



**Whatcom Transportation Authority  
REQUEST FOR PROPOSALS  
FOR  
ARMORED CAR AND CASH COUNTING  
SERVICES**

**#2016 - 256**

**SOLICITATION RELEASE DATE:**

June 17, 2016

**SOLICITATION DUE DATE AND TIME:**

July 15, 2016 no later than 5:00 PM

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

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## Part 1 – General Information

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. WTA is a municipal corporation formed in 1983. The transit revenue fleet consists of 60 fixed route buses, 41 paratransit vehicles, and 39 vanpools.

WTA'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

Additional information about WTA can be found at [www.ridewta.com](http://www.ridewta.com).

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

WTA is currently seeking cash processing and armored transport service twice weekly to two of WTA's locations.

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

Throughout this RFP the terms vendor, contractor, and proposer are used interchangeably.

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 - Submission Guidelines

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

### 2.A Procurement Schedule

Activity	Date – 2016
Procurement Request Released	June 17
Submissions Due*	July 15, No later than 5:00 PM PST
Finalist Interviews**	July 28
Final Selection (Best & Final Offer)**	July 29
Notice of Intent to Award***	August 1
Estimated Award Date	August 18

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

*\*\*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.

Proposers should be willing and able to attend finalist interviews in person. Interviewee's will be notified by the close of business on July 22<sup>nd</sup> 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.

### 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 proposals, conditioned proposals, or proposals containing erasures, alterations, or items not called for or are not in conformance with 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 required format
- 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 WTA
- The proposal is conditioned in any way or 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 the Notice of Intent to Award is issued. Refer to [Section 2.I](#) 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 Best and Final Offer (BAFO) deadline.

WTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, including financial 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. Please refer to [Section 2.I](#) for more 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 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.). Each envelope shall be plainly marked "Sealed Proposal RFP #2016-256." WTA will not be held responsible for premature opening of proposals that aren't properly addressed or identified.

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.

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.

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.

## 2.D Specification Details & Request for Alternates

All specifications in this solicitation are designed to enable a Proposer(s) to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of meeting the actual needs of the procurement. Any Proposer(s) believing a specification or contract term is unnecessarily restrictive must indicate such on the "Request for Clarifications or Alternates" [Exhibit I](#), and submit to the Procurement and Grants Coordinator before the proposal deadline.

A manufacturer or supplier choosing not to produce or supply equipment, supplies, or services as specified will not be considered sufficient cause to consider these specifications as restrictive. Proposers shall bid goods and services which they believe comply with these specifications.

Proposer's offers of substitution shall be made in writing on [Exhibit I](#) to the Procurement & Grants Coordinator and include sufficient data to assess the acceptability of the contract term, service material, or equipment for the particular application and requirements. The proposer must provide a detailed cost comparison between any good, equipment, or material requested in this RFP and what is being proposed as an alternate solution. This request must also demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the proposer.

While WTA might not take any objections to the proposed substitution, such action shall not relieve the Proposer from responsibility for the efficiency, sufficiency, quality, and performance of the substitution, 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.

If the Proposer wishes to offer a substitution, the Proposer 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 Contractor.

Proposers desiring alternatives or exceptions to any contract terms or performance requirements must submit their requests prior to bid close using [Exhibit I](#).

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal are cause for the proposal's rejection as non-responsive.

## **2.E Submission Packages**

Failure to include any of the requested information will render the proposal non-responsive. Submissions should be single spaced, no columns, and 12 point font. Failure to follow this requirement will render proposal as non-responsive.

### **1. General Information:**

- A. Illustrate details of the firm. Include general information regarding organizational structure, size, capabilities, and the firm's qualifications and experience in executing similar scopes of work.
- B. Present skills about staff providing service. This should also include any education, licenses, or certificates held.



