will thoroughly examine issues relating to current route design, planning and scheduling practices, Dial-a-Ride and Link design and scheduling. Transfer convenience will be reviewed as well as span of service, and other passenger convenience issues.

This task will culminate in a complete picture of operating issues, current and future transit markets, and service deficiencies. A comprehensive report of the present Mason Transit Authority's services will be drafted at this point. The evaluation will include individual route profiles, an assessment of strengths and weaknesses of each route regarding service issues, scheduling of demand services and intermodal access including feeder access if applicable.

### **3.34 Service Implementation**

The consultant team will prepare recommendations for implementing phased in service improvements. The service recommendations will consist of specific route and service level revisions for Mason Transit Authority fixed routes. The consultant team with Mason Transit Authority staff will identify measures that improve existing routes to better serve market trends. Also essential to this task is Mason Transit Authority's desire to improve the customer experience while using the bus system including reducing travel times, minimizing bus transfers, and improving accessibility of the system. Recommendations for improving General Dial-A-Ride and Link Service should also be included in the report.

The consultant team will present the service implementation recommendations to the Mason Transit Authority Executive Team and if requested to the Mason Transit Authority Board. After receiving input from the consultant team and the community, Mason Transit Authority staff will provide comments on the recommendations and will work with the consultant team to develop the final service implementation plan.

The consultant team will also recommend small-scale, near-term service implementation steps that could be implemented quickly. These steps would be financed through future funding sources identified in annual revenue and expenditure forecasts. Changes could include route and schedule adjustments, service increases, and improved schedule efficiencies.

### **3.35 Community Outreach Effort**

The Consultant will undertake a community outreach effort to engage the public in this planning effort. Community feedback on the current service network and

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potential efficiency improvements will provide guidance and direction to the planning effort. Numerous avenues for community involvement will be considered, and Mason Transit Authority staff will provide the consultant team with community information and previous outreach sessions as background for developing the community outreach effort. Community forums, service design charrettes, neighborhood association meetings, service organizations meetings, and other methods to reach out to the community at large may be included. Mason Transit Authority envisions that the public outreach efforts will reach the transit riders and non-transit riders with enough saturation that the needs of the community can be assessed and plans can be derived from the outreach process.

Members of the consultant team will be required to attend along with Mason Transit Authority staff at all public meetings. The consultant team will be responsible for generating the community involvement materials.

As part of its work effort the consultant team will be asked to provide expertise, materials, maps, boards, graphics and coordination support for all the public involvement activities throughout the life of this contract. This includes making appropriate changes in the short and long-range service alternatives in response to public feedback received during the public/stakeholder outreach process.

## **END SECTION 3**

## **Section 4: Sample Agreement**

<b>MASON TRANSIT AUTHORITY STANDARD TERMS &amp; CONDITIONS FOR PROFESSIONAL SERVICES</b>	<b>CONSULTANT/ADDRESS/PHONE Company Address City, WA 98XXX</b>
CONTRACT NUMBER: <b>MTA# 2017-01</b>	
FEDERAL ID NO. or S.S. NO. on file:	
START DATE:	DBE GOAL (if required): N/A
COMPLETION DATE:	NOT-TO-EXCEED AMOUNT: \$ <b>for professional services</b>

THIS AGREEMENT is made and entered into in duplicate this (date) day of (month), 2017 by and between MASON TRANSIT AUTHORITY, a Washington municipal corporation, hereinafter referred to as "TRANSIT", and (Company Name), hereinafter referred to as "CONSULTANT."

### **1. DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of that described in the heading of this AGREEMENT under DESCRIPTION OF WORK. The Scope of Work necessary to accomplish the completed work for the PROJECT is specified in Section 2 herein. CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in Section 2, Scope of Work.

### **2. SCOPE OF WORK**

The Scope of Work and level of effort for the PROJECT is described in Exhibit A hereto.

### **3. GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by Mason Transit Authority. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through TRANSIT.

CONSULTANT shall attend coordination, progress and presentation meetings with TRANSIT or such Federal, Community, State, City or County officials, groups or individuals as may be requested by TRANSIT. TRANSIT will provide CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between TRANSIT and CONSULTANT and shown in the Scope of Work attached hereto and made part of this AGREEMENT. Goals for Disadvantaged Business Enterprises (DBE), if required, shall be shown in the heading of this AGREEMENT.

