



**Request for Proposal**

**RFP # 2023 - 041**

**On-Call Graphics Designer**

**Proposal Submission Deadline:**

**August 25, 2023  
no later than 12:00 PM PST**



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## Part 1 – Introduction

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, providing transit service throughout Whatcom County, Washington. WTA provides fixed route, paratransit, rural dial-a-ride, on-demand, and vanpool service, as well as fixed route service into neighboring Skagit County.

Located in the northwest corner of Washington State, WTA serves the city of Bellingham, surrounding towns and rural communities, the Lummi Reservation, and the Nooksack Trust Lands.

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).

WTA is currently seeking proposals for a contracted graphics designer.

Proposers are 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.

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

Throughout this RFP the terms vendor, Contractor, and Proposer are used interchangeably. In general, the term Proposer means those who submit a proposal in response to this RFP, while a Contractor is a Proposer who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority, veteran, 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 – Scope of Work

### 2. A Introduction and Background

WTA's Community Relations department is responsible for telling WTA's story through internal communications, media relations, stakeholder engagement, government relations, marketing and promotion, and community outreach.

WTA is seeking an experienced graphic design professional to work with the Community Relations Team to produce a variety of materials using creative, effective graphic design.

### 2. B Scope of Work

The successful Contractor will work with various WTA staff to create promotional and informational work product, such as newsletters, informational fliers, infographics, video animation, web pages, reports, advertisements, posters, social media posts, fleet graphics, indoor and outdoor signage, rider information, and corporate communications, such as PowerPoint templates, fact sheets, or other internal templates, etc. Throughout the contract, WTA may add additional related projects.

WTA's Project Manager, or designee will assign projects and outline the audience, goals, project partners, process, and deadline for each project. This engagement may be remote and travel to WTA job sites is not required.

The successful Contractor will demonstrate the following skills and abilities:

- Works effectively on a creative team, to advance ideas from a “blank slate” to a finished concept.
- Strong communication skills, and ability to give and take constructive feedback.
- Excellent data visualization skills, and a proven ability to communicate abstract concepts through infographics.
- Effective time management skills and the ability to meet deadlines.
- Strong proficiency in InDesign, Photoshop, Illustrator, and other Adobe Creative Cloud programs.

WTA estimates, but does not guarantee, that the selected Contractor may eventually have an average of 20-40 hours worth of work each week for the life of the contract. The assigned person from the Contractor would participate as a member of WTA's Community Relations Team. Projects are team based with direct input, assistance and approval from WTA staff throughout each project.

### 2. C Contractor Performance Reviews

WTA will conduct a performance review of projects and the Contractor every twelve (12) months or upon task order completion, whichever comes first while the Contract is in effect<sup>1</sup>. These reviews shall be completed by WTA's Project Manager with input from any

<sup>1</sup> 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

other stakeholders working with the Contractor. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will evaluate the Contractor on the following considerations:

- Did the Contractor work effectively with the Community Relations Team and other stakeholders?
- Did the Contractor generate unique, creative ideas, and effective finished products?
- Were finished products clear, compelling, and consistent with WTA's intended message?
- Did the Contractor manage given deadlines?
- Did the Contractor demonstrate mastery with all relevant tools?

Evaluations will be scored as follows:

**1 = CONSISTENTLY BELOW EXPECTATIONS:** Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

**2 = BELOW EXPECTATIONS:** Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

**3 = MEETS EXPECTATIONS:** Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

**4 = EXCEEDS EXPECTATIONS:** Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

**5 = CONSISTENTLY EXCEEDS EXPECTATIONS:** Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

## Part 3 - Submission Guidelines

All submittals become the property of WTA.

### 3. A Procurement Schedule

Dates preceded by an asterisk (\*) are estimated dates. Estimated dates are for information only.

Activity	Date - 2023
Procurement Request Released	July 20
Clarification Deadline	August 15, no later than 5:00 PM PST
Submissions Due	August 25, no later than 12:00 PM PST
Finalist Interviews*	Week of September 5
Notice of Intent to Award*	September 11
Estimated Award Date*	September 21

Questions pertaining to the RFP must be submitted via WTA's procurement portal. WTA does not guarantee a response to questions submitted after the clarification deadline has passed. Submissions are not reviewed or considered after they are due. WTA reserves the right to award a contract(s) without a Interviews. 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.

WTA may invite the top one (1) to three (3) firms (competitive range) for a semifinal interview/presentation. WTA provides requirements of the interview when the interview is scheduled. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials.

