



**Whatcom Transportation Authority  
REQUEST FOR PROPOSALS  
FOR  
VENDOR OWNED  
2-WAY DIGITAL RADIO SYSTEM**

**#2016 - 212**

**SOLICITATION RELEASE DATE:**

April 22, 2016

**PRE-PROPOSAL CONFERENCE:**

Wednesday, May 25, 2016 at 1:30 PM

**SOLICITATION DUE DATE AND TIME:**

June 8, 2016 no later than 12:00PM

**Whatcom Transportation Authority  
4111 Bakerview Spur Road  
Bellingham, WA 98226  
Phone (360) 788-9332  
[procurement@ridewta.com](mailto:procurement@ridewta.com)**



## Table of Contents

Part 1 – General Information.....	3
Part 2 – Proposer Information & Instructions.....	4
2.A Proposal Schedule .....	4
2.B Proposal Guidelines.....	4
3.B Minimum Proposer Qualifications.....	6
2.C Proposal Submission.....	6
2.D Request for Exceptions, Approved Equals, and Clarifications .....	7
2.E Submission Package .....	8
2.F Conflict of Interest.....	10
2.G Addenda .....	11
2.H Contact with WTA .....	11
2.J Protest Procedures .....	12
2.K Inter-Agency Purchases .....	13
Part 3 – Proposal Evaluation .....	14
3.A Evaluation Procedures .....	15
3.C Responsibility .....	15
3.D Evaluation Criteria .....	16
3.D.1 Network & Service Capability .....	16
3.D.2 Past Performance Information .....	17
3.D.3 Pricing List and Value Add Items.....	17
3.D Best and Final Offers (BAFO) .....	18
3.E Notice of Intent to Award .....	18
Part 4 – Technical Specifications/Scope of Work.....	19
4.A Current Environment.....	20
4.B Name Brand Specifications .....	20
Part 5 – Contract Details.....	21
5.A Contract Term and Invoicing .....	21
5.B Contract Modifications .....	21
5.C Independent Contractor .....	22
5.D Performance Standards.....	22
5.D Enforcement Costs .....	24
5.E Supervision and Coordination.....	24
5.F Suspension of Contract.....	24



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5.E	Warranty.....	24
5.F	Sub-Contracts.....	25
5.G	Economic Price Adjustments .....	25
5.H	FCC Licensing.....	26
5.I	Access to Records and Sites of Project Performance.....	26
5.J	Prevailing Wage .....	27
5.K	Sales Tax on Installation .....	27
Part 6	Proposals as Public Records.....	29
Part 7	– Appendix.....	30
	Appendix A: General Contract Terms and Conditions.....	30
	Appendix B: WTA Service Area – Whatcom County ONLY.....	37
Part 8	– Exhibits.....	38
	Exhibit A: Proposer’s Checklist.....	38
	Exhibit B: Proposal Confirmation & Cover Sheet.....	39
	Exhibit C: Request for Exceptions, Approved Equals, and Questions/ Clarifications.....	40
	Exhibit D: Vendor Information & References.....	41
	Exhibit E: Price Proposal Sheet.....	43
	Exhibit F: Conflict of Interest.....	44
	Exhibit G – Debarment, Compliance, Conflict of Interest.....	45



## Part 1 – General Information

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. We operate 60 fixed route buses, 41 paratransit minibuses, and 39 vanpools. WTA also owns and maintains 30 staff vehicles. You can learn more about WTA by visiting [www.ridewta.com](http://www.ridewta.com)

The Whatcom Transportation Authority's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Proposers are advised that they will be required to adhere to the terms and conditions of this solicitation packet. WTA will not make any concessions or negotiate any aspect of the required service or contract once the Intent to Award is issued.

WTA is requesting proposals for a vendor owned and operated two way digital radio system, including network and repeaters, for coverage throughout its service area ([Appendix B](#)). The vendor owned system must meet all FCC requirements and provide reliable, efficient, radio and network functionality to accommodate all WTA radio communications. Contractor shall provide guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.

WTA's service area includes the cities of Bellingham, Ferndale, Lynden, Blaine, Everson, Kendall, and Sumas as well as un-incorporated regions surrounding these communities (Whatcom County). In conjunction with Skagit Transit, WTA provides service from Bellingham to Mt. Vernon Monday through Saturday via the I-5 corridor.

This contract will cover network use and service for a term of five (5) years with an option to renew for an additional five (5) years. The length of the proposed contract has been approved by Procurement as authorized under WTA's Purchasing Policy, Section 5.

Throughout this RFP Vendor, Contractor, and Proposer are used interchangeably.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award. Marking an entire submission as Confidential or Proprietary does not relieve WTA from Public Disclosure requirements. It is the Vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

**Equal Opportunity:** Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

## Part 2 – Proposer Information & Instructions

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

### 2.A Proposal Schedule

Activity	Date - 2016
Solicitation Release	April 22
Pre-Proposal Conference	May 25 at 1:30 PM PST
Approved Request for Clarification & Equals	June 1 no later than 5:00 PM PST
Proposal Due Date*	June 8 no later than 1:00 PM PST
Proposer Demonstrations/Site Visits/Interviews**	June 20 - 24
Final Selection (Best and Final Offer)**	August 1
Notice of Intent to Award***	August 4
Estimated Award Date	No later than August 18

*\*The WTA will reject proposals that are submitted after this deadline*

*\*\*The WTA reserves the right to award a contract(s) without demonstrations or a Best and Final Offer.*

*\*\*\*Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.*

WTA reserves the right to modify the Procurement Schedule through written addenda.

The pre-proposal conference will be held at WTA's administrative offices located at 4111 Bakerview Spur, Bellingham, WA 98226. The pre-proposal conference is not mandatory, but will benefit interested proposers.

Proposers should be willing and able to attend any post-proposal interviews in person. Interviewee's will be notified by the close of business on June 15, 2016 that an interview has been scheduled. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials. Requirements of the interview & demonstration will be provided when the interview is scheduled.

### 2.B Proposal Guidelines

Proposers must pay close attention to and strictly follow all instructions.

Proposers are expected to fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposer acceptance of the terms and conditions of this solicitation request and subsequent contract(s).

The Proposer is responsible for all costs related to the preparation of the submitted proposal, demonstrations, interviews, or any other fees and charges relating to the preparation and submission of a proposal.

Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

Except as otherwise stated, incomplete or conditioned proposals, or proposals containing erasures, alterations, or items not called for or do not conform to the law, may be rejected as non-responsive.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes in the form of a written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is not received by the required deadline
- The proposal is not in the format as required
- The Proposer fails to meet the minimum requirements listed in [Part 3.B](#)
- Any required form is not signed
- Vendor information, references, or any other form is incomplete
- Any other reason determined to be in the best interest of the WTA
- The proposal does not meet required terms and conditions

Proposals may not be modified after opening unless requested by WTA. Proposals may be withdrawn at any time.

Proposals submitted will not be public information until after award. Refer to [Section 3.E](#) for more information.

Submissions become property of WTA. WTA reserves the right to request information to be displayed differently than presented (for example, request a bundled pricing structure be itemized). However, proposals with details that have been altered in any other way than requested will be rejected and not considered for award.

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline.

WTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, if necessary, to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification will result in rejection of that proposal. WTA reserves the right to request financial statements from Proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the proposal being rejected as non-responsive and not responsible. Please refer to [Part 6](#) for more information.

### **3.B Minimum Proposer Qualifications**

WTA requires all Proposers to meet and demonstrate the following qualifications when submitting a proposal. A proposal from a Proposer not meeting these minimum qualifications will not be reviewed.