All reports, materials, and other data, furnished to CONSULTANT by TRANSIT shall be returned. All designs, drawings, specifications, documents and other work products prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of TRANSIT. Reuse by TRANSIT or by others acting through or on behalf of TRANSIT of any such instruments of service, not occurring as a part of the PROJECT, shall be without liability or legal exposure to CONSULTANT.

### **4. TIME FOR BEGINNING AND COMPLETION**

CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by TRANSIT. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under COMPLETION DATE.

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The established completion time shall not be extended without the written authorization of TRANSIT for delays attributable to CONSULTANT, but shall be extended by TRANSIT, in the event of a delay attributable to TRANSIT, or because of unavoidable delays caused by Force Majeure or governmental actions or other conditions beyond the control of CONSULTANT. A prior supplemental AGREEMENT issued by TRANSIT is required to extend the established completion time.

## **5. PAYMENT**

CONSULTANT shall be paid by TRANSIT for completed work and services rendered under this AGREEMENT as described in Exhibit B hereto. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 2. CONSULTANT shall prepare a progress report if requested by TRANSIT, in a form approved by TRANSIT that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. CONSULTANT shall conform to all applicable portions of 48 CFR, Federal Acquisition Regulations (FAR) Part 31, Contract Cost Principles and Procedures.

## **6. SUBCONTRACTING**

CONSULTANT shall not assign its performance under this AGREEMENT or any portion of this AGREEMENT without the written consent of TRANSIT, and it is further agreed that said consent must be sought in writing by CONSULTANT not less than seven days prior to the date of any proposed assignment. TRANSIT reserves the right to reject any such assignment without cause.

TRANSIT permits subcontracts for those items of work as shown in the Scope of Work. The parties understand that subconsultants may be added or deleted during the course of this AGREEMENT. All terms, conditions, covenants and performances contained herein shall be required of the subconsultant and made part of any subconsultant agreement.

## **7. KEY PERSONNEL**

TRANSIT has requested specific key personnel for Project Manager for consultant services as per Scope of Work. **(Company)** will perform this role, and such key personnel will not be changed or substituted without written approval of TRANSIT, which approval shall not be unreasonably withheld.

## **8. CONSULTANT RESPONSIBILITY FOR QUALITY**

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this AGREEMENT. CONSULTANT shall be liable for TRANSIT costs resulting from errors or deficiencies attributable to CONSULTANT's negligence in designs furnished under this contract. Therefore, when a modification to this AGREEMENT is required because of an error or deficiency in their services provided under this contract, TRANSIT shall consider the extent to which CONSULTANT may be reasonably liable. TRANSIT shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved is otherwise in TRANSIT's interest.

## **9. MISCELLANEOUS COMPLIANCE PROVISIONS**

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

### **COMPLIANCE WITH REGULATIONS:**

CONSULTANT shall comply with the Federal Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the DOT, Title 49, CFR, Part 21 and Part 26, as the Regulations may be amended from time to time. CONSULTANT shall comply with the American Disabilities Act of 1992, as amended.

### **NONDISCRIMINATION:**

CONSULTANT, with regard to the work performed by it under this AGREEMENT, shall not discriminate on the grounds of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this AGREEMENT covers a program set forth in Appendix II of the Regulations.



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## **10. TERMINATION OF AGREEMENT**

TRANSIT may terminate this AGREEMENT in whole or in part, for (i) convenience or (ii) because of the failure of CONSULTANT to fulfill its obligations. TRANSIT shall terminate this AGREEMENT by delivering to CONSULTANT a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, CONSULTANT shall (1) immediately discontinue all services (unless the notice directs otherwise), and (2) deliver to TRANSIT all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this AGREEMENT, whether completed or in process.

If the termination is for the convenience of TRANSIT, TRANSIT shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of CONSULTANT to fulfill its obligations under this agreement, TRANSIT may complete the work by contract or otherwise and CONSULTANT shall be liable for any additional cost and administrative or legal fees incurred by TRANSIT.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of TRANSIT.