### 3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer and will be deemed included in the fees and charges proposed.

WTA 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 to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

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

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

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

WTA may request clarification or additional information, including, but not limited to, financial statements.

### **3. C Minimum Proposer Qualifications**

**At the time of proposal**, Proposers must meet the following minimum qualifications. Proposers will not substitute the experience of a subcontractor for his/her/its own.

- Three (3) years professional graphic design experience.
- Demonstrated aptitude for data visualization, social media and creative projects that communicate visually to a wide audience.
- Proven proficiency with Microsoft Office, Adobe Suite, Google Docs, Zoom, Switcher Studio, Streaming, Video Editing, Instagram, Facebook, Twitter, and Youtube.
- Have a State of Washington and all required local government business license(s) and endorsements<sup>2</sup>.
- Not be suspended or debarred with SAM.gov.

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

- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.

### 3. D Proposal Submission

**It is the proposers responsibility to ensure WTA has received their submission. WTA bears no responsibility for proposals that may be sent, but not received due to technical issues.**

Proposals will be submitted using WTA's Procurement Portal. Email's, USB/CD copies, or hard copies will not be reviewed.

### 3. E Questions About the RFP & Contact with WTA

Questions pertaining to the RFP must be submitted via WTA's procurement portal no later than the close of business on the date listed in the Procurement Schedule above. WTA does not guarantee a response to questions that are not submitted using the procurement portal.

WTA does not guarantee a response to questions submitted after this date.

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. Proposers should rely only on written statements issued by Procurement.

Do not add any WTA email address to company marketing email lists.

### 3. E Submission Package Contents

Proposals will:

- ONLY use the submission package provided
- ONLY provide the information requested
- Follow the format of the submission package
- Not adjust or change the format of the submission package
- Be single spaced and have no columns
- Use a minimum twelve (12) point font
- Submit as a single, searchable PDF or Word file with the submission and all completed forms in one file.

Marketing materials, alternate and unapproved agreements, and any other information not requested will not be reviewed. Firm will NOT add WTA to any marketing email lists.

Failure to include any of the requested information using the provided submission package in the required format will render the proposal non-responsive. Proposers will review Part 6 – Public Disclosure Law as they complete this portion. Marking a proposal, or portions of the proposal, as “confidential” or “proprietary” does not automatically exempt it from disclosure under Washington State law.

### 3. 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. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- 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 recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

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.

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 Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

### 3. G Addenda

Addenda will be issued to all known holders and posted at [ridewta.com](http://ridewta.com) should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

### 3. H 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, or the procedures and restrictions set out in this RFP.<sup>3</sup> Any protest

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<sup>3</sup> "Procurement Action" includes: 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

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

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

**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 selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

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

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

### Review of Protests

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

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

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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.

**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 twenty one (21) days after receipt.

### **3. I Inter-local Purchasing**

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA 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.

### **3. J Request for Clarification, Deviation, or Substitutions**

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must submit their request using WTA’s procurement portal by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

#### **ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD**

The ITB and the PROPOSAL SUBMITTED constitute an “offer” and “acceptance” of all of the terms and conditions for an enforceable contract, subject to WTA’s formal award of a bid, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable “contract” whose terms and conditions will comprise those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term “Contract” shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

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

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBISTITION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL



TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

**3. K Disadvantaged Business Enterprise, Small Business Enterprise, Women Owned Business Enterprise, Minority Owned Business Enterprise, Veteran Owned Business Enterprise**

Certified DBE, SBE, WBE, MBE and VBE firms shall have equal opportunity to compete for and perform as prime contractors, suppliers, or as subcontractors through another awarded contractor. Certification can be through Washington State's Office of Minority and Women Own Business Enterprises [www.omwbe.org](http://www.omwbe.org) or other Unified Certifying Program (UCP) under 49 CFR 26.

## Part 4 – Proposal Evaluation

### 4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

Factor	Score
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail
Cost	15

Pricing score is calculated using the following normalizing formula.  
(Lowest Overall Proposed Price ÷ Price Being Evaluated) × Total Points Possible = Score.  
The score for pricing will not be averaged over the number of evaluators.

2. Evaluation Committee will review Proposals receiving 3 “Pass” scores against the following Initial Evaluation Factor(s), which are listed in the order of importance.

