

PROJECT INFORMATION

Whatcom Transportation Authority (WTA) is the public transportation provider for fixed route, paratransit, and vanpool service throughout Whatcom County. WTA employs 270 employees, including a General Manager and six Directors. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 30 vanpools. WTA completed a strategic plan in 2017 and is in a modest growth phase. Currently, service to the community increases on a two year cycle, as outlined in the plan. Additional information about WTA can be found at www.ridewta.com.

Periodically, WTA experiences an opening within its leadership team, made up of six Directors and a General Manager. A director-level opening is anticipated in 2019, potentially requiring the assistance of an executive search firm in late 2018. In addition, WTA will likely need to recruit for a new General Manager in the next few years.

WTA invites qualified and experienced executive search firms to submit qualifications and proposals to assist in the selection of Executive level positions.

SCOPE OF WORK

The services are to include, but may not be limited to, the below list. WTA may require all or some of these services be performed during the contract term.

- Define and finalize the position requirements and develop a detailed recruitment profile.
- For a General Manager search, establishes responsibilities of the Board of Directors (BOD) search committee comprised of elected officials, WTA staff, and consultant staff.
- Establish search timelines.
- Meet with WTA and community stakeholders to establish applicant screening emphasis.
- Identify recruiting market.
- Identify recruitment strategies for minority and women candidates.
- Produce recruitment materials.
- Advertise and outreach to potential candidates.
- Manage the evaluation and selection process of final candidates.
- Provide regular progress reports to the search committee.
- Recommend selection strategies for finalists.
- Perform reference interviews.
- Conduct background checks including credit reports and criminal background investigations.
- Assist WTA BOD with General Manager level searches during interview days.
- Advise on public disclosure requirements.

TIMELINE AND SCHEDULE

Activity	Date - 2018
Request Released	June 15
Submissions Due	July 25 No Later Than 1:00 PM PST

* WTA reserves the right to award a contract(s) without Interviews.

MINIMUM PROPOSER QUALIFICATIONS

At the time of submittal, a proposer must¹:

- Have a State of Washington and all required local government business license(s) and endorsements²
- Be registered with SAM.gov and not be suspended or debarred
- Not be disqualified from proposing under RCW 39.06.010 or 39.12.065 (3)
- At least 5 (five) years of experience in executive placement with emphasis on public sector specific recruitment.
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.

Proposers not meeting these minimum requirements will be rejected.

PROPOSER'S HISTORY

WTA will consider all the material submitted by the Proposer and other evidence it may obtain otherwise, to determine whether the Proposer is capable and has a history of successfully completing similar contracts, including but not limited to:

- Being skilled and regularly engaged in the type of work for public sector employers.
- Having the experience, ability, sufficient capital, facilities, personnel and plant to complete the work properly and successfully it within the required time limit.
- Having performed satisfactorily other similar contracts including size, difficulty and rates of progress.

CONTACT

All contact, including questions and clarifications will be directed to the contact listed below.

Magan Waltari, CPPB
Procurement & Grants Coordinator/DBELO
4011 Bakerview Spur
Bellingham, WA 98226
(360) 788-9332
procurement@ridewta.com

PROPOSAL SUBMISSION AND EVALUATION

¹ RCW 39.04.350

² A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

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Proposals may be submitted via email or on a dedicated CD/USB flash drive. Any hard copy submissions should be in a plainly marked envelope "2018-235SP Executive Search Services." Proposal should be submitted to Magan Waltari at the email or address above.

Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) must arrive by the due date and time.

Failure to include any of the requested information may render the proposal non-responsive.

Submissions will be evaluated as follows and points will be rounded:

1. The Procurement & Grants Coordinator will initially review proposals for the following:
 - a. Conformance with the instructions and requirements
 - b. Conformity with Minimum Proposer Qualifications.
 - c. Pricing score, using the following normalizing formula

$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}.$

2. WTA will then review conforming Proposals against the outlined requirements and score accordingly

Factor	Points
Firm Qualifications	10
Qualifications of assigned staff	50
Understanding WTA requirements	20
Cost	20
Total	100

3. Top Proposals will have their references checked and may be invited for interviews
4. After reference checks and any potential interview, WTA will re-score submissions against the evaluation criteria based on the additional information. The final selection will be the Proposer which receives the highest score. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer

Proposals will include the following in the below order:

1. Firm Information:

- A. Provide a brief history and description of your firm. Include general information regarding organizational structure, size, capabilities, and areas of specialization.
- B. Describe the firm's qualifications and experience in identifying, recruiting and successfully placing executive level employees in public sector positions similar to the Division Directors or General Manager position at WTA.
- C. Provide a description of your firm's approach to this type of project including:
 - a. Firm's ability to undertake executive searches in the public sector.
 - b. Methods and techniques the firm will employ to recruit an appropriate pool of candidates.
 - c. Information and support required of WTA staff.