## **11. CHANGES OF WORK**

CONSULTANT shall make such changes and revisions in the completion of the work required by this AGREEMENT as necessary to correct errors appearing therein, when required to do so by TRANSIT, without additional compensation thereof. Should TRANSIT find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, CONSULTANT shall make such revisions as directed by TRANSIT. This work shall be considered as Extra Work and will be paid for as herein provided under Section 12.

## **12. EXTRA WORK**

TRANSIT may at any time, by written order, make changes within the general scope of this AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT or otherwise affects any other terms or conditions of this AGREEMENT, TRANSIT shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this section within 30 days from the date of receipt of the written order. However, if TRANSIT decides that the facts justify it, TRANSIT may receive and act upon a claim submitted before final payment of the fees due CONSULTANT under this AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse CONSULTANT from proceeding with the work required by this AGREEMENT as changed.

Notwithstanding anything seemingly to the contrary in this section or any other provision of this AGREEMENT, the maximum amount payable for CONSULTANT work under this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

## **13. ENDORSEMENT OF PLANS**

CONSULTANT shall place its endorsement on all plans, estimates or any other data furnished by it.

## **14. NOTIFICATION OF DELAY**

CONSULTANT shall notify TRANSIT as soon as CONSULTANT has, or should have, knowledge that an event has occurred, which will delay completion of CONSULTANT work under this AGREEMENT. Within five (5) calendar days, CONSULTANT shall confirm such notice in writing, furnishing as much detail as possible.

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## 15. DISPUTES

Any dispute arising under this AGREEMENT between CONSULTANT and TRANSIT shall be referred for resolution to the General Manager, whose decision in the matter shall be final and binding on the parties, provided however, that if an action is brought challenging the General Manager's decision, that decision shall be subject to de novo judicial review, but only if the action is brought within 14 days from the date the decision was mailed to CONSULTANT.

## 16. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in Mason County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in Mason County.

## 17. LEGAL RELATIONS AND INSURANCE

CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

CONSULTANT shall indemnify and hold TRANSIT, and its officers, employees and agents harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require CONSULTANT to indemnify TRANSIT against and hold harmless TRANSIT from claims, demands or suits based solely upon the conduct of TRANSIT, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) CONSULTANT's agents or employees and (b) TRANSIT, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to TRANSIT of defending such claims and suits, etc. shall be valid and enforceable only to the extent of CONSULTANT's negligence or the negligence of CONSULTANT's agents or employees.

CONSULTANT's relation to TRANSIT shall be at all times as an independent contractor.

CONSULTANT specifically assumes potential liability for actions brought by CONSULTANT's own employees against TRANSIT and, solely for the purpose of this indemnification and defense, CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in this AGREEMENT, TRANSIT shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, CONSULTANT shall provide on-call assistance to TRANSIT during contract administration. By providing such assistance, CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

## INSURANCE COVERAGE

CONSULTANT shall obtain and keep in force during the full term of this AGREEMENT the following insurance coverage's or as otherwise specified in writing by TRANSIT and attached hereto:

Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all CONSULTANT's employees who perform under this AGREEMENT.

Comprehensive Auto Liability Insurance on all vehicles used in connection with this AGREEMENT whether owned, non-owned, or hired; with limits for bodily injury or death not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.

**Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate.** A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within two (2) week after the execution of this

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AGREEMENT. CONSULTANT's insurer shall agree to give TRANSIT thirty - (30) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve CONSULTANT from liability in excess of such coverage. TRANSIT shall be specifically included as an additional insured in the insurance coverage required by this section. Notwithstanding, TRANSIT reserves all claims or rights of action against CONSULTANT as if TRANSIT were not named in the subject policy or policies.

**18. COMPLETE AGREEMENT**

The parties agree that this AGREEMENT is the complete expression of parties' agreement with the subject matter hereof and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this AGREEMENT shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this AGREEMENT. It is also agreed by the parties that the exoneration of the nonperformance of any provision of this AGREEMENT does not constitute a waiver of the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein above written.