- C. Describe the firm's experience and knowledge in providing secure cash handling services.
  - D. Details of the "Chain of Custody" process. Include elements relating to notifications and documentations provided and required.
  - E. Provide detailed information about any lawsuits, liens, restraining orders, foreclosures, or other legal/financial actions pending, in progress, or which have been brought against your company in the last three (3) years.
  - F. Provide detailed information about any disciplinary actions that are pending, in progress or which have been brought against your company in relation to public agency contracts the last five (5) years. This includes, but is not limited to cure notices, termination, and law suits.
  - G. Describe possible labor relations issues that may affect your company's ability to provide service, including how often these incidents occur.
  - H. Average tenure of employees by classifications (management, drivers/guards, clerical, etc.)
  - I. Detail how the customer-service performance measurements are monitored and reported.
  - J. List standard industry training required and special/additional training for guards your company provides or contracts for (include firearms training).
  - K. Provide a statement of your company's alcohol, substance abuse and firearms policy.
  - L. Provide in detail your company's hiring standards (include background checks, drug testing, etc.)
  - M. Describe contingency plans for ensuring timely delivery to the cash vault.
  - N. Describe how you would respond to a catastrophe within your normal operating guidelines (include contingency plans for failed systems and insufficient labor resources)
2. Client References  
Provide reference information for at least 5 clients from the last 3 years. These customers will have similar scopes to what is being proposed. Other public agencies are preferred but not required. Contact information must be current and accurate in order to be evaluated.
3. Provide rate schedule.  
This should include labor, materials, travel, taxes, and any other reimbursable fees. (Use [Exhibit D](#)).
4. Risk Assessment Plan – [Exhibit E](#)  
Identify major project risks that are outside of the firm's control. Include concerns relating to performance success, explain why the risk is a risk, and make sure the risk is specific to the proposed contract. Identify solutions to avoid or minimize the identified risks. Develop a plan to reduce the impact to the project and prioritize the risks in order of importance.

5. Project Capability – [Exhibit F](#)  
Demonstrate the firms understands of WTA’s needs, existing environment, and scope of service that is requested. 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. Include performance information describing the experience, expertise, and capability of firm and staff.
6. Value Add Plan – [Exhibit G](#)  
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. If none exist, indicate that on the Exhibit.

## 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 H](#) and [Exhibit J](#) with their proposal indicating their understanding and acknowledgement of this section.

## 2.G Addenda

Addenda will be issued to all plan holders should questions or clarifications be deemed significant enough to affect received proposals. It is the proposer's 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 solicitation packet from the procurement office, and posted on WTA website.

Proposals 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  
4111 Bakerview Spur  
Bellingham, WA 98226  
360.788.9332  
procurement@ridewta.com

## 2.I 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 WTA staff or the 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 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 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.J Inter-local Purchasing**

This award shall be subject to RCW 39.34 Inter-local Cooperation Act where other government agencies may purchase on WTA's request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

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

If necessary, committee members may be substituted.

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

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, or that WTA is required to engage all proposers in interviews, demonstrations or BAFO's.

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

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 will be reviewed for conformance with the instructions and requirements of the RFP and Contract documents. 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 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, reservations, or understandings 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.B Minimum Proposer Qualifications**

WTA requires all proposers to meet the following qualifications in submitting a proposal. Proposals not meeting these minimum qualifications will not be reviewed.

- Current Armed Security Guard license is held by applicable staff as described in RCW 18.170.040
- Company will possess a private security company license as described in RCW 18.170.060
- Have depository capability, able to provide secure storage and liability protection in the amounts specified in [Section 6.I](#) with 100% coverage for any loss.
- Be part of a firm with at least five (5) years of service including experience transporting bank deposits in the last five (5) years.

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 bid rejection. Please refer to [Part 7](#) for the handling of "Confidential" or "Proprietary" information.

### **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:

- 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.

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 [Section 2.I](#) regarding public records. WTA may reject a proposer refusing to present any requested material citing confidentiality or proprietary information.

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

Proposals shall be evaluated as follows with the criteria listed in order of importance to WTA. The highest scoring proposers may be invited to phone or in-person interviews for additional evaluation. WTA reserves the right to make an award without an interview. 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 WTA to award a contract to the lowest cost proposer.

<b>Criteria –</b>	<b>Points</b>
<b>Project Capability &amp; Risk Identification</b>	40
<b>Past Performance Information</b>	35
<b>Price &amp; Value Adds</b>	25

#### **3.D.1 PROJECT CAPABILITY**

Capability indicates 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 describe their plan or approach. This may include documented performance of the firm or key individuals. For example, how a firm can prove expertise or sell abilities, where similar solutions have been implemented in the past, how accuracy is guaranteed with cash handling, what steps are taken to ensure staff has the requisite character and reputation for this type of work.



