

60 Washington Ave.
Ste. 200
Bremerton, WA 98337
Phone: 360.479.6960
Fax: 360.377.7086



REQUEST FOR PROPOSALS

PRTPO Coordinator

RFP KT 19-649

Released: May 29, 2019

QUESTION SUBMITTAL DEADLINE:

Date: June 6, 2019

Time: 5:00PM

Submit by letter, fax or email to Patrick Rogers

SUBMISSION DEADLINE:

Date: **June 13, 2019**

Time: **2:00PM**

Location: Kitsap Transit

60 Washington Ave Suite 200

Bremerton WA 98337

CONTACT:

Patrick Rogers

Kitsap Transit

60 Washington Ave Suite 200

Bremerton, WA 98337 Direct Line: (360) 479-6960 Fax: (360) 377-7086

Email: patrickr@kitsaptransit.com

Website: www.kitsaptransit.org

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

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

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

Connecting Communities



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Section 1: RFP Introduction

1.1 Introduction

Kitsap Transit, the public transportation provider in Kitsap County, is seeking qualifications and proposals from qualified firms to coordinate the activities of the Peninsula Regional Transportation Planning Organization (PRTPO).

Kitsap Transit reserves the right to reject any and all proposals without cause and to waive any informalities or irregularities.

Copies of the specifications, proposal, contract and other forms may be inspected and obtained by prospective proposers at 60 Washington Ave., Suite 200, Bremerton, WA 98337 or by email patrickr@kitsaptransit.com.

Emailed proposals will be accepted by Kitsap Transit until June 13, 2019, at 2:00 p.m. When the official Kitsap Transit clock reads 2:01 PM, Proposals are considered late and will not be accepted.

1.2 Advertising

Advertised in: Kitsap Sun, OMWBE website and Kitsap Transit website:
www.kitsaptransit.org

1.3 Proposed Procurement Schedule

The following is the intended schedule for vendor selection:

Release of Request for Proposal	May 29, 2019
Questions and Request for Clarification Deadline	June 6, 2019
Submission Deadline	June 13, 2019 NLT 2:00 PM
Proposal Evaluations Complete	June 21, 2019
Board Award	July 2, 2019

1.4 Contact Information

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

Patrick Rogers
60 Washington Ave.
Suite 200
Bremerton, WA 98337
Phone: (360) 479-6960, Fax: (360) 377-7086

E-Mail: patrickr@kitsaptransit.com

1.5 Requests for Information (RFI), Communications and Addenda

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the KT Purchasing Coordinator are advised that such material is used at the Proposer's own risk. KT will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents.

This process will be the only opportunity for Proposers to ask questions. Kitsap Transit staff will not answer questions regarding this RFP verbally. All questions must be submitted in writing, via USPS, email or fax.

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing received by 5:00PM on June 6, 2019 to be considered in an Addendum. Written inquires shall be directed to KT via USPS or email at:

Kitsap Transit
Attn: Patrick Rogers
60 Washington Ave
Suite 200
Bremerton, WA 98337
Email: patrickr@kitsaptransit.com

END OF SECTION #1

Section 2: Instructions to Proposers

Kitsap Transit, the public transportation provider in Kitsap County, is seeking proposals from qualified firms to coordinate activities for the Peninsula Regional Transportation Planning Organization (PRTPO). More information about the PRTPO can be found at: <https://www.wsdot.wa.gov/partners/prtpo/default.htm> .

Kitsap Transit reserves the right to reject any and all proposals without cause and to waive any informalities or irregularities.

Emailed proposals will be accepted by Kitsap Transit until **Thursday, June 13, 2019 at 2:00** p.m. local time. Late submissions will not be considered and will be returned unopened.

Copies of the Request for Proposals may be obtained by contacting Patrick Rogers at Patrickr@kitsaptransit.com or via KT's website <http://www.kitsaptransit.org/agency-information/procurement>. Proposers downloading the RFP from the website must contact Patrick Rogers at the email above to be placed on the Plan Holders' list to receive addenda/clarifications.

2.1 Proposal Due Date

Emailed proposals will be accepted by Kitsap Transit until **2:00PM, on June 13, 2019** and must be addressed as: Subject Line: **Kitsap Transit, RFP KT #19-649 PRTPO Coordinator**. Proposal shall be attached and should be in Microsoft Word or PDF format. Late proposals will not be considered for award.