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- d. Proposed communications with WTA.
- e. Approach if an employment contract cannot be successfully negotiated with the selected candidate.
- f. Discuss a guarantee or warranty, if applicable.

2. Qualifications of Staff Assigned to this Project:

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

Outline individuals experience with public agencies and various governing Board of Directors.

3. Understanding of WTA Requirements

- Demonstrate your understanding of WTA's needs and scope of service.
- Describe how you would approach delivery of the scope of services. Include how your approach incorporates RCW 42.56 regulations.
- Describe challenges and opportunities in recruiting for transit leadership positions in Whatcom County.

4. Client References:

Provide at least 5 public sector references. Preferred references should be transit agencies or similar public sector entities within Washington State. Provide name, title, organization, email, and telephone number.

5. Price Proposal:

Provide a lump sum "Not to Exceed" price to complete a General Manager or similar recruitment, including all the required services and tasks noted in the Scope of Services above. . WTA may require all or some of these services be performed during the contract term, depending on the particular recruitment and agency needs.

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

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

WTA will pay the cost of travel and lodging of candidates invited to interview on site.

DEBARMENT, COMPLIANCE, CONFLICT OF INTEREST

By submitting a signed proposal, proposers are assuring the WTA of the following:

- 1. Proposers are not on the current list of Federal or Washington State debarment lists.
- 2. Proposers agree to adhere to ADA requirements.

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3. Proposers will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the proposer or any of its agents, employees or representatives, to any official, member or employee of the WTA 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.
5. The proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the proposer assures that it has no direct or indirect financial 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 contract and that it shall not employ any person or agent having such interest.
7. That the proposer assures that the company is fully licensed, bonded, and insured. A copy of the successful proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish proposer responsibility as part of the evaluation process.

CONTRACT TERM AND INVOICE PAYMENTS

1. Contract Term: The contract term will be 5 years. The parties may terminate the contract for convenience with thirty (30) day's written notice.

WTA, at its option, reserves the right to utilize its own staff for recruitment(s) during the contract term when in its best interest without voiding or terminating the contract.

2. Payment: Payment will be based at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). WTA reserves the right to refuse payment on invoices for work that is performed without the proper endorsement and written consent.

INDEPENDENT CONTRACTOR

At all times, the Contractor shall be an independent contractor whereby, in the performance of any contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor of WTA.

ACCESS TO RECORDS AND SITES OF PROJECT PERFORMANCE

As a recipient of State and Federal funds, WTA agrees to provide, and require its Contractors at each tier to provide sufficient access to inspect and audit records and information pertaining to the Project to the:

- a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives
- b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
- c. WTA and its Contractors

INSURANCE

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner³. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Bodily injury/death
- Personal injury
- Property Damage, including Premise and Operations, Fire damage and medical expense
- Independent Contractors coverage
- Protective Liability
- Completed Operations and Products.

The Contractor and subcontractors must procure the following minimum insurance:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
2. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Professional Liability in the amount of \$1,000,000 per occurrence.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

³ RCW 48

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- Additional Insured Endorsement naming “WTA Agents & Employee’s” for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming “WTA Agents & Employee’s” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employee’s”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor’s liability for damages resulting from performance.

LIMITATIONS OF LIABILITY

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution⁴.

PUBLIC DISCLOSURE LAW

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the Proposer’s responsibility to be familiar with RCW Chapter 42.56 and what WTA’s confidentiality limitations are, including all applicable case law. Proposers should additionally recognize the standards which it/he/she may need to meet to protect any “trade secrets” from disclosure under a PDR.

WTA will not execute non-disclosure or confidentiality agreements.

Proposals Marked Confidential

If WTA receives any PDR that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by any Proposer labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure which is available to WTA itself, will be initially withheld and WTA will notify a Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the PDR public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer or Contractor assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert costs and attorneys’ fees it incurs arising from dealing with Proposer’s labeling

⁴ Washington State Constitution, Article VIII, Section 7

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of any portion of the submission as “Confidential” or “Proprietary,” including those arising from any legal action commenced by Proposer. Submission of a proposal is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a “Public Record” under RCW Chapter 42.56. A Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a PDR will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. A Proposer will need to seek judicial approval to prevent such disclosure, at its/his/her expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

PROPOSER CHECK LIST and FORMS




By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA will not make any concessions for Proposers who are not completely familiar with the scope or contract requirements.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the proposal document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- ☐ Proposal Confirmation and Cover Sheet
- ☐ Contractor Information & References
- ☐ Notarized Conflict of Interest Statement
- ☐ Submission Response
- ☐ Price Sheet

Potential vendors are responsible for ensuring they can access the embedded documents. Please contact Procurement with any issues.

Proposal Confirmation and Cover Sheet	
Contractor Information & Reference Format	
Conflict of Interest Certification	

The terms and conditions provided below will govern the resulting contract.

General Contract Terms & Conditions	
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