**MASON TRANSIT AUTHORITY**

**CONSULTANT**

By: \_\_\_\_\_  
Danette Brannin  
General Manager

By: \_\_\_\_\_  
Name  
Title

Address: 790 E Johns Prairie Rd  
Shelton, WA 98584

Address:

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

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

**END OF SAMPLE AGREEMENT**

## **Section 5: Evaluation**

The successful proposal will be selected using a weighted criteria evaluation. The award of the contract will be based on certain objective and subjective considerations listed below. Criteria are listed in the order of importance:

- 1. Firms Experience and Qualifications**
- 2. Project Understanding and Approach**
- 3. Proposed Cost**
- 4. Key Personnel Experience and Qualifications**

An evaluation committee of qualified Mason Transit Authority staff or other persons selected by Mason Transit Authority will conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. evaluation criteria 1, 2, 3, 4). After ranking the proposals, the Mason Transit Authority committee may make an award based on the information contained within the proposal.

If necessary, Proposers falling into the competitive range may be invited to participate in an interview with the Evaluation Committee to discuss all aspects of the proposal. After the interviews, Mason Transit Authority may ask for Best and Final Offers (BAFO). In this event, each proposer in the competitive range will be afforded the opportunity to amend their Proposal and submit their BAFO. These BAFO's will be evaluated by the Committee and the highest scoring proposal shall be recommended to the Mason Transit Authority Board for award.

Mason Transit Authority may require visits of our facilities or demonstrations of product by Contractors, as part of the evaluation process.

Mason Transit Authority reserves the right, before awarding the contract, to require a Proposer to submit evidence of its qualifications, as Mason Transit Authority deems necessary. In addition, Mason Transit Authority may consider any evidence available of financial, technical and other qualifications and capabilities; including performance experience with past and present users.

Mason Transit Authority reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

Mason Transit Authority reserves the right to award the contract to that Proposer who will best serve the interest of Mason Transit Authority. Mason Transit Authority reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. Mason Transit Authority also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Mason Transit Authority uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criterion, from each proposer.

**END OF SECTION 5**

## **Section 6: Proposal as Public Records**

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Mason Transit Authority will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by Mason Transit Authority *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.

If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the proposal. It is not usually reasonable or legally defensible to mark an entire proposal as “confidential” or “proprietary”. Marking the entire proposal as such will not be honored and the proposal may be rejected as non-responsive. Mason Transit Authority shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. If a member of the public demands to review portions of a proposal marked “Confidential”, Mason Transit Authority will notify the affected Proposer of the request and the date that such records will be released unless the Proposer obtains a court order enjoining that disclosure.

It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within five (5) calendar days after receipt of the notice, Mason Transit Authority will make the requested portions available to the Requestor. The Proposer, asserting that portions of its proposal are legally protected, will assume all liability and responsibility for any information declared confidential and shall defend and hold Mason Transit Authority harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Mason Transit Authority assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section.

**END OF SECTION 6**

## **Section 7: General Provisions**

These General Provisions are complementary to the Contract which is required to properly define and delineate the responsibilities and rights of the parties to this Contract.

### **7.1 Conflicts of Interest**

**Current and Former Employees:** Mason Transit Authority seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Mason Transit Authority employees in transactions with Mason Transit Authority. Consistent with this policy, no current or former Mason Transit Authority employee may contract with, influence, advocate, advise, or consult with a third party about a Mason Transit Authority transaction, or assist with preparation of bids submitted to Mason Transit Authority while employed by Mason Transit Authority or after leaving Mason Transit Authority's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Mason Transit Authority employee.

#### **Organizational Conflicts of Interest**

An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Mason Transit Authority; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. Mason Transit Authority will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Mason Transit Authority may prohibit the contractor and any of its subcontractors from participating in such related procurements/projects.

### **7.2 Debarment and Suspension**

Contractor must not be debarred or suspended in order to conduct business with Mason Transit Authority. Upon the Proposal Due Date and for the full duration of the Contract, the Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be 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 below.

Within a three (3) year period preceding this proposal, Contractor shall not have 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; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify Mason Transit Authority immediately of circumstances which made the original certification no longer valid, Mason Transit Authority may immediately terminate the Contract.

### **7.3 Defective Materials or Services**

When and as often as Mason Transit Authority determines that the products or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, Mason Transit Authority may give written notice and description of such non-compliance to the Contractor. Within seven (7)

calendar days of receiving such written notification, Contractor must supply Mason Transit Authority with a written detailed plan of action that indicates the time and methods needed to bring the products or services within acceptable limits under the Contract. Mason Transit Authority may reject or accept this plan at its discretion.