Kitsap Transit may refuse to consider a Proposer who do not meet the minimum requirements or have an unsatisfactory record of performance and/or integrity in connection with the proposal/bidding or performance phase of any previous contract.

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

2.3 Plan Holders' List:

All prospective Proposers are advised to register as "Plan Holders" to receive addenda or clarifications regarding the solicitation. It is recommended that Proposers notify Patrick Rogers of their intent to submit a proposal and register with Kitsap Transit's Plan Holders' List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on KT's website at <http://www.kitsaptransit.org/agency-information/procurement> during the Proposal period and before submitting your Proposal.

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

2.5 Payment

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

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

All payments to Contractor shall be remitted by US mail.

Invoices shall be mailed to:

Kitsap Transit,
Attn: Accounts Payable
60 Washington Ave Suite 200,
Bremerton WA 98337

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

2.6 Disadvantaged Business Enterprise Goal

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Kitsap Transit's DBE goal for federal fiscal year 2019 is 2.93%, the full text of which may be found at

<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf> .

2.7 Title VI

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

<http://www.kitsaptransit.org> for the full text of the above Civil Rights statements.

2.8 General Information for Proposers

Proposers must be fully insured and registered to conduct business in the State of Washington and licensed for business in their state of residence. Proposer agrees to carry, for the duration of the project, those insurance requirements outlined in the Sample Contract, Section 4 Subsection 6.

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

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

KT reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award in whole or in part to the most responsive and responsible Proposer, whichever is in the best interest of KT.

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

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

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

2.9 Cancellation or Extension

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

2.10 Modifications

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

2.11 Withdrawal

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide KT the services described herein, or until one or more of the proposals have been approved by KT, whichever occurs first.

2.12 Award

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

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

All proposals and submissions become the property of KT and are subject to public disclosure, unless certain provisions as described in Section 6 pertain.

2.13 Reserved

END OF SECTION #2

Section 3: General Scope of Work and Deliverables

Statement of Purpose:

KITSAP TRANSIT is soliciting proposals from qualified and experienced providers to coordinate the activities of the Peninsula Regional Transportation Planning Organization (PRTPO). The Awarded Vendor shall be responsible for coordinating and facilitating the duties listed below in accordance with the ILA, Bylaws and any other applicable policies or procedures of the PRTPO, as well as an applicable federal, state and local laws.

General Background:

The Olympic Peninsula enjoys a visionary transportation system that efficiently and safely connects people, goods and places, offering choices and ensuring accessibility. This vision emphasizes a longterm quality of life for our generation and those to come by promoting economic growth, recreational resources, community services, non-motorized transport and public transit.

The Peninsula RTPO's Goals and Policies guide the region's principles of interdependent process into a more detailed decision-making at all levels of government. The 21 goals and policies help guide the Peninsula transportation planning and implementation.

Kitsap Transit will be acting as the Lead Agent for the PRTPO and Jefferson Transit will act of the Fiscal Agent.

Proposer Minimum Qualifications and Experience:

The successful bidder will have the following minimum qualifications:

- At least three (3) years of experience in performing activities similar to those identified in the scope of work
- Experience must include experience working with Executive Boards and coordinating project of similar size and scope
- Demonstrated ability to provide the services specified in a timely manner.

Failure to demonstrate and prove ability as required by the above will result in the bid being considered non-responsive.

Scope of the Services:

The following activities are representative of the responsibilities that the Award Vendor will be required to perform during the duration of the resulting Contract. The intent of this list is

to outline the activities and the level of effort that will be required of the Awarded Vendor. Omissions from the list of details of each activity that may be necessary to carry out the intent of the work shall not relieve the Awarded Vendor from performing the omitted details.

The Awarded Proposer shall:

- Provide staff support and coordinate meeting of the PRTPO Executive Board, the Transportation Policy Board and the Technical Advisory. Coordination and support will include the creation of Agendas, coordination of schedules and meeting locations (both in person and remote), meeting attendance in person or remotely to facilitate meetings. Uploading and maintaining document library on PRTPO website.
- Facilitate workflow management to assist in the development of the Unified Planning Work Program (UPWP) in conformance with the Unified Planning Work Program Guidance from WSDOT and any policies and procedures of the PRTPO.
- Coordinate with the PRTPO to develop and implement the Regional Transportation Plan, the Regional Transportation Improvement Program and the Human Services Transportation plan in conformance with any WSDOT guidance and any policies and procedures of the PRTPO.
- Manage, create, validate and submit invoices to the Fiscal Agent for agency reimbursement. Invoices shall be submitted to the PRTPO Fiscal Agent on the RTPO Planning Invoice Voucher form along with the accompanying RTPO UPWP Activity Detail form.