Capability also indicates a firm's ability to identify potential risks during contract performance. Identify risk items proposers do not control and clearly state the plan to minimize these risks from negatively impacting project performance.

### **3.D.2 PAST PERFORMANCE INFORMATION**

WTA will survey each company listed in the Vendor Information & Reference ([Exhibit C](#)). Information will be collected on the firm and any other critical members of the proposer's staff.

### **3.D.3 PRICE**

This must contain all services and resources to meet the requirements provided in the Scope of Work Part 4. Pricing must include all conceivable aspects of completing the work. This should include (but is not limited to) labor, expenses, overhead, materials, travel, and applicable taxes.

Price will be based on a 5 bag pick up. Price for bags over and above this maximum must be reflected in "Excess Item Handling".

On [Exhibit G](#) 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.

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

Selected proposers may be afforded the opportunity to amend proposal(s) 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 Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their 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. 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.F Notice of Intent to Award**

Upon selection of the successful proposer, WTA will issue a Notice of Intent to Award to all proposers. The Notice of Intent in no way constitutes a promise to award; rather it is the agency'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.

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



## Part 4 – Scope of Work

### 4.A Introduction

Whatcom Transportation Authority (WTA) utilizes armored transport service at two Bellingham locations:

1. **Bakerview Spur Maintenance, Operations & Administration Base (MOAB) ()**, 4111 Bakerview Spur
  - Pick up currency and coin deposits 2 times weekly
2. **Bellingham Transit Station (BTS)**, 205 E. Magnolia St.
  - Pick up regular bank deposits 2 times per week
  - Drop off coin order 1 time each week

### 4.B Background

Armored transport is used to ensure auditable and accurate currency and coin processing.

The table below shows average quantities and dollar amounts of a typical bi-weekly collection and the average for a month. The average is based on January, May and November 2015 farebox collections and represent two typical collection months (January & May) and one slower month (November).

CURRENCY TYPE	Daily Pickup Quantity	Daily Pickup Amount	Monthly Pickup Quantity	Monthly Pickup Amount
<b>PAPER</b>	<b>AVERAGE</b>			
<b>\$100</b>	0	\$ -	-	\$ -
<b>\$50</b>	0	\$ -	-	\$ -
<b>\$20</b>	0	\$ -	-	\$ -
<b>\$10</b>	0	\$ -	-	\$ -
<b>\$5</b>	7	\$ 35	50	\$ 250
<b>\$2</b>	1	\$ 1	4	\$ 8
<b>\$1</b>	3655	\$ 3,655	26,806	\$ 26,806
<b>Total Paper</b>		<b>\$ 3,691</b>		<b>\$ 27,064</b>
<b>COIN</b>	<b>AVERAGE</b>			
<b>1.00</b>	107	\$ 107	786	\$ 786
<b>.50</b>	0	\$ -	-	\$ -
<b>.25</b>	5422	\$ 1,355	39,759	\$ 9,940
<b>.10</b>	1266	\$ 126	9,283	\$ 928
<b>.05</b>	708	\$ 35	5,191	\$ 260
<b>.01</b>	526	\$ 5	3,860	\$ 39
<b>Total Coin</b>		<b>\$ 1,630</b>		<b>\$ 11,952</b>
<b>TOTAL \$\$ COLLECTED</b>		<b>\$ 5,320</b>		<b>\$ 39,014</b>
<b>BUS TOKENS</b>	<b>AVERAGE</b>			
	<b>177</b>		<b>1297</b>	

#### **4.C Scope**

Services provided to MOAB:

- Twice per week, Contractor will pick up, transport, and process for deposit coin and currency that has not been sorted, stacked, or counted.
- Coin and currency will be separated from tokens and foreign objects.
- Foreign objects will be discarded by contractor.
- Tokens will be returned to WTA.
- Separated money will be counted and transferred to Peoples Bank within two business days of pick up.
- Contractor will provide a Count Report to WTA prior to the deposit.
- During regularly scheduled pick-ups, Contractor will pick up additionally prepared deposits processed separately by WTA staff. These deposits will be delivered to Peoples Bank at the same time as other WTA deposits.