Factor	Points
Demonstrated ability in meeting work requirements	15
Samples of Work	25
Project Approach and Understanding	15
Staff Resource Commitment	10
Clarity of Response	35
<b>Total possible points per Evaluation Member</b>	<b>100</b>

The evaluation team will review, score and comment independently in whole numbers. Evaluator scores are in whole numbers only or rounded down. (e.g. evaluator scoring an 18.5 will round to 18). Scores will be added, and the highest aggregate scores will be used to determine Competitive Range. *For example, if the evaluation team consists of 4 members the total evaluated criteria points would not exceed 520 points. The cost points would be added on top of this aggregate total. A proposer could be awarded a total of 560 points in this example.*

3. The top 1 - 4 proposals (Competitive Range) may be invited for interviews. Proposals and interview results are re-scored against the Initial Evaluation Factors based on information provided by interviewees. Price will be recalculated based on the number of proposals in Competitive Range.
4. A member of the Evaluation Committee and/or the Procurement & Grants Coordinator will check references of the proposals in the Competitive Range and share them with the evaluation committee. The committee will rescore against the Competitive Range Factor(s).

5. Competitive Range scores, Initial Evaluation scores, and cost will be added to determine the highest scoring proposer.
6. Proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below. BAFO's will be re-scored against the same evaluation criteria above. WTA reserves the right to award a contract without a Best and Final Offer Request.
7. The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 5 points of each other, they are considered comparative equals. WTA will require best and final offers (BAFO) be submitted for evaluation. The Evaluation Committee will review them against all of the evaluation factors above and render a final score.

#### **4. B Single or No Proposer**

In the event that only one proposal is received, WTA may request an extension of the offer period and/or conduct a cost analysis on the single received proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by WTA to assist in such analysis. By conducting such analysis, WTA shall not be obligated to accept the single proposal; WTA reserves the right to reject such proposal or any portion thereof.

Should there be no proposals received, WTA may issue a new RFP or contract with a vendor of it's choosing under its Sole Source process.

#### **4. C Evaluation Criteria**

##### **4. C.1 Demonstrated Ability in Meeting Work Requirements (15 Points)**

Proposer will provide details clearly demonstrating its ability to meet the Minimum Proposer Requirements in 3.C and provide the services outlined in the 2.D Scope of Work against the information provided in 3.E Submission Packages. Evaluation staff will look for proposer to outline their Ability to be flexible and adaptable, meet tight deadlines, work collaboratively and be self-directed, with strong planning and time management skills. Proposer demonstrates significant experience with creating graphics for a variety of medias including videos, social media, and internal branding.

##### **4. C.2 Samples of Work (25 Points)**

Work samples will be evaluated on their overall quality, complexity and variety. Evaluations will include how well the graphics incorporated the stated audience and achieved the stated goals of the project.

#### **4. C.3 Project Approach and Understanding (15 Points)**

Proposals will clearly demonstrate the contractor's ability to meet WTA's technical requirements and Scope of Work. Evaluation will be based on past ability to meet objectives. Proposals will show the proposer's ability to work with WTA staff and other stakeholders in an approachable and collaborative fashion.

Proposers invited for interviews will be evaluated on their interpersonal skills and ability to communicate clearly and effectively both verbally and in writing.

#### **4. C.4 Staff Resource Commitment (10 Points)**

Proposal expresses Contractor's ability to dedicate time to WTA interests and priorities.

#### **4. C.5 Clarity of Response (35 Points)**

Overall clarity of submitted response (clear, concise, professional, thorough). Formatting and submission package instructions outlined in 3.e were followed. The organization and presentation of the RFP response indicates the firm's ability to follow instructions, pay attention to detail and assemble clear and concise documents.

#### **4. D Responsibility Review**

WTA will only award to proposers who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Whether, within the three-year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment<sup>4</sup> issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.

To establish Proposers responsibility, WTA will review all material submitted with a proposal. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or

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<sup>4</sup> RCW 39.26.106(2)(f)

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 must timely provide all requested information.

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

In WTA's discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

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

#### **4. F Notice of Intent to Award**

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

In the event a contract award is made that is within the General Manager's signing authority, WTA may, at it's option, waive Board approval.

Proposers are permitted to request a debriefing about its/his/her own proposal from Procurement after the Notice of Intent is issued. Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to [RecordsRequests@ridewta.com](mailto:RecordsRequests@ridewta.com). Refer to Part 6 of this RFP for the process of releasing documents marked as "Confidential" or "Proprietary".

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>5</sup>.

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<sup>5</sup> Bellingham Municipal Code 6.05.025



#### **4. G Trial Period and Right to Award to Next Highest Scoring Proposer**

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, Contractor must successfully perform. Failure to perform may cause immediate cancellation of the Contract. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized work orders up to termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next highest scoring responsible proposer who submitted a responsive proposal. Any new award is also subject to a trial period.

## Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any proposal:

### 5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be three (3) years, and WTA may, in its discretion, extend the Contract for one (1) additional two (2) year term.
2. Compensation: WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties.
3. Invoices: Contractor will invoice WTA no later than the 15<sup>th</sup> of each month. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Invoices for the previous year must be submitted no later than January 15<sup>th</sup>. WTA will refuse payment for previous year invoices submitted past this date.

Payment will be based on Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.), Firm Fixed Fee milestones, and corresponding milestone payments.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

### 5. B Travel Costs

Any travel will be pre-authorized by WTA in writing. Travel costs will be reimbursed to consultants and sub-consultant(s) as follows. Detailed receipts or other proof of expense are required to be fully reimbursed. WTA will not pay any mark-up or per-diem incentive. A credit card receipt will not be accepted in lieu of a detailed receipt. Receipts are not required for meals covered by per diem and for miscellaneous expenses under \$10 a day.

- Meals & Incidentals per GSA.gov rates at the time of travel based on the destination.
- Mileage will be based on GSA.gov rates at the time of travel.
- Air fare and baggage will be based on the most economical flights with reasonable routing. Business class or first class tickets will not be reimbursed.
- Hotel will be moderately priced and conveniently located. WTA will not reimburse charges for unused rooms.

Expenses including, but not limited to, laundry (unless staying more than 5 nights), in-room movies, Rental Car, flight, or other travel insurance, room upgrades or concierge floors, medical expenses, alcohol, damage/theft, fines, tickets, or lost luggage or personal item replacement costs, will not be reimbursed. A complete list of Non-Reimbursable Expenses is available upon request.

## 5. C Insurance Requirements

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurance requirements can be found in Appendix A – Contract Terms & Conditions.

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

## 5. D. Duty to Inform

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault or defect in the project, or any nonconformance with any contract document, federal, state, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to WTA’s Contracting Officer.

## 5. E Service and Performance Standards

1. *SERVICES*, as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
2. The Contractor shall provide and maintain an inspection system acceptable to WTA covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to WTA during contract performance and for as long afterwards as the contract requires.
3. WTA has the right to inspect and test all services called for by the contract to the extent practicable at all places and times during the term of the contract.
4. WTA shall perform inspections and tests in a manner that will not unduly delay the work.
5. If any of the services performed do not conform with contract requirements, WTA may require the Contractor to perform the services again in conformity with contract requirements, for no additional cost. When the defects in services cannot be corrected by performance, WTA may:
  - i. require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - ii. reduce any money payable under the contract to reflect the reduced value of the services performed.
6. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, WTA may:
  - i. by contract or otherwise, perform the services and reduce any amounts payable by an amount that is equitable under the circumstances; or
  - ii. terminate the contract for default.

## **5. F Subcontractors**

Contractor shall perform at least 80% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the subcontractor starts, shall submit the following documents:

- Insurance requirements listed in Part 5.L or furnish proof of inclusion of the Prime Contractors insurance
- 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 for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. 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.

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

Beginning on the anniversary of the contract, WTA may consider a rate adjustment if requested by the Contractor in writing 30 days prior to contract anniversary. Contract price decreases and increases will be calculated using the CPI-U with the following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

The increase allowed will be the difference between the current contract year and the previous year. Rates will not be adjusted more than 10% above or below the original contracted amount.



WTA, in its sole discretion, will decide whether to approve or deny any adjustment request within 30 days of receipt of request. If approved, a rate increase shall take effect 30 days after approval.

#### **5. H Limitations of Liability**

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds and is unenforceable by the Washington State Constitution<sup>6</sup>.

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<sup>6</sup> Article VIII, Section 7, "Credit not to be Loaned"

## **Part 6 – Public Disclosure Law**

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted unless a proper exception applies. It is Proposers 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 Proposer labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer 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/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a “Public Record” under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a 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 Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

## **Part 7 – Proposer’s Checklist**

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

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION 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 the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Proposal Cost (Exhibit C)
- Notarized Conflict of Interest Certification (Exhibit D)
- Debarment, Compliance, Conflict of Interest (Exhibit E)
- Proposal Questions (Exhibit F)
- Work Samples

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

- Request for Proposal including Appendices
  - Appendix A – General Contract Terms & Conditions
  - Appendix B – Sample Contract
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract
- Purchase Orders

Proposers are responsible for ensuring they can access all Exhibits & Appendices.