- Own a local network or be able to cover all of WTA's service area with an existing network and be able to demonstrate the ability to maintain the network throughout the up to ten (10) year life of the contract.
- Employ trained staff available twenty four (24) hours a day/seven (7) days per week qualified to maintain network infrastructure.
- Guaranteed response to WTA issues within one (1) hour from notification. (Contracted answering services are not preferred for two (2) hour response.)
- Guaranteed response to Repair issues of no less than two (2) hours.
- The Proposer shall provide guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.
- The Proposer shall provide detailed coverage maps that support the coverage guarantees for this RFP. If the Proposer cannot cost effectively meet the coverage requirements, the Proposer is to note this in its response and provide the incremental cost to meet the coverage requirements.
- The Proposer shall have business insurance, including Professional Liability/Professional Indemnity as outlined in [Appendix A](#) #30.

A Proposer, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing (including appropriate insurance coverage) necessary to satisfactorily meet the requirements set forth or implied in the proposal. Failure to provide sufficient evidence when requested may be cause for proposal rejection. Please refer to [Part 6](#) for the handling of "Confidential" or "Proprietary" information.

### **2.C Proposal Submission**

An electronic copy or a dedicated CD/USB Flash Drive is the preferred method of submission. The proposal is to be submitted to:

Magan Waltari, Procurement & Grants Coordinator/DBELO  
Whatcom Transportation Authority  
4111 Bakerview Spur Rd.



Bellingham, WA 98226  
(360) 788-9332  
procurement@ridewta.com

Hard copies will also be accepted in place of an electronic submission. Hard copies will be unbound (i.e. no staples, combs, binders, etc.) with envelopes plainly marked "Sealed Proposal RFP #2016-212." No responsibility will attach to the WTA for premature opening of proposals not properly addressed or identified.

WTA makes no provision for specifically collecting mail from its reception area, mail box, or receiving dock immediately prior to the deadline. Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) should, therefore, be sent in ample time to arrive before the actual due date and time. WTA shall not be liable for checking the reception area, mail box, or receiving dock immediately prior to the time of opening.

Proposers are asked not to include any marketing material, flyers, general information brochures, company promotional information, etc. Cut sheets and technical specifications are permitted only if they pertain to the equipment or service being proposed.

All proposals and submissions become the property of the WTA. Pages of the proposal should be numbered, and sections clearly outlined. Any confidential or proprietary information should be submitted separately and clearly marked as "Proprietary" or "Confidential." Please refer to [Part 6 Proposals as Public Records](#) for more information. THE SCOPE AND EXTENT OF PROTECTION THAT WTA CAN PROVIDE TO INFORMATION DESIGNATED AS PROPRIETARY AND CONFIDENTIAL IS LIMITED. ALL BIDDERS SHOULD REVIEW [PART 6](#) FOR A FULL EXPLANATION.

## **2.D Request for Exceptions, Approved Equals, and Clarifications**

- A. If a Proposer finds discrepancies, omissions, or errors in the solicitation, specifications, or work scope, notify Magan Waltari, Procurement & Grants Coordinator, at the WTA no later than June 1 no later than 5:00 PM PST by using the Request for Clarifications/Approved Equal form ([Exhibit C](#)). The Request for Clarifications/Approved Equal form may be faxed, emailed, or sent via regular mail. Email inquiries will be accepted at [procurement@ridewta.com](mailto:procurement@ridewta.com).
- B. Proposers seeking alternatives, clarifications, or exceptions to any contract terms submit the Request for Clarifications/Approved Equal form ([Exhibit C](#)) as outlined above.
- C. Questions or clarifications pertaining to the RFP and subsequent contract(s) will be submitted on [Exhibit C](#).
- D. Where the approval of the WTA is specifically required by these provisions in connection with a proposal containing "approved equals" or "substitutions" from specific requirements of these provisions, the Proposer shall submit written



requests on [Exhibit C](#) provided by June 1 no later than 5:00 PM PST. Requests may be faxed, emailed, or sent via regular mail.

The offers of substitution shall be made in writing to the Procurement & Grants Coordinator and shall include sufficient data to assess the acceptability of the material or equipment for the particular application and requirements. Proposers must provide a detailed cost comparison between what is requested and what is being proposed as an alternate solution. This request must also demonstrate adequate and equivalent performance and durability of what is specified.

- E. Proposals shall be submitted containing any approved equals, or deviations confirmed in writing by WTA. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications may be cause for rejection as non-responsive. The burden of proof of the merit of the proposed substitute is upon the Proposer. WTA's decision of approval or disapproval of a proposed substitution shall be final.
- F. If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes. Vendor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the WTA. Within thirty (30) calendar days after receipt of the offer of substitution, the Project Team will review the material submitted and advise the Vendor of any objections, request further information, or approve the substitution in writing. Upon notification, the Vendor shall either provide material or equipment which complies with project specifications or furnish requested additional information.
- G. While the Project team might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any proposed cost differential associated with a substitution shall be reflected in the offer and, if the substitution is accepted, the Contract Documents shall be modified by a change order.
- H. If the Vendor wishes to offer a substitution, the Vendor shall bear WTA's cost for evaluating the requested substitution even though the request may be denied. Costs will be charged on a time-and-expense basis and will be deducted from progress payments due the Vendor.
- I. Requests will not be acknowledged or addressed from suppliers, distributors, or manufacturers unless they are bidding directly on the solicitation.

## **2.E Submission Package**

All submittals become the property of WTA and are subject to public disclosure requirements.

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

Proposers must address the following areas in this order with each section clearly identified. Proposals must not exceed twenty five (25) single spaced pages with font no smaller than twelve (12) point and single columns. Proposals exceeding twenty five (25) pages will be considered not responsive and rejected. Failure to follow the below order will render the submission as non-responsive and it will not be evaluated.

Proposers are asked not to include any marketing material, flyers, general information brochures, company promotional information, etc. Cut sheets and technical specifications are allowed provided they pertain to the equipment or service being proposed.

1. Company Information:

- A. Provide a brief history and description of your firm. Include general information regarding organizational structure, size, capabilities, and the firm's qualifications and experience in executing similar scopes of work.
- B. Detail your firm's approach to supplying WTA with area wide radio service as required in the statement of work.
- C. Describe of your experience working with other government agencies regulated by State and/or Federal laws.

2. Project Plan

- A. Provide a brief schedule that describes major, upper level, activities and tasks, and how the Proposer will meet WTA's expectations. Detail how these tasks will be monitored and met to ensure timely delivery. Describe procedures including communication with WTA and escalation procedures in the event deadlines are missed.
- B. Illustrate your network coverage area & resources.
- C. Supply an implementation scenario that provides continuous communications between WTA facilities and vehicles during installation.
- D. Demonstrate your understanding of WTA's needs, and the requested scope of service. Provide capability statements regarding delivery of critical aspects of the project requirements. Specific, actionable, step-by-step descriptions of the Proposer's approach are encouraged. Proposers may also include performance information further describing the experience, expertise, and capability of their firm and project team individuals.
- E. Briefly summarize the major assumptions that have been made in preparing the proposal. Include items/tasks assumed WTA will perform, items/tasks required from WTA, and items/tasks that have not been included in the proposal (items that may be outside of the work scope).
- F. Identify any potential project risks that are outside of the firm's control. Include concerns relating to the project success, explain why the risk is a risk,

and make sure the risk is specific to the current project. Identify solutions to avoid or minimize the identified risks. Lay out a plan to reduce the impact to the project and prioritize the risks in order of importance.

- G. Include a detailed description of the Emergency Declaration features and program options.
  - H. Label any exclusions, where applicable, that will prevent the proposed system from functioning.
- 3. Network Coverage  
Proposer will supply WTA their network coverage map for Whatcom County and Interstate 5 corridor from the Canadian border to Mount Vernon in Skagit County.
  - 4. Equipment  
Proposer shall submit the technical specifications on radio communication equipment that can be used with the system (i.e. in-vehicle radios, mobile hand held, dispatch consoles, etc.).
  - 5. Client References  
Provide reference information for at least five (5) clients from the last three (3) years. These customers will have similar scopes to what is being proposed. Other transit agencies are preferred but not required. Contact information must be current and accurate in order to be evaluated.
  - 6. Provide price list  
This should include labor, materials, equipment, profit, overhead, travel, insurance, freight, shipping, licensing, taxes, and any other reimbursable fees. (Use [Exhibit E format](#)).