Services provided to BTS:

- Twice per week, Contractor will pick up prepared deposits from WTA Staff and deliver them to Peoples Bank.
- Once per week, during regularly scheduled pick-ups, Contractor will deliver pre-ordered coin from People's Bank.

#### **4.D Reference Documents**

<b>Document Identification</b>	<b>Title</b>
RCW 18.170	Security Guards
RCW 18.170.040	Armed Private Security Guard License
RCW 18.170.060	Private Security Company License
BMC 6.05.0258(a)	Bellingham Municipal Code

#### **4.E Technical Requirements**

##### **A. General Performance Requirements**

1. The contractor will assign a single, primary account representative.
2. The contractor will provide a number for live access to staff. Staff must be available between the hours of 7:30am and 5:00pm Pacific Time.
3. Contractor and WTA will mutually agree upon two (2) weekdays for deposit pick-up. If a pickup falls on a bank holiday the funds must be vaulted then deposited the next available banking day.
4. Contractor must contact WTA within 15 minutes of missing a pick-up. Any costs incurred by WTA for pick-up failure shall be paid by the contractor. In addition,

contractor will not be paid for that pick-up if a re-scheduled pick-up is not performed. Failure to perform a scheduled pick-up is a serious issue that may result in penalties and corrective actions, such as suspension and/or termination of contract.

5. Contractor must notify WTA via phone, or provide an acceptable tracking method, to indicate when they will have late pickups.
6. The contractor agrees to furnish, at all times, the most expeditious and efficient service possible within the timeframes established and agreed to.
7. The contractor must be able to provide service Monday through Friday.
8. The contractor shall not assume that pick-ups will not be needed on holidays. Contractor shall contact and coordinate with WTA prior to holidays to determine need for service.
9. The contractor must possess a private security company license as described in RCW 18.170.060. This license must be kept current through the entire contract term.
10. The contractor must provide licensed, armed, security guards for services performed under this contract. These employees shall remain licensed as described in RCW 18.170 through the contract term.
11. The contractor is responsible for providing distinctive and appropriate uniforms and ensuring the guards are neat and clean in appearance. A photo identification issued from the contractor shall be worn at all times.
12. The contractor must have depository capability, provide secure storage, provide log book or log sheets showing: bag number; amount of deposit; date; initials of courier driver and employee at pick up location; liability protection, revenue delivery and pick up for bank deposit on a day-to-day basis.
13. The contractor's vehicles shall all have valid vehicle registrations, insurance and permits. Vehicles used shall be clearly marked with the company name. Vehicles must be properly armored and equipped for armored car service. Vehicles such as non-armored automobiles, vans, and light truck shall not be used.
14. The contractor shall provide tamper-evident deposit bags to WTA within two (2) business days of request, free of charge.
15. The duration of stop times shall be 10 minutes or less, unless otherwise negotiated. This time shall commence when the authorized representative

enters the building and will end upon receipt of the final deposit bag. Contractors shall submit a price for a per-minute charge for additional time spent over 10 minutes ([Exhibit D](#)). No charges are allowed if the 10-minute stop time is exceeded due to fault or failure of the contractor.

16. The contractor shall provide a receipt to the customer upon pick up. At a minimum this receipt shall include: WTA employee name, name and ID number of contractor's employee conducting the pick-up, date, time, number of bags picked up, and signatures of company employee and customer employee.
17. The contractor shall be responsible for collecting a receipt from the bank when deposits are made. It shall be the responsibility of the contractor to retain these receipts through the contract term. Copies of bank receipts shall be provided to WTA upon request. If deposit is made to a vault, contractor shall provide copies of manifest upon request.
18. Contractor pricing will be based on a minimum of 5 bags per pick up.
19. The contractor shall be responsible for all investigative fees associated with allegations of theft or loss if the customer is not found to be at fault.

B. Special requirements for MOAB:

Pickup time shall be within a mutually agreed on one-hour window. 10-15 minutes prior to arrival, Contractor will notify designated WTA staff. WTA staff must be present during all Contractor pick-ups.