END OF SECTION #3

Section 4: Sample Agreement

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2019 by and between KITSAP TRANSIT, a Washington municipal corporation, hereinafter referred to as "TRANSIT", and hereinafter referred to as "SERVICE PROVIDER."

WITNESSETH:

WHEREAS, TRANSIT desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient TRANSIT resources are not available to provide such services; and

WHEREAS, SERVICE PROVIDER represents that SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, TRANSIT and SERVICE PROVIDER agree as follows:

1. SCOPE OF SERVICES

SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein.

Exhibit X: Request for Proposal, Project XXXX
Exhibit X: Addenda X, Project XXXXX
Exhibit X: Contractor's Response to RFP

Released XXXXXXXX
Issued [DATE]
Issued [DATE]

2. DURATION OF AGREEMENT

The term of this Agreement and the performance called for herein shall begin on _____ 2019, and shall terminate/be completed on _____ 20xx, unless otherwise terminated according to the provisions herein. The parties may mutually agree to extend the term of this Agreement for up to three (3) months.

3. TERMS OF PAYMENT

A. The Contractor shall submit the original invoice for payment to the address shown below:

Kitsap Transit
Attn: Accounts Payable
60 Washington Ave., Suite 200

Bremerton, WA 98337

- B. Payment shall be made to the Contractor within thirty (30) days following delivery and acceptance, and invoicing, whichever is later. Payment will be considered made when KITSAP TRANSIT deposits the Contractor's payment in the mail. Discounts offered by Contractor for early payment will be taken by KITSAP TRANSIT if payment is made within the discount period specified.

4. INDEPENDENT SERVICE PROVIDER RELATIONSHIP

- A. The parties intend that an independent contractor relationship between SERVICE PROVIDER and TRANSIT will be created by this Agreement. TRANSIT is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of SERVICE PROVIDER. No agent, employee, servant or representative of SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of TRANSIT for any purpose, and the employees of SERVICE PROVIDER are not entitled to any of the benefits TRANSIT provides to its employees. SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of TRANSIT and shall be subject to TRANSIT's general rights of inspection and review to secure the satisfactory completion thereof.

5. HOLD HARMLESS AND INDEMNIFICATION

SERVICE PROVIDER shall indemnify and hold TRANSIT and its agents, employees, and/or officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against TRANSIT arising out of, in connection with, or incident to the execution of this contract due to SERVICE PROVIDER'S negligent performance or failure to perform any aspect of this contract; provided, however, that if such claims are caused by or result from the concurrent negligence of TRANSIT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of SERVICE PROVIDER, and provided further, that nothing herein shall require SERVICE PROVIDER to hold harmless or defend TRANSIT, its agents, employees, and/or officers from any claims arising from the sole negligence of TRANSIT, its agents, employees, and/or officers.

6. INSURANCE

SERVICE PROVIDER shall obtain and keep in force during the full term of this Agreement the following insurance coverage:

- A. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all SERVICE PROVIDER's employees who perform under this Agreement.
- B. Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned or hired; with limits for bodily injury or death of not less than \$250,000 per person and \$500,000 per occurrence, and property damage limits of not less than \$100,000; or in the alternative, not less than \$500,000 combined single limit coverage.

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- C. Commercial General Liability Insurance with limits for bodily injury and property damage of not less than \$250,000 per incident and \$500,000 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within one (1) week after the execution of the Agreement. SERVICE PROVIDER's insurer shall agree to give TRANSIT thirty (30) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve SERVICE PROVIDER from liability in excess of such coverage. TRANSIT shall be specifically named as an additional insured in the insurance coverage required in this section. Notwithstanding, TRANSIT reserves all claims or rights of action against SERVICE PROVIDER as if TRANSIT were not named in the subject policy or policies.

7. TREATMENT OF ASSETS

Title to all property furnished by TRANSIT shall remain in