Proposers are advised to review [Part\(s\) 5.J](#) and [5.K if their](#) proposal involves construction or installation at any of WTA's facilities.

On a separate sheet, express any value added options or ideas that may benefit the agency. This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics. Before award, WTA will determine if the value added items will be accepted or rejected.

## 2.F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. It is WTA policy to have any officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this contract to recuse themselves from any evaluation decision pertaining to this proposal.

WTA requires that Proposers and staff declare any perceived or actual conflict of interest. A conflict of interest does not immediately prevent a Proposer from submitting a proposal. WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict. Failure to disclose any perceived or actual conflict of interest will render a proposal non responsive. Disclosure should be detailed on a separate sheet.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The vendor will be responsible for any additional costs incurred by WTA to engage another contractor to finish the work.

Conflict of interest would occur under the following:

- Vendor assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or encouraging the use of a particular brand or supplier/distributor.
- Vendor or supplier/distributor assists in the creation of a project budget.
- Vendor or supplier/distributor has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.

Proposers are required to submit [Exhibit F](#) and [Exhibit G](#) with their proposal indicating their understanding and acknowledgement of this section. Any perceived or real conflicts must be detailed in writing on a separate sheet.

## **2.G Addenda**

Addenda will be issued to all Proposers should questions or clarifications be deemed significant enough to affect received bids. It is the bidders' responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Addenda must be acknowledged on [Exhibit B](#).

Addenda is uploaded to each WEBS solicitation, sent to Proposers who have requested a bid packet from the procurement office, and posted on the WTA website.

Bids not acknowledging addenda will be considered not responsive and not reviewed.

## **2.H Contact with WTA**

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Bidders will rely only on written statements issued by the Procurement & Grants Coordinator listed below:

Magan Waltari, Procurement & Grants Coordinator/DBELO  
4111 Bakerview Spur

Bellingham, WA 98226  
360.788.9332  
[procurement@ridewta.com](mailto:procurement@ridewta.com)

## 2.J Protest Procedures

**Filing a Protest** Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a procurement action as defined below. A protest may not be filed challenging the WTA staff or Evaluation Committee's recommendation of a potentially successful Proposer. The protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Procurement Action: meaning specific procurement steps, such as setting the calendar of events, producing the proposal/bid document, advertising the proposal or bid in legal paper of record, maintaining a list of proposal/bid holders, conducting a pre-proposal meeting, responding to all approved equals/clarifications received by the appropriate time and date, addenda issued straightforwardly to all proposal/bid holders, enforcing closing time and date, providing proctoring services to the project manager and evaluation committee, setting criteria weights, conducting interview process with top-scoring Proposers and evaluation committee, creating notes to file regarding the proposal/bid process, issuing award/non-award letters, and maintaining a written record of the procurement.)

Issues and facts not stated in the Notice of Protest will not be considered.

All communications with involved parties shall be in writing and open for public inspection.

**Time for Filing a Protest.** A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

**Notice of Protest.** Procurement shall immediately give notice of a protest to the vendor if a contract has been awarded. If no award has been made, notice will be provided to all solicitation holders.

**Stay of Award.** If a protest is filed, the award may be made unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be sustained.
- b) Stay of the award is not contrary to the best interests of WTA.

### **Review of Protests**

**Review:** The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

**Appeal:** A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than 21 days after receipt.

### **2.K Inter-Agency Purchases**

In accordance with the Washington State Interlocal Cooperative Act RCW 39.34, other municipalities or political subdivisions may purchase the same equipment or services from the vendor over the subsequent time period for which the vendor is willing to honor the bid price. WTA shall assume no legal or financial responsibility for any transaction between the contractor and another agency under this contract.

Proposer shall indicate in their proposal whether or not they are willing to provide access to this contract to other agencies. Participation is not mandatory.

## Part 3 – Proposal Evaluation

The Procurement & Grants Coordinator will preside over the evaluation committee comprised of individuals from the project development team. They will be individuals involved in the research and drafting of the scope of work in [Part 4](#). The committee will be responsible for reviewing and evaluating the Submission Packages described in [Section 2.E](#) against the Evaluation Criteria in [Section 3.D](#).

The Procurement & Grants Coordinator will review the packages also, provide input, assemble evaluation aids, and perform other functions as needed by the team to appropriately evaluate the submissions. Scoring may be performed in isolation, together as a group, or a combination of both. Please note that the Procurement & Grants Coordinator does not score any proposal.

If necessary, committee members may be substituted.

WTA is using a Request for Proposal (RFP) negotiated procurement process for this contract. This process may or may not include interviews, demonstrations, and/or a Best and Final Offer (BAFO) process. Proposer shall not presume that any of these aspects will occur, nor that WTA is required to engage all Proposers in interviews, demonstrations or BAFO's.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award under the Washington State Public Records Act.

Proposal evaluations and any discussions/negotiations, including documentations, correspondence, and meetings, will be kept confidential until a contract has been fully executed by both WTA and the selected Proposer.

Evaluations will be made based on the evaluation criteria listed below ([Section 3.D](#)). WTA reserves the right not to award to the lowest cost Proposer. The Proposer that best fits the needs of WTA and provides the best overall value to the agency will be selected.

The Proposals will be opened by the Evaluation Committee in private.

Proposals that do not comply with these instructions and do not include the required information will be rejected as non-responsive and not be considered. Proposers must pay close attention to and strictly follow all instructions. Submittal of a proposal will signify acceptance of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully, and separately requested and agreed on before proposals are submitted. ([See 2.D Request for Exceptions](#)). WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

Proposals containing conditions, exceptions, or reservations to any Contract requirements, will be rejected as non-responsive unless previously discussed with WTA prior to proposal due dates. However, WTA reserves the right to instruct the Proposer to amend its proposal



and remove said conditions and/or exceptions. Any failure to do so will cause the proposal to be rejected as non-responsive.

All proposals of firms interviewed will be re-evaluated in all criteria, based on information received. WTA may also call for Best and Final Offers (BAFO) once the interviews have concluded. Please refer to the BAFO section below.

Upon written request, unsuccessful Proposers may be debriefed after the award has been confirmed by WTA's Board of Directors.

### **3.A Evaluation Procedures**

1. The Procurement & Grants Coordinator will review proposals received by the deadline for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements provided throughout this RFP will be rejected as non-responsive. Proposers will also be reviewed against section [3.C Responsibility](#). Any submissions from Proposers not meeting these requirements will be rejected as not responsible.
2. The Evaluation Committee will review Submissions against the Evaluation Criteria listed in [3.D.1 through 3.D.3](#) below. The top 3 - 4 scoring proposals will be selected for Competitive Range. These are the Proposers that will be invited for interviews and BAFO (See section [3.E Best and Final Offer](#)).
  - a. The Procurement & Grants Coordinator will review pricing and score the submissions for price using the following normalizing formula.  
$$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$$
  - b. A Total Cost of Ownership evaluation may also be performed as part of the price evaluation
  - c. Competitive Range Proposers will have their references checked by a member of the Evaluation Committee, the Procurement & Grants Coordinator, or a combination of both.
3. Once interviews and BAFO are complete, the Evaluation Committee will rescore submissions against the criteria listed in [3.D](#) based on information provided by interviewees. The highest scoring Proposer will be selected.