After pickup, Contractor will separate bus tokens from coin and currency. Contractor will then process coin and currency for deposit. Bus tokens will be returned to WTA within five (5) business days. Any foreign objects will be disposed of by Contractor.

A Count Report of the currency received will be completed and submitted to WTA 24 hours prior to funds deposit at People's Bank. The Count Report (sample on [Appendix B](#)) will match the deposit slip serving as a form of reconciliation for the Contractor and a measure of performance for WTA. Consistent inaccuracies between the Count Report, deposit slips, and actual deposit amounts may be considered a material breach of contract.

C. Special requirements for BTS:

Pick up time will be mutually agreed on. Pick-ups will not be allowed for 30 minutes starting at 11:45 am and ending at 12:15 pm. A key will be provided to the Contractor for access to the safe.

Contractor will not park or stop where any transit traffic may be impeded.

The deposit will be sorted, counted and prepared by WTA staff. Contractor will deliver the deposit to Peoples Bank, located at 1333 Cornwall Ave., the same day of pick up.

Once per week, during a regularly scheduled pick up, Contractor will deliver pre-ordered coin from People's Bank to Bellingham Downtown Station.

#### **4.F Contract Deliverables Requirements**

The Contract Deliverables Requirements List (CDR) is used by WTA to convey to the Contractor the required contract data documents, type of document and the time span that each type of document must be submitted to WTA.

ABBREVIATIONS: P - With Proposal, C – With Contract, D – Prior to Deposit

	<b>DATA REQUIRED</b>			
<b>DATA DESCRIPTION/DEFINITION</b>	<b>P</b>	<b>C</b>	<b>D</b>	<b>COMMENTS</b>
Armed Guard Licenses	X			Copies for applicable staff only.
Names, titles, phone numbers, including cell numbers of Contractor's dispatch and route personnel		X		Personnel changes must be provided within 5 business days
Photos and copies of signatures of authorized personnel.		X		Personnel changes must be provided within 5 business days
Log Book		X		
Chain of Custody process	X			Include related notices and documentation
Copy of hiring/employee screening/employee review process	X			
Count Report			X	MOAB deposits only. Sample on Appendix B.

## Part 5 – Contract Information

### 6.A Contract Term

The initial contract length will be 3 years. WTA reserves the right to extend the contract for 2 additional years in 1 year increments depending on WTA needs.

Payment will be based on successful task completion at Net 30 terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). Final invoices are due within 30 days of work performed. 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.

### 6.B Contract Modifications

- 1) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Contract shall be effective without prior written consent of WTA's Procurement & Grants Coordinator. Oral changes, amendments or agreements are not permitted and may 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 Procurement & Grants Coordinator 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) 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 meaning of the clause of this Contract titled "Disputes" ([Appendix A #28](#)) however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.
- 3) 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.
- 4) 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.C Economic Price Adjustments**

Beginning in 2017, WTA will consider a rate adjustment to the service fee, if requested by the Contractor in writing prior to August 1 of each year of the Contract term. 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 August 31. If approved, a rate increase shall take effect on September 1.

To illustrate:

The service cost proposed on Exhibit D is \$2,500 per month (lump sum). 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:  $\$2,500 \times 7.7\% = \$192.50$ . The service cost would then be increased to \$2,692.50 per month.

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

## **6.D Independent Contractor**

The Parties agree that an independent contractor relationship will be created by this 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.

#### **6.E 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 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 Opportunity to Cure ([Appendix A #18](#)) within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of WTA Procurement and Grants Coordinator, or designee.
- 4) 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 also include 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) 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 of Non-Performance" 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 business (3) 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.

#### **6.F Enforcement Costs**

In the event of litigation between the Parties, declaratory or otherwise, for the enforcement of this 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.

#### **6.G 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.

#### **6.H 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.

## **6.I Warranties**

- 1) 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.
- 2) Contractor warrants to WTA that it has the right to sell the products delivered and that such products will be of the highest quality; free from liens, infringements 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. 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.

## **6.J Disadvantaged Business Enterprise (DBE) Contracting**

- A. WTA participates in the Federal Department of Transportation Disadvantaged Business Enterprise (DBE) program.
- B. While this procurement does not require the use of DBE or Small Business Enterprises (SBE), WTA encourages contractors to utilize them as often as possible or, at a minimum, make a good faith effort to subcontract or purchase goods and equipment from them.
- C. Contractors are also encouraged to receive Federal DBE certification where applicable.