In the event this plan is rejected or the defect has not been remedied within thirty (30) days of Contractor's receipt of notice, the products or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. Mason Transit Authority, in its sole discretion, may purchase a replacement from another source and charge-back the cost for such warranty replacement to the Contractor. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Mason Transit Authority by law, including those available under the Uniform Commercial Code, Title 62A RCW.

#### **7.4 Subcontracts**

Any Subcontractors and outside associates or consulting firms or individuals, including any substitutions thereof, required by the Contractor in connection with work to be provided under this Contract will be subject to prior authorization by Mason Transit Authority. Each subcontract and a cost summary, therefore, shall be subject to review by Mason Transit Authority prior to the Subcontractor proceeding with the work. The Contractor shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work. The Contractor shall be responsible for the completion and submission of any federally required forms that may be required of the Subcontractor.

The Contractor, at the request and direction of Mason Transit Authority, will provide copies of any written agreements showing their contractual relationship.

#### **7.5 Limitation of Liability**

A. Non-conforming Services – For any services which fail to conform to the scope of the Contract and such failure is caused solely by the negligence of the Contractor, no charge will be invoiced to Mason Transit Authority. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each.

B. Damages – Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

C. Third Party Claims – In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

#### **7.6 Taxes**

Any State sales/use tax, import revenues, or other taxes, which are not or which may hereafter be imposed by Congress, a State, or any political subdivision hereof and applicable to the sale or material delivered as a result of this RFP, and which by the terms of the tax law must be passed directly to Mason Transit Authority, will be paid by Mason Transit Authority from the Contractor's invoice.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by Mason Transit Authority under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

### **7.7 Confidentiality**

Following the evaluation, no information will be discussed with the competitors or anyone outside the Evaluation Committee. No Proposer or other member of the public will be told of the rankings among Proposers, nor the number of firms within the competitive range. Proposers will only be told that their proposal was ranked within the competitive range. Names of firms, cost data, or other information from Proposers submitted in response to this RFP shall remain strictly confidential until after contract award.

### **7.8 Contract Documents**

The successful Proposer will receive an award package from Mason Transit Authority that includes the Final Award Notice, two original duplicates of the Contract for signature, and other documents as required. Contractor must immediately sign and return all requested documents to Mason Transit Authority within ten (10) calendar days, unless indicated otherwise, or Mason Transit Authority may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and/or bonding agent to immediately obtain the required documents.

### **7.9 Failure to Execute Contract**

Should the awarded Contractor fail to execute the Contract within fifteen (15) days from the Final Award Notice date, Mason Transit Authority may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from Mason Transit Authority's bid list for any future contracting opportunities.

**END OF SECTION 7**



## **Section 8: Proposal Content**

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8-1/2" X 11" format with foldouts from this basic sized utilized as necessary. Proposal submittal requirements are described below.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. Mason Transit Authority prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received by Mason Transit Authority at 790 E Johns Prairie Rd Shelton, WA 98584 NO LATER THAN 2:00 PM on October 20, 2017. Submittal of response by fax or e-mail will NOT be accepted.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (4) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Mason Transit Authority in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Mason Transit Authority.

### **8.1 Required Submittals**

In order for Proposer to be considered responsive to the Request for Proposal, the following information must be submitted. In the interest of an equitable and expedient review, the information should be ordered as follows:

#### **8.11 Letter of Transmittal**

A letter introducing the consulting firm and team, including contact information, email and the proposed Project Manager.

#### **8.12 Firms Experience and Qualifications**

Provide a brief description of the Proposer's qualifications for this project and previous experience. Identify any project experience that specifically mirrors the work required by this solicitation. Describe projects completed for public organizations and for transit organizations. Include a

summary of the work performed, the organization for which the work was performed, and the scope of the Proposer's efforts.

Provide a list of references for five (5) clients for whom similar projects have been completed. Include the name of the client organization, primary client contact information, description of work, time period in which work was completed and name of the firm's Project Manager.

### **8.13 Proposed Project Approach**

Describe the following in order:

- Describe your approach, including tools and techniques to accomplish the tasks listed in Section 3.2
- Describe in detail the work necessary to accomplish the overall project goals. List all work as determined necessary by the Proposer, even if some of the tasks were not specifically detailed in Section 3.31.
- Identify and describe the tasks to be completed by Mason Transit Authority and the tasks to be completed by the Proposer in each phase of the project work. State how the responsibility for accomplishing any unknown project tasks shall be appointed.
- Provide a proposed project timeline. Include key milestones and descriptions of deliverables that will satisfy the requirements of each phase. Identify any other commitments or activities that may impact the project timeline.
- Explain how the Proposer will work with Mason Transit Authority to ensure the project remains on schedule and within the proposed budget. Describe how the proposed project staff will maintain regular contact with Mason Transit Authority.
- Include any additional information you believe would assist Mason Transit Authority in understanding your approach to the project.

### **8.14 Key Personnel Experience and Qualifications**

Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to this project. Describe the responsibilities each staff member will fulfill and identify the assigned Project Manager. Describe key staff member's experience completing work that is similar to the work required by this project and any experience with public agencies or transit agencies.

If a Proposer desires to change a key staff member after submitting their proposal, Mason Transit Authority must be notified and the Proposer must supply qualifications for the new member.

### **8.15 Price Proposal**

Proposers shall complete the Cost Proposal form (Attachment A). The proposed price shall include all delivery charges, premiums on bonds, labor, insurance, material costs, royalties, overhead charges, and other costs of every kind and nature necessary for the execution and completion of the work and fulfillment of the Contract.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by Mason Transit Authority under this Contract because of any misunderstanding by or lack of knowledge of the Proposer as to liability for, or the amount of, any taxes for which the Proposer is

liable or responsible by laws as it pertains to this Contract or because of any increases in tax rates imposed by any federal, state or local government.

All proposed prices shall remain firm for a minimum of ninety (90) days from the submittal date of the proposal. Prices quoted by the successful Proposer shall remain valid for the duration of the Contract term.

#### **8.16 Subcontractors**

If any subcontractors are to be used for any part of the project work, supply the names, addresses and contact information of each proposed subcontractor.

Note: If a proposer desires to change a subcontractor after submitting their proposal, Mason Transit Authority must be notified and the Proposer must supply information for the new subcontractor.

Mason Transit Authority reserves the right to require references for each proposed subcontractor at any time during the proposal review and evaluation period.

#### **8.17 Signed Bidder's Affidavit (Attachment B)**

**END OF SECTION 8**

## **Section 9: Attachments**

**ATTACHMENT A**

**COST PROPOSAL FORM**

**PART 1 – INSTRUCTIONS**

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

**PART 2 – CONTRACTOR INFORMATION**

Business Name, as registered: \_\_\_\_\_

Type of Business (sole proprietorship, partnership, corporation, other) \_\_\_\_\_

Name & Title of person preparing Bid: \_\_\_\_\_

Mailing Address, including Zip Code: \_\_\_\_\_

Physical Address, including Zip Code: \_\_\_\_\_

Telephone/Fax Numbers, including Area Code: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

WA State Contractor Registration Number: \_\_\_\_\_

WA Unified Business Identification (UBI) Number: \_\_\_\_\_

WA Industrial Insurance Account Identification Number: \_\_\_\_\_

WA Employment Security Dept. Number: \_\_\_\_\_

WA State Excise Tax Registration Number: \_\_\_\_\_

DBE / OMWBE / MBE / SDB Certification Number(s): \_\_\_\_\_

**PART 3 – RECEIPT OF ADDENDA**

**3.1 Call Mike Ringgenberg at Mason Transit Authority, prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.**

**3.2** Receipt of the following Addenda is acknowledged:

Addendum No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.:\_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.:\_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.:\_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

3.3 No Addenda Received \_\_\_\_\_ (initial)

**PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE**

4.1 I/WE CERTIFY, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included in this Bid;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Mason Transit Authority Board of Directors.
- ❖ That the submitted Bid will become part of the public record.

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

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

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

**PART 5 – PRICING FORM**

**Comprehensive Service Analysis**

	Proposed Cost
Proposed Cost for Task 3.31 Project Management	\$
Proposed Cost for Task 3.32 Transfer Matrices	\$
Proposed Cost for Task 3.33 Analysis of Existing Service	\$
Proposed Cost for Task 3.34 Service Implementation	\$
Proposed Cost for Task 3.35 Community Outreach Effort	\$
*Proposed Cost for Travel for the Entire Project	\$
<b>Sub Total</b>	\$
<b>Wa. Sales Tax 8.6%</b>	\$
<b>Total</b>	\$

**\*Note that travel shall be presented as a separate line item and shall include costs for all travel associated with the competition on the entire scope of work.**

For the bases of award, totals before tax will be used.

**ATTACHMENT B**

**MASON TRANSIT AUTHORITY  
REQUEST FOR PROPOSAL MTA # 2017-01  
BIDDER'S AFFIDAVIT**

**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**

In regards to 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 Mason Transit Authority and take immediate action to eliminate the conflict or to withdraw from said Contract as Mason Transit Authority may require.
2. No officer, employee, Board member, agent of Mason 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 Mason 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 Mason 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.

**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.***

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.

\_\_\_\_\_ Date  
 Authorized Signature \_\_\_\_\_  
 Printed Name & Title \_\_\_\_\_  
 Company Name \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 Notary Public in and for the State of \_\_\_\_\_,  
 residing in \_\_\_\_\_

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

ATTACHMENT C

**MASON TRANSIT AUTHORITY**  
**REQUEST FOR PROPOSAL MTA # 2017-01**  
**RFP**

**No Bid Response**

Bid Number MTA 2017-01

Bid Title: Comprehensive Service Analysis

If electing not to submit a proposal for this project, please complete and mail this form to:

**Mike Ringgenberg, Operations Manager, Mason Transit Authority, 790 E Johns Prairie Rd, Shelton, WA 98584**

Company Name	Address
Business Phone Number ( )	Email Address or Web URL

I/We respectfully decline this opportunity because:

I/We cannot comply with the specifications listed

I/We cannot meet delivery requirements

I/We do not regularly manufacture or sell this type of commodity

Other (please specify in box below)

Please Provide further explanation as needed for the reason(s) selected above:

I/We desire to be retained on the mailing list for future procurements of this commodity and nature

I/We do not desire to be retained on the mailing list for future procurements of this commodity and nature

Authorized Signature	Printed Name and Title
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## ATTACHMENT D

### Complaint Policy / Protest and Appeal Policy

#### **A. Purpose**

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

#### **B. Complaint Policy**

##### **Who May Submit a Complaint**

A potential bidder demonstrating a substantial economic interest in Mason Transit Authority's competitive bid process.

##### **Timing of Complaint**

Complaints must be received five business days prior to bid response deadline.

##### **Basis of Complaint**

Complaints must be based on the following criteria:

1. The solicitation unnecessarily restricts competition
2. The solicitation evaluation process is unfair or flawed
3. The solicitation requirements are insufficient to prepare a response

##### **Complaint Form and Content**

1. Complaints must be in writing
2. Complaints must be addressed to the Operations Manager
3. Complaints must clearly articulate the basis for the complaint
4. Complaints must include proposed remedy

##### **Mason Transit Authority Response to Complaint**

The Operations Manager will respond to complaints in writing within three business days of receipt.

#### **C. Protest and Appeal Policy**

##### **Who May Protest or Appeal**

A potential bidder demonstrating a substantial economic interest in Mason Transit Authority's competitive bid process.

##### **Timing of Protest**

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

### **Basis of Protest**

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

### **Protest Form and Content**

1. Protests must be in writing
2. Protests must be addressed to the Operations Manager
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

### **Protest Procedure**

A protest must be filed with Mason Transit Authority's Operations Manager within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Operations Manager will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

### **Appeal Procedure**

An appeal must be filed within five business days of the Operations Manager decision. The Administrative Services Manager will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The General Manager and general counsel will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

### **Failure to Comply with Requirements**

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

### **Protests to the Federal Transit Administration**

When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor or service provider may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to Mason Transit Authority's (1) failure to have followed its protest procedures, (2) failure to review a complaint or protest, or (3) violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

1. A protest must be filed with the FTA no later than five business days after the Protesting Vendor exhausts Mason Transit Authority's protest and appeal procedures.
2. A protest to FTA must be filed in accordance with FTA Circular 4220.1F, as amended.

### **Exhausted Administrative Remedies**

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.