### **3.C Responsibility**

WTA determines whether the Proposer and proposed subcontractors are capable of successfully completing contracts of this type, including but not limited to meeting the following minimum requirements:

- Not be suspended or debarred on Sam.gov and Ini.wa.gov
- Proposers must also ensure they have 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 it has obtained any local business registrations or permits that may be required.



- That it is skilled and regularly engaged in the general class or type of work called for under the contract.
- That it has the requisite experience and ability, sufficient financial, facilities, personnel and plant resources to enable it to prosecute the work properly and successfully, and to complete it within the time stated in its proposal.
- That it has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and at comparable rates of progress.
- There are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.

WTA will review all material submitted with the proposal to establish Proposer and subcontractor responsibility and performance history. This includes (but is not limited to) obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses to establish responsibility.

A Proposer, if requested, must present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal. Please refer to [Part 6](#) regarding public records. WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

### **3.D Evaluation Criteria**

WTA will evaluate responsive proposals based on the Proposer's qualifications, understanding of WTA requirements, professional approach, performance history, and cost of services. The highest scoring Proposers may be invited to phone or in-person interviews for additional evaluation. Proposals shall be evaluated as follows

<b>Criteria</b>	<b>Points</b>
<b>Network &amp; Service Capability</b>	50
<b>Past Performance Information</b>	20
<b>Price</b>	30

WTA reserves the right to award a contract without interviews, demonstrations, or a BAFO stage.

The final selection will be the Proposer which, in the opinion of WTA, best meets the requirements set forth in the solicitation and is in the best interest of WTA. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer.

#### **3.D.1 Network & Service Capability**

Proposers will be evaluated on the project plan information provided in response to [2.E Proposal Submission](#). This will include all technical specifications on the proposed equipment.

Capability differentiates a Proposer's ability to execute the project. Proposers should identify key areas of how the project will be executed. These may consist of technical terms or critical aspects of performing the work. Proposers should clearly demonstrate their understanding of the contractual undertaking, including their approach to the project, management plan, and alignment to the scope of work. This may include documented performance of the firm or key individuals. For example, how a firm can prove its expertise or sell its abilities, where similar solutions have been implemented in the past, etc.

WTA intends to review a Proposer's ability to service the radio network, coverage area as it pertains to the technical specifications, and provisions for emergency service. This will include a description of back-up power, and a narrative of the Proposers plan in the event of an ongoing power outage. Part of the evaluation will also consider the ability to meet WTA's network requirements, the ability to maintain that network, and provide ongoing radio service. Staff qualifications and capabilities are an important aspect of providing service.

Network & Service Capability should also address any risk items that Proposers can identify. These should be items outside of the Proposers control and a plan should be clear on how the Proposer intends to mitigate them.

### **3.D.2 Past Performance Information**

WTA will review all material submitted with the proposal to establish all Proposers performance history. This includes but is not limited to past project performance, contract management, and time for project execution. WTA reserves the right to interview references, perform internet searches, and use any other investigative means it chooses in establishing Proposers past performance.

### **3.D.3 Pricing List and Value Add Items**

This must contain all services and resources to meet the requirements provided in this RFP. Ongoing costs for maintenance, insurance, license renewals, warranties, emergency service, etc. will also be considered.

WTA requires quotes to be as a monthly charge for the service on a per subscriber unit basis. Any costs associated with this project including but not limited to taxes, licenses, permits, bonds, insurance, labor, materials, equipment, overhead, profit, travel, expenses, shipping, and freight should be included in the monthly charge.

Display any implementation charges separately.

Proposers are advised to review [Part\(s\) 5.J](#) and [5.K if their](#) proposal involves construction or installation at any of WTA's facilities.

Proposers are required to use [Exhibit E](#). Use of any other form or alteration of [Exhibit E](#) will render the proposal not responsive and it will not be reviewed.

As an additional submission page, identify any value added options, ideas, or services that are beyond the standard requirements in [Part 4](#). An explanation must be provided for each item. The corresponding cost impact of each value added option must be included. These items should be represented as separate, detailed line items.

### **3.D Best and Final Offers (BAFO)**

Selected Proposers may be afforded the opportunity to amend its proposal and make its BAFO. The requests for BAFO's shall include:

- Notice that this is the opportunity for submission of a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format.
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified by WTA for the receipt of BAFO's.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, its immediate previous offer will be construed as its BAFO.

Any modifications to the initial proposals made by a Proposer in its BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the [Evaluation Criteria in 3.D](#).

WTA reserves the right to award without a BAFO.

### **3.E Notice of Intent to Award**

Upon selection of the successful Proposer, WTA will issue a Notice of Intent to Award to all plan holders. The Notice of Intent in no way constitutes a promise to award, rather it is WTA's first step in recommending a contract to its Board of Directors. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent but before the Board of Directors meeting.

Neither party is obligated to perform any item within the scope until a formal contract is signed by both parties.

Proposers are permitted to request a debriefing from the Procurement and Grants Coordinator after the intent is issued.

## **Part 4 – Technical Specifications/Scope of Work**

The RFP shall control if there is any conflict between the scope of work and the submitted Proposal, or any brochures, manuals or other submissions by the Proposer. WTA may require the Proposer to meet requirements, guarantees, warranties, and standards of quality or performance incorporated in the Proposer's submission (or any brochures, manuals or other submissions) if they differ from the scope of work. The proposal shall become a part of any contract awarded.

The proposed radio system shall support the following features and functions:

1. Provide clear voice communication by rejecting static noise throughout WTA's service area.
2. Enable added functionality such as dispatch data and enhanced signal calling.
3. Support digital transmissions by operating in a TDMA, FDMA or CDMA digital mode, include imbedded digital forward error connection technology to increase clarity throughout the range
4. The system must include imbedded software based privacy or scrambling to protect user privacy during communications.
5. Network must include Emergency Declaration capability with single button activation.
6. The system may include the option for imbedded text messaging capabilities.
7. The repeater equipment must have backup power systems in case of a power failure.
8. Guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.
9. The system shall be able to handle a minimum of four (4) talk groups simultaneously over the entire coverage area. WTA reserves the right to negotiate an increase to this amount during the life of the contract if warranted. If Proposers network will supply more or less than four (4) simultaneous talk groups in certain areas of WTA's service area, those areas must be delineated and described during the RFP response.
10. Proposed network must meet the manufacturer performance criteria, if that criteria is greater than the minimum coverage levels listed in #8 above. Proposer must supply technical reports demonstrating the network performance.
11. Preventative maintenance activity shall be scheduled and communicated to WTA to prevent interruption of network service to WTA. A one (1) week written notification must be supplied on any scheduled maintenance work that may impact WTA.
12. Preventative maintenance shall be performed at regular scheduled intervals per manufactures recommendations.

13. Selected Vendor must be willing and able to coordinate its system with future equipment purchases WTA makes from an outside vendor. This may or may not involve working directly with a 3<sup>rd</sup> party to provide a seamless system.

The Vendor shall provide a complete and fully operational system that meets or exceeds the specifications described.

#### **4.A Current Environment**

The existing WTA environment includes three (3) tower sites located at Sumas Mountain, Sehome Hill and Squalicum Mountain. WTA utilizes eight (8) licensed channels in a simulcast/multisite configuration. The current system is an 800MHz analog voice radio system that provides communications to approximately one hundred thirty one (131) vehicles, two transit stations, operations base, four (4) dispatch consoles, four (4) mobile units in dispatch, and thirty (30) portable units.

WTA is located in Whatcom County in the northwest corner of Washington State. Buses travel on major local arterials, as well as on Interstate 5 (including between Bellingham and Mt. Vernon) and State Highway 542 (Mt. Baker Highway). Paratransit minibuses also cover smaller streets throughout its service area including mountainous topography. See [Appendix B](#) for coverage area. Whatcom County has a population of approximately two hundred thousand (200,000) and has seen a population growth of thirteen percent 13% in the last ten (10) years.

#### **4.B Name Brand Specifications**

Where WTA has identified a particular brand within these specifications, doing so is a means to describe an item with the desired characteristics and not a requirement of the scope. Any brand name used is merely as a reference and not as a statement of a requirement or preference for the product specified and not intended to be restrictive. Proposers are encouraged to submit products and services that operate in a similar fashion and have the same or similar characteristics of what is listed here.

If the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

All proposals shall be in strict compliance with the requirements of this solicitation including the provisions regarding "clarification," "approved equals," and "substitutions." .

## **Part 5 – Contract Details**

All submittals become the property of WTA and are subject to public disclosure after award.

Any awarded contract and subcontracts will be subject to the following terms and conditions:

### **5.A Contract Term and Invoicing**

The Contract will be for five (5) years. WTA reserves the exclusive right to extend the Contract for one (1) additional term not to exceed five (5) years.

Payment will be based on successful task completion at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15 days, etc.), Firm Fixed Fee milestones, and corresponding milestone payments. Final project/task order invoices are due within 30 days of project/task order final acceptance. WTA reserves the right not to pay invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable, WTA, 4111 Bakerview Spur, Bellingham, WA 98226 or emailed to [ap@ridewta.com](mailto:ap@ridewta.com). WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

### **5.B Contract Modifications**

- 1) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of the Contract shall be effective without endorsement of the Procurement & Grants Coordinator **and** prior written consent of WTA's General Manager. Oral changes, amendments or agreements are not permitted and will not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of WTA.
- 2) Changes that result in pricing adjustments will be required to be submitted with Vendor cost data. This includes the Vendors profit as it pertains to the change. Profit will reflect the complexity of the work, contractors risk including investment, and what is typical for the industry. WTA reserves the right to negotiate profit as part of the change order<sup>1</sup>. Similarly, all changes will show allowable indirect costs (overhead and General & Administrative). Indirect costs will be allowable according to FAR Part 31.
- 3) Either party may initiate a Change Request to the other in writing. After receipt of any written change request, Contractor shall submit a detailed price schedule proposal for the work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the

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<sup>1</sup> FTA C4220.1F rev G, Chapter VI, 6, a, (2).

meaning of the clause of this Contract titled "Disputes" ([Appendix A #20](#)) however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.

- 4) WTA reserves the right to add or delete items or locations, as determined to be in its best interest, provided such items or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original proposal, and will be evidenced by issuance of a written contract Amendment issued by WTA.
- 5) Any plan or method of work suggested by WTA to Contractor, but not specified or required in writing under the Contract, if adopted or followed by Contractor in whole or part, shall be used at the risk and responsibility of Contractor and WTA shall assume no responsibility therefore.
- 6) Changes that result in pricing adjustments will be required to be submitted with Vendor cost data. This includes the Vendors profit as it pertains to the change. Profit will reflect the complexity of the work, Contractors risk including investment, and what is typical for the industry. Similarly, all changes will show allowable indirect costs (overhead and General & Administrative). Indirect costs will be allowable according to § FAR Part 31.

### 5.C Independent Contractor

The Parties agree that an independent contractor relationship will be created by the Contract whereby, in the performance of this 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.

### 5.D Performance Standards

- 1) The word "*service(s)*" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 2) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the contract requirements, WTA will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any



other rights, WTA may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with the Contract requirements, at Contractor's sole expense; 2) refund WTA the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.

- 3) Contractor shall acknowledge this written notice within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the WTA Project Manager, or designee.
- 4) If the condition cannot be fixed immediately, within seven (7) calendar days of acknowledging said notice, Contractor must provide WTA with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. This plan will include specific measurements to be used in monitoring remedy status. WTA may accept, modify, or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
- 5) In the case of an emergency where WTA believes delay could cause serious injury, loss or damage, WTA may waive the first written notice and either: 1) verbally direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of WTA employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and WTA may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- 6) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, WTA may send a "Notice to Cure ([Appendix A #18](#))" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to WTA's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three (3) business days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for WTA contracts may be rejected without consideration. This procedure to remedy defects is not intended to limit or preclude any other remedies available to WTA by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by WTA of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.



- 7) **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.

## 5.D Enforcement Costs

In the event of litigation between the Parties, declaratory or otherwise, for the enforcement of the Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorneys' fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other Alternative Dispute Resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

## 5.E Supervision and Coordination

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

## 5.F Suspension of Contract

WTA may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA.

## 5.E Warranty

In the event of conflict between Contract terms and conditions and any Contractors submitted warranty, the contract terms and conditions shall prevail. However, to provide WTA the maximum value, WTA may chose the Contractors warranty if deemed more beneficial.

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall conform to the requirements and specifications of this RFP. Acceptance of any materials, supplies, services, equipment, or labor, does not alter or affect the obligations of the Contractor or the rights of WTA.

All work, services and materials furnished under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in

addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.

Contractor warrants that it has the right to sell the products delivered or render services to WTA and that such products/service will be of the highest quality; free from liens, infringements of any third party intellectual property rights, and defects, be in conformance with the Contract Documents, and be fit for the known purpose for which they are sold. Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all products delivered, including, but not limited to WTA's costs and attorneys' fees. All products not so conforming to these standards shall be considered defective. If required by WTA, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of products.

## **5.F Sub-Contracts**

Any subcontractors must be pre-approved by WTA. WTA reserves the right to investigate sub-contractor responsibility prior to confirming award. WTA will not approve change orders to the price for replacing rejected contractors.

Before the project starts, sub-contractors will submit the following documents:

- Insurance requirements listed in [Appendix B](#) #30 or furnish proof of inclusion of the Prime Contractors insurance
- Submit signed [Exhibit B](#), [Exhibit D](#), [Exhibit E](#), and [Exhibit G](#)
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

Contractor and any subcontractor will be jointly and severally, and vicariously liable to WTA and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for or mediate the contractual relationship between subcontractors and the Contractor. The Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete the project.

## **5.G Economic Price Adjustments**

Beginning in 2022, WTA will consider a rate adjustment to the service fee, if requested by the Contractor in writing prior to January 1 of each year of the Contract after 2022. Rates may be adjusted using the following index calculated over-the-year:

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Services.

Rates will not be adjusted more than fifteen percent (15%) above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request by January 31. If approved, a rate increase shall take effect on February 1.

To illustrate:

The service cost proposed on Exhibit D is \$35 per radio. Using the above CPI for Annual Average 2014 and Annual Average 2015 (published in the December CPI Index).

2015 CPI Annual Average for	239.630*
Less 2014 CPI Annual Average for Previous Year	222.578*
Equals index point change	17.052
Divided by 2014 CPI Annual Average	222.578*
Equals	0.077
Result multiplied by 100	0.077 x 100
Equals percent change	7.7

\*The figures in this table are fictitious and only used for illustration.

The adjustment will be based on the 7.7% change.

The adjustment of 7.7% would then be calculated:  $\$35 \times 7.7\% = \$37.69$ . The service cost would then be increased to \$37.69.

Should the referenced CPI-W index be discontinued, the index for All Items will be used.

## **5.H FCC Licensing**

At the time of contract execution, the Vendor will possess all required FCC licenses, pay all applicable fees, and renew licenses to maintain the radio system for the term of this contract and subsequent contract renewals.

WTA will require copies of these licenses as part of the contract execution.

## **5.I Access to Records and Sites of Project Performance**

As a recipient of FTA and State funds, WTA agrees to:

1. 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

## 5.J Prevailing Wage

If applicable, Prevailing Wage may apply to some aspects of the work.

- A. If applicable to any work under the Contract, RCW Chapter 39.12 requires Prevailing Wage to be paid to all workers on this Contract. The described work may include more positions or less, depending on the final negotiated scope of work. Complete job descriptions can be found in Chapter 296-127 WAC. Contractor is responsible for correct applicability and reporting of Job Descriptions.
- B. Applicable Prevailing Wage rates for Whatcom County may be found at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- C. Contractors will use wage rates effective as of the bid due date listed in [Section 2.A](#) . A copy of the applicable wages rates is available for viewing by request. WTA will also mail a hard copy of the wage rates upon request.
- D. If required under applicable law, the Vendor will be required to meet Washington State Prevailing wage rates in effect at the time of RFP release for the first year of the Contract, unless exempt under WAC 296-127-430, "Conditions for Granting a Sub-prevailing Wage Certificate".
- E. The Contractor and all subcontractors are required to file the Intent to Pay Prevailing Wage form with the State of Washington before invoices are paid, where prevailing rates are required. An Affidavit of Wages Paid must be filed at project completion. Certified payrolls must be included with invoices as proof of payment of prevailing wages. Contractor agrees to pay the Department of Labor and Industries the required fee with each Statement of Intent to Pay Prevailing Wages and each Affidavit of Wages Paid submitted, and those costs may be included in the Base Bid.
- F. Contractor, each subcontractor, and other person required to pay the prevailing rate of wage shall post in a location(s) readily visible to workers at the job site: (1) a copy of the statement of intent to pay prevailing wages approved by the industrial statistician of the Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing rates may be made.
- G. Davis Bacon wage rules do not apply to this contract.

## 5.K Sales Tax on Installation

If applicable to any construction work under the Contract, WAC 458-20-171 exempts WTA from the payment of Sales Tax on materials in certain areas of WTA's facilities. Please



notify the Procurement and Grants Coordinator for a copy of the binding ruling from the Department of Revenue prior to preparing a proposal involving construction.

## **Part 6      Proposals as Public Records**

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 Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

### **Proposals Marked Confidential:**

If WTA receives any public disclosure request 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, will be initially withheld and WTA will notify the 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 public records request, subject to any court order or injunction that bidder may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert costs, and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid 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. Vendor, 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 public disclosure request 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 vendor. Vendor will need to seek judicial approval to prevent such disclosure, at its expense. Vendor, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

## Part 7 – Appendix

### Appendix A: General Contract Terms and Conditions

The Contractor agrees by submitting a proposal to WTA that in addition to those terms and conditions set out in Part 5, the following general provisions will be included in any final contract between the WTA and the successful Proposer, unless any term is inconsistent or less restrictive with a provision in the specifications, in which case the specifications shall control. Similarly, all terms and conditions will be included in any subcontracts let as part of this contract.

1. Contract Documents: in order of precedence, include:
  - Request for Proposal 2016 - 212 including Part 4 and Part 5
  - Scope of Work in [Part 4](#)
  - RFP Appendices
  - Issued Addenda (if applicable)
  - Contractor Pricing & Response
  - Completed Exhibits
  - Executed Contract
  - Purchase Orders
  - Change Orders
2. Contract Representatives:
  - a. WTA's contract administrator: Magan Waltari, [maganw@ridewta.com](mailto:maganw@ridewta.com), 360.788.9332
  - b. WTA's project manager Mike Bozzo, [mikeb@ridewta.com](mailto:mikeb@ridewta.com), 360.788.9351.
3. Notices: All contract notices and waivers must be in writing. Verbal notices will not be accepted. Notice is considered received within 5 business days after issue.
4. Payments: Invoices are paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work. WTA will adhere to a previously negotiated payment schedule, including any terms based upon negotiated milestones.
5. Taxes: A Contractor should include applicable Washington State Sales and local tax as a separate line item on the invoice, exclude Federal Excise Tax, and supply exemption certificate when necessary.
6. Guarantee: Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warrantied for a minimum of one (1) year after final invoice payment unless agreed upon otherwise.
7. Inspection and Acceptance: Services performed and goods provided to WTA will be monitored, inspected, and conditioned upon acceptance by WTA or designee. Acceptance of any portion of the services or goods to be provided does not release the Contractor from liability for faulty workmanship or goods, or failure to comply with all contract terms and conditions. WTA may inspect all goods and services at any time during the contract term. WTA may, in its discretion, reject goods or services not conforming to specifications. Until delivery & acceptance by WTA, risk of loss or



damage to goods will be with the Contractor unless the loss or damages is caused by WTA's negligence.

8. Change Orders: WTA's General Manager and Procurement & Grants Coordinator or designee must approve any change orders in writing. Work performed without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete work from this contract, and will make appropriate adjustments to the contract price. Any additions or changes to the scope of work that WTA determines are significant must be submitted to a competitive bidding process outside of this contract.
9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. Any contract financed with FTA assistance must comply with applicable Federal requirements. Any applicable law or regulation change will apply to the project as required.
10. Licenses, Permits, And Taxes: Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services for or provide the goods to WTA.
11. Civil Rights Requirements and Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification in the performance of this contract, or in any hiring or employment resulting from this contract. Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and their regulations. Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
12. Personal Liability: In no event shall any official, officer, employee, or agent of the WTA be liable or responsible for any term or condition of this contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract.
13. Assignment: This contract may not be assigned or subcontracted by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion.
14. Project Time Limit: All goods and services shall be provided within negotiated time periods. Modifications to any time periods will only be granted by WTA if contractor is delayed by causes outside of its control, such as weather, nature, labor stoppages, ware or similar cause. If Contractor fails to work for more than seven (7) working days as called for under the Contract, and is not excused, WTA may terminate the contract and complete the contract on its own or through another contractor. In such event, Contractor shall be responsible for all expenses reasonably incurred by WTA in completing the work, above and beyond the original contract price, and all legal, or other costs associated with the contract termination.
15. Delays and Extensions of Time: Contractor waives claims for damages for any hindrance or delay in performing under the contract, except those incurred for



unreasonable delays caused by WTA. Contractor may be granted equivalent extensions of time under the following circumstances:

- Contractor shall be granted an extension for a delay caused by any suit or other legal action against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a contract termination or grant a further extension of time, whichever is in the best interest of WTA.
- Time lost due to inclement weather which could not have been anticipated by Contractor, but only subject to the approval of the WTA.
- Time lost due to a strike, fire, flood, a natural disaster, or events which are not the fault of or are beyond the control of the Contractor, but only subject to the approval of WTA.

If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

16. Termination for Convenience: WTA may terminate all or part of this contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods completed, and equipment or property of WTA. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods.
17. Termination for Breach / Default: If Contractor breaches any term of the contract, WTA may terminate this contract for default by providing written notice to Contractor. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods. In addition to the right to terminate, WTA shall be entitled to seek and recover all available remedies against Contractor and its sureties caused by default.  
If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.
18. Opportunity to Cure: Where Contractor has breached this contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach. In such case, WTA will detail in writing what Contractor must do to remedy the breach. If Contractor does not satisfactorily remedy the breach, WTA may terminate the contract without any further obligation to Contractor.
19. No Waiver of Rights by WTA: WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the contract for any other breach by Contractor.
20. Indemnification/Hold Harmless: Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, liability or damages of any kind arising out of (a) Contractor's goods or services provided to WTA; (b) Contractor's actions or business operations; (c) Contractor's actions taken under the Agreement, or for breach of the Agreement; (d) Contractor's alleged infringement of any intellectual property rights; or (e) Contractor's negligence, errors or omissions, misconduct,

violation of any law, unpaid wages or services. Contractor will defend itself at its own expense in any lawsuit. Such duties shall apply to any claim covered by the above obligation and brought by an employee of Contractor, and in this limited context, Contractor waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51. Notwithstanding the above, Contractor shall be strictly liable to indemnify, hold harmless and defend WTA from and against any claim, suit, demand, action, remediation expenses, judgment or occurrence arising out of a release of any hazardous substance as that term is defined under the Washington State Model Toxics Control Act, RCW Chapter 70.105D.

21. Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any dispute to interpret or enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this court. In any action to enforce or interpret this contract, the prevailing party shall be entitled to recover, in addition to all other remedies, recovery of its reasonable attorneys' fees incurred.
22. Refusal to Execute Contract: If Contractor refuses to execute the contract, furnish performance specific bond, or provide proof of insurance within fifteen (15) days of contract award, the WTA General Manager may withdraw the award, and award the contract to another bidder or resubmit for bidding.
23. Substitute Services & Damage Recovery: If Contractor breaches any portion of the contract, WTA may seek all remedies allowed by law, including to procure substitute services or products elsewhere and recover its damages, attorneys' fees and costs from Contractor.
24. Severability: If any portion of this contract is legally unenforceable or invalid that portion shall be renegotiated. The remaining portions of the contract shall remain in full force and effect.
25. Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two or more people or entities, each partner and/or joint venture party shall be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the contract. Notice given by WTA under this contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners.
26. Notice of Breach: Contractor will notify WTA immediately if it/he/she becomes aware of any breach of this contract, or commission of an error or omission. Any work done by Contractor after such discovery will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.
27. Audit, Inspection and Retention of Records: If a Federal contract or if a state grant contract, WTA, or its agents, may inspect and audit all of Contractor's records relating to the contract. Contractor agrees to retain records relating to the contract for three (3) years after final payment.
28. Dispute Resolution: If Contractor has a dispute relating to the contract, Contractor must submit a request for administrative review of the dispute to the WTA Director of Finance or Designee within ten (10) business days after Contractor becomes aware of such dispute. The Director of Finance will provide a written determination within three

(3) business days of notification. An appeal of the Directors decision must be made to WTA's General Manager within three (3) working days of receipt of the decision from the Director of Finance. The General Manager will make a written determination to the Contractor that shall be final and conclusive within three (3) business days. Additional appeals will be made at the Contractor's expense in the Superior Court for the State of Washington, Whatcom County. Compliance with this dispute resolution procedure shall be a condition precedent to Contractor's right to commence an action against WTA. Pending final decision of any dispute, Contractor shall proceed diligently with the performance of the contract. This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

29. **Force Majeure:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. In the event Contractor is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Contractor agrees to make such delivery or performance as soon as practicable or shall immediately assist WTA in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

a. **Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

b. **Rights Reserved:** WTA reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against WTA.

30. **Contractor's Liability and 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 Commissioner<sup>2</sup>. 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

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<sup>2</sup> RCW 48

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.

- a) Coverage will include claims for damages arising from Contractor's performance for:
- Property Damage including Premises and Operations
  - Explosions, Collapse and Underground Hazards
  - Medical Expenses
  - Protective Liability
  - Products/Completed Operations
  - Liability assumed under an Insured Contract (including defense costs assumed under contract)
  - Broad Form Property Damage
  - Independent Contractors
  - Personal/Advertising Injury
  - Stop Gap Liability

The Contractor and subcontractors must procure the following minimum insurance:

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

- 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.

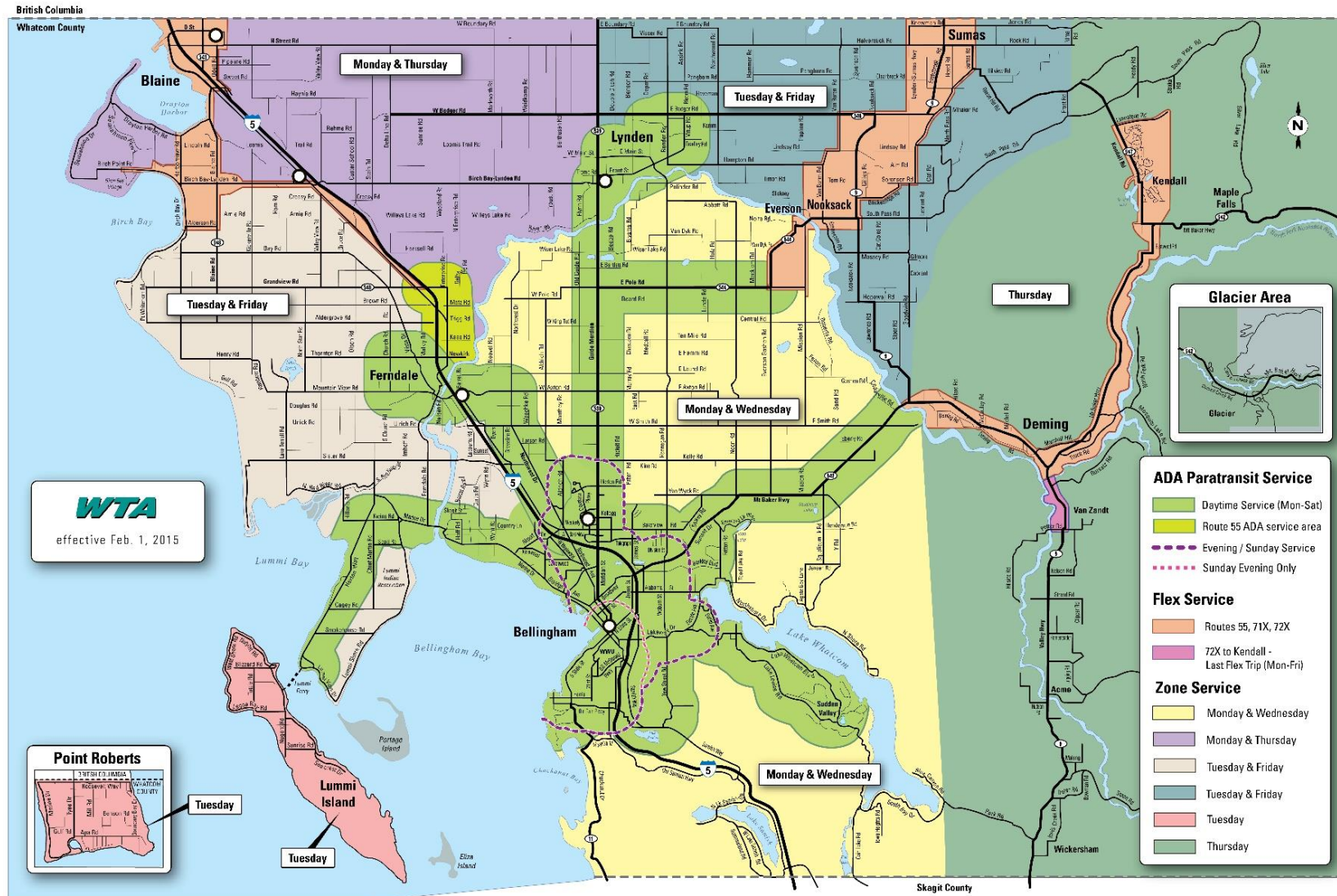
Where applicable, Contractor and its subcontractors will take out and maintain during the life of this Contract, Professional Liability Insurance.

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

31. Safety Measures: All work under this Contract will be performed in a safe manner. The Contractor and all subcontractors will follow all rules and regulations of the Washington State Department of Labor and Industries, OSHA, WISHA, and all other applicable safety standards. The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours. The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.
32. Project Time Limit: Contractor agrees to pursue completion of the project at all reasonable times within the agreed timeline. Project delay is allowed only if delayed by inclement weather, or other element of nature preventing work from continuing. Should Contractor fail to proceed with the work for more than seven (7) working days with no notice to WTA, Contractor is considered to have abandoned the project. WTA may elect to terminate the contract and proceed to complete the contract using its own forces or an independent third party. In such event the Contractor will be responsible for all reasonable expenses incurred by WTA to complete the work. The Contractor will also be responsible for all legal, engineering or other costs caused by their abandonment, failure or refusal to complete the project within the time provided.
33. Compliance with State, Local, and Federal Rules and Regulations: Contractor will ensure they are properly licensed and have all necessary operating permits and business registrations, and pay all fees and taxes according to local ordinances, state law, and Federal law. Contractor shall provide documents confirming that it has obtained any local business registrations that may be required upon request by WTA.



## Appendix B: WTA Service Area – Whatcom County ONLY



## Part 8 – Exhibits

### Exhibit A: Proposer's Checklist

This checklist is a tool to assist Proposers in the submission of a proposal and is not required as part of the proposal submission.

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 solicitation document.

The following information, forms, and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Failure to include any of requested information and properly completed forms and may be cause for immediate rejection of the proposal.

- ☐ Proposal Confirmation & Cover Sheet ([Exhibit B](#))
- ☐ Vendor info & References ([Exhibit D](#))
- ☐ Price Proposal Sheet ([Exhibit E](#))
- ☐ Value Added Options, if applicable (no form or exhibit)
- ☐ Identified Risk Items, if applicable (no form or exhibit)
- ☐ Conflict of Interest Certification ([Exhibit F](#))
- ☐ Conflict of Interest Declaration, if applicable (no form or exhibit)
- ☐ Debarment, Compliance, & Conflict of Interest Acknowledgement ([Exhibit G](#))
- ☐ Submission Package ([Section 2.E](#))

Inclusion of any other information or marketing material will not be reviewed or considered in evaluations or award.

Submission of a proposal acknowledges that WTA will not enter into a contract that contradicts any of the parts included in the RFP packet.

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





## Exhibit B: Proposal Confirmation & Cover Sheet

All fields must be completed if applicable. Failure to complete this form in its entirety will result in the proposal being rejected as non-responsive.

Proposers Business Name:		
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation (State of Incorporation ____ ) <input type="checkbox"/> Other		
Physical Business Address (Must NOT be a PO Box)		
City	State	Zip Code
Business Telephone #	Business Fax #	Business Email
Business License# & State of Issue	EIN#	
Receipt is hereby acknowledged of Addenda No(s): ____ ____ ____ ____ ____ ____ ____ <b>NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the proposal</b>		

### **OFFICIAL AUTHORIZED TO SIGN FOR BIDDER**

<i>"I declare under penalty of perjury under the laws of the State of Washington that the proposal submitted is genuine. This proposal is not fake or made on behalf of any person who has an interest in the award. No other Proposer has been solicited to put a false bid, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other Proposer through collusion. All statements and information contained in the submitted proposal are true, correct, and based on the requested scope of work. All employees and agents of the Proposer are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost. My signature below assures WTA that the firm acknowledges it has read and is familiar with the requirements set forth in this Packet."</i>	
<b><u>Signature</u></b>	<b><u>Date</u></b>
<b><u>Print Name &amp; Title</u></b>	<i>The individual named herein is duly authorized to obligate the firm to a contract.</i>

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

**THIS FORM MUST ACCOMPANY PROPOSAL**



## Exhibit C: Request for Exceptions, Approved Equals, and Questions/ Clarifications

Please submit one form per request by June 1, no later than 5:00 PM PST

Project Title: Radio System

Project #:2016 - 212

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

Document Reference (Check one)

- ☐ General Requirements Change/Question
- ☐ Specifications/Scope of Work Change/Question
- ☐ Contract Terms & Conditions Change/Question

Section Title: \_\_\_\_\_

Proposer's Request:

\*\*\*\*\*

**WTA Response:**                      Approved: ☐                      Denied: ☐

**WTA Comments:**

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

\_\_\_\_\_  
Date



## Exhibit D: Vendor Information & References

In the section below, please provide the requested information about your organization. This exhibit is not to be submitted in place of the proposal summary letter outlined in Section 2.E. **Failure to provide ALL requested information will result in rejection of the submission as non-responsive.**

BUSINESS NAME	
PRIMARY CONTACT <ul style="list-style-type: none"><li>• Name</li><li>• Title</li><li>• Phone</li><li>• Email</li></ul>	
YEARS IN INDUSTRY	
ANNUAL REVENUES*	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 – 2 million <input type="checkbox"/> \$2 – 5 million <input type="checkbox"/> \$5 – 10 million <input type="checkbox"/> More than \$10 million
MBE/DBE <input type="checkbox"/> Yes <input type="checkbox"/> No DBE Registration# _____	SBA <input type="checkbox"/> Yes <input type="checkbox"/> No SBA Registration# _____
STAFF SIZE List staff numbers & positions who will be assigned to this contract	
CUSTOMER LIST (3-5 additional customers besides references below)	
NAICS NUMBERS (naics.org for more info)	

\* WTA reserves the right to request financial statements from Proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the proposal being rejected as non-responsive and not responsible

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

**THIS FORM MUST ACCOMPANY PROPOSAL**



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**Exhibit D: Vendor Information & References, Continued**

Please list a total of 5 customers from the last three (3) years for whom you have performed service similar to what the WTA is seeking in this RFP. Please use the following format:

1. Name  
Address  
Contact Name, Phone number, Email address  
Length of service  
Service Performed  
Total contract value



## Exhibit E: Price Proposal Sheet

Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA requires quotes to be as a monthly charge for the service on a per subscriber unit basis. Any costs associated with this project including but not limited to taxes, licenses, permits, bonds, insurance, labor, materials, equipment, overhead, profit, travel, expenses, shipping, and freight should be included in the monthly charge.

Display any implementation charges separately.

Express any value added options or ideas that may benefit the agency on a separate sheet. This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics. Before award, WTA will determine if the value added items will be accepted or rejected.

The Proposer agrees that the WTA shall not be liable on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Proposer's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

**Contract through 2018**      **Monthly Service Charge per unit \$** \_\_\_\_\_

**Contract through 2019**      **Monthly Service Charge per unit \$** \_\_\_\_\_

**Contract through 2020**      **Monthly Service Charge per unit \$** \_\_\_\_\_

**Contract through 2021**      **Monthly Service Charge per unit \$** \_\_\_\_\_

**Implementation Charges**      **\$** \_\_\_\_\_

Some aspects of work may involve WAC Rule 171. Please see [Part 5.K](#) for more information.

Please list any price breaks for units. Example: 100-150 subscriber units receive a 2% discount off monthly rate.

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

**THIS FORM MUST ACCOMPANY PROPOSAL**



## Exhibit F: Conflict of Interest

STATE OF WASHINGTON }

} ss.

COUNTY OF }

The undersigned, being first duly sworn, on oath, states on behalf of the Proposer:

### 1. Conflict of Interest

The Proposer, by entering submitting this proposal to Whatcom Transportation Authority (WTA) to perform or provide work, services or guarantees and ensures, that it has no direct or indirect financial or proprietary interest. Proposer shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under a Contract. Proposer shall not employ any person or agent having such interest. In the event that the Proposer or its agents, employees or representatives acquires such a conflict of interest, it shall immediately disclose such interest to the WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as the WTA may require.

### 2. Contingent Fees and Gratuities

That the Proposer, by entering into this contract with the WTA to perform or provide services or materials for the WTA has thereby covenanted, and by this affidavit does again covenant and assure:

That no person or selling agency except bona fide employees or designated agents or representatives of the Proposer 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; and

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.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by the \_\_\_\_\_ - (firm) to execute the affidavit and did so as his/her free act and deed.

SEAL:

\_\_\_\_\_ residing at \_\_\_\_\_.

Expiration of Commission: \_\_\_\_\_.

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

**THIS FORM MUST ACCOMPANY PROPOSAL**



## Exhibit G – 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 Federally or Washington State debarment lists
2. Proposers agree to adhere to ADA requirements
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 Provider 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.

Proposer's Initials

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

**THIS PART MUST ACCOMPANY THE PROPOSAL**