A complete list of certified DBE and SBE's as well as certification information can be found at [omwbe.wa.gov](http://omwbe.wa.gov).

## **6.K Sub-Contracts**

The Contractor shall perform no less than 75% of the work with their own organization. The Contractor shall not sublet to one subcontractor more than one-fourth (1/4) of the work without the previous written consent of WTA.

All 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 proposal price for replacing rejected sub-contractors.

It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such good faith effort includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. For more information on DBE contracting requirements, please refer to [Section 6.I.](#)

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

- Insurance requirements listed in Section 6.I or furnish proof of inclusion of the Prime Contractors insurance
- Submit signed Exhibit B, Exhibit D, Exhibit E, Exhibit J, and, Exhibit H
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

Contractor 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. All subcontractors shall be jointly and severally liable to WTA and responsible for their work.

WTA will not be held responsible for the contractual relationship between subcontractors and Prime contractors. The Prime 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 a project.

## **6.L 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

## **6.I Insurance Requirements**

Contractor and subcontractors will not begin work until proof of insurance has been received and approved by 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>1</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.

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

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

- 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
- On Premises Pollution Coverage Extension (ISO CG 2415 Form or equivalent)
- 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.
- Coverage to pay for remediation from the release of any hazardous substance as that term is defined under Washington's Model Toxics Control Act, RCW 79.105D, in the amount of \$1,000,000 per occurrence and \$2,000,000 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:

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<sup>1</sup> RCW 48

- Additional Insured Endorsement naming “WTA Agents & Employees” for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming “WTA Agents & Employees” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employees”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.
- Armored Car “All-Risk” Transit and Storage Insurance, or comparable insurance, covering coin, currency and checks unable to be identified on a dollar for dollar, face value replacement basis at no less than \$50,000 per occurrence.
- Reconstruction of Checks Insurance, or comparable insurance, at no less than \$25,000 per occurrence. This insurance shall provide funds for check reconstruction, including stop payment fees, postage, labor, and any other reasonable costs in reconstructing checks.
- Broad form Crime Insurance Policy at no less than \$2,000,000 per occurrence. Deductibles shall not exceed \$250,000. The policy shall include the theft, Disappearance and Destruction form, the Forgery or Alteration form, the Employee Dishonesty form, and Property other than Money and Securities form. The policy shall allow a minimum of 120 days to file a proof of loss. The policy shall include temporary employees in the definition of employees.

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.

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.



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## Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

### **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 bidder 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 Contractor 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 bidder or contractor assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and 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 the following general provisions will be included in any final contract between the parties, unless any term is inconsistent or less restrictive with a provision in the specifications, in which case the specifications shall control. Contractor will also include these terms & conditions in any subcontract that may be let. Submission of a proposal acknowledges that WTA will not enter into a contract that contradicts any of the below terms and conditions.

1. Contract Documents: in order of precedence, include:
  - Request for Proposal 2016 - 256
  - Scope of Work in [Part 4](#)
  - Issued Addenda (if applicable)
  - Terms and Conditions in Appendix A
  - Contractor Pricing & Response
  - RFP Exhibits & Appendices
  - Executed Contract
  - Purchase Orders
  - Change Orders
2. Contract Representatives:
  - a. WTA's Procurement and Grants Coordinator: Magan Waltari, [maganw@ridewta.com](mailto:maganw@ridewta.com), 360.788.9332
  - b. WTA's Project Manager: Tami Eastwood, [tamie@ridewta.com](mailto:tamie@ridewta.com), 360.788.9333.
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 Contract Administrator 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 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 by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion.
14. 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 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.

15. **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.
16. **Termination for 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.
17. **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.
18. **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.
19. **Indemnification/Hold Harmless:** Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any and 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.

20. 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.
21. 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, WTA's General Manager may withdraw the award, and award the contract to another bidder or resubmit for bidding.
22. Substitute Services & Damage Recovery: If Contractor breaches any portion of the contract, WTA may seek all remedies allowed by law, including procuring substitute services or products elsewhere and recovering its damages, attorneys' fees and costs from Contractor.
23. 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.
24. 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.
25. 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.
26. 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.
27. Dispute Resolution: If Contractor has a dispute relating to the contract, Contractor must submit a request for administrative review of the dispute to WTA's 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.

28. **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.
29. **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.
30. **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, labor stoppages, war, or similar cause 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.

31. 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: Count Report

*This is a sample report of what WTA is currently receiving. This sample is provided to give contractors an expectation of what WTA requires to be submitted for this report.*

**WHATCOM TRANSPORTATION**  
**AUTHORITY**  
**PROCESSING**  
**REPORT**

RECEIVED DATE:

PROCESS DATE:

PROCESSED BY:

DEPOSIT DATE:


### CURRENCY

	COUNT	VALUE
100		\$0.00
50		\$0.00
20		\$0.00
10		\$0.00
5		\$0.00
2		\$0.00
1		\$0.00
TOTAL		\$0.00

### COIN

	COUNT	VALUE
1.00		\$0.00
.50		\$0.00
.25		\$0.00
.10		\$0.00
.05		\$0.00
.01		\$0.00
TOTAL		\$0.00

U.S. TOTAL

\$0.00

TOKENS

COUNT

CDN COIN

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## Part 8 – Exhibits

### Exhibit A: Proposer's Checklist

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

WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for proposers who are not completely familiar with the scope or contract requirements.

The following information, forms and documents contained in this solicitation shall be completed and submitted as part of the proposal. Failure to include any of requested information and properly completed forms will be cause for immediate rejection of the proposal. The below list does not relieve the proposer from the responsibility of becoming familiar with all aspects of the solicitation documents and proper completion and submission of a proposal.

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.

- ☐ Firm information outlined in #1 of Submission Package ([Part 2.E](#))
- ☐ Proposal Form ([Exhibit B](#))
- ☐ Vendor info & References ([Exhibit C](#))
- ☐ Proposal Cost ([Exhibit D](#))
- ☐ Risk Assessment Plan ([Exhibit E](#))
- ☐ Project Capability ([Exhibit F](#))
- ☐ Value Added Options ([Exhibit G](#))
- ☐ Conflict of Interest Statement ([Exhibit H](#))
- ☐ Debarment, Compliance, Conflict of Interest ([Exhibit I](#))

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal 2015-256
- Issued Addenda (if applicable)
- Contractor Pricing & Response
- Executed Contract
- Task Orders and/or Purchase Orders

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





## Exhibit B: Proposal Form

All fields must be completed if applicable. Failure to complete this form in its entirety may 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	TIN/EIN#	Contractor License# (if applicable)
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 false 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 and will comply with all terms and conditions in this request for services."</i>	
<u>Signature of Authorized Officer/Agent</u>	<u>Date</u>
<u>Print Name &amp; Title</u>	<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: 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 firm info requested in Part 2. Failure to provide the proposal summary letter AND this completed form will result in rejection of the proposal 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
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)	
NAIC NUMBER(S)	
DUNS NUMBER	

**THIS FORM MUST ACCOMPANY PROPOSAL**



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

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



## Exhibit D: Proposal Cost

Pricing must include all conceivable aspects of completing the work. This should include (but is not limited to) labor, expenses, licenses, insurance, general & administrative expenses, overhead, materials, travel, and applicable taxes.

Price will be based on a 5 bag pick up with a stop time not to exceed 10 minutes.

Service	Location	Frequency	\$ per Trip	\$ per Mo.
Pick up & Deliver deposit	B'ham Station	2x / week		
Deliver coin order	B'ham Station	1x / week		
Pick up, count & deposit currency	MOAB	2x / week		

Additional Cost	Charge	Comments
Additional Waiting Time		
Research		
Special Requests		
Supply Fee		
Excess Item Handling		
Holiday Service		
Excess Liability		
Insurance Fee		
New Account Set Up		
Fuel Surcharge		



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### Exhibit E: Risk Assessment Plan

This template must be used. Modifications to the format may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.) You MAY add/delete rows.

Proposers will identify risk items they do not control and clearly state their plan to minimize these risks from negatively impacting project performance. Risks should be listed according to priority. FOR EXAMPLE: Risk# 1 – Owners Budget.

### Example

#### Risk #8: Pick Up Schedule

Why is it a risk? Consistently scheduled pick up's at both locations may be tracked by individuals. This poses an opportunity for theft.

Solution: We propose a rotating pick up schedule. For example, Monday and Thursday one week, Tuesday and Friday another.

**Risk #1:** \_\_\_\_\_

Why is it a risk? \_\_\_\_\_

Solution: \_\_\_\_\_

\_\_\_\_\_

**Risk #2:** \_\_\_\_\_

Why is it a risk? \_\_\_\_\_

Solution: \_\_\_\_\_

\_\_\_\_\_

**Risk #3:** \_\_\_\_\_

Why is it a risk? \_\_\_\_\_

Solution: \_\_\_\_\_

\_\_\_\_\_



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## Exhibit F: Project Capability

This template must be used. Modifications to the format may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). You MAY add/delete rows.

The proposer is to provide capability statements regarding how they plan to deliver critical aspects of the project requirements. Specific, actionable, step-by-step descriptions of the Proposer's approach are encouraged. The proposer may also include performance information further describing the experience, expertise, and capability of their firm and project team individuals. Capability Statements should be listed according to priority.

### Example

**Capability Statement #6:** Require a law enforcement or equivalent background for all employees.

Approach & Performance Information: Ensuring a security background for our employees ensures staff have the foundations to provide safe and secure transport of cash.

**Capability Statement #1:** \_\_\_\_\_

Approach & Performance Information: \_\_\_\_\_

\_\_\_\_\_

**Capability Statement #2:** \_\_\_\_\_

Approach & Performance Information: \_\_\_\_\_

\_\_\_\_\_

**Capability Statement #3:** \_\_\_\_\_

Approach & Performance Information: \_\_\_\_\_

\_\_\_\_\_



### Exhibit G: Value Added Options

This template must be used. Modifications to the format may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.) You MAY add/delete rows.

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 value add ideas should not be considered in the lump sum quote on Exhibit D.

#### Example

**Item #1:** Allow our firm to do all of the cash counting and deposits from both locations.

Why is it a Value Add? We will pick up the cash from MOAB and downtown, sort it, count it, and deposit it. Similarly, the once monthly paratransit deposits would be combined and counted into one. This would save WTA employee time and effort, and provide greater audit controls.

Cost Impact: For an additional \$100 per month,

**Item #1:** \_\_\_\_\_

Why is it a Value Add? \_\_\_\_\_

Cost Impact: \_\_\_\_\_

**Item #2:** \_\_\_\_\_

Why is it a Value Add? \_\_\_\_\_

Cost Impact: \_\_\_\_\_

**Item #3:** \_\_\_\_\_

Why is it a Value Add? \_\_\_\_\_

Cost Impact: \_\_\_\_\_



## Exhibit H: Conflict of Interest Statement

STATE OF WASHINGTON }

} ss.

COUNTY OF }

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

### 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 WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as WTA may require.

### 2. Contingent Fees and Gratuities

That the Provider, by entering into this contract with WTA to perform or provide services or materials for 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 Provider or any of its agents, employees or representatives, to any official, member or employee of 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.*





## Exhibit I: Request for Clarifications or Alternates

Bidder's offers of substitution shall be made in writing to the Procurement & Grants Coordinator and include sufficient data to assess the acceptability of the contract term, service, material or equipment for the particular application and requirements. The bidder must provide a detailed cost comparison between what is requested in this ITB and what is being proposed as an alternate solution. This request must also demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the bidder.

*Please submit one form per request.*

Project Title: Armored Car Services

Project #: 2016 - 256

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

Document Reference (Check one)

- ☐ General Requirements
- ☐ Specifications
- ☐ Contract

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

Section Page # \_\_\_\_\_ Section #: \_\_\_\_\_

Proposer's Request:

\*\*\*\*\*

WTA Response:                      Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

WTA Comments:

\_\_\_\_\_  
WTA Procurement & Grants Coordinator

\_\_\_\_\_  
Date



## Exhibit J – Debarment, Compliance, Conflict of Interest

By submitting a signed proposal, Proposers are assuring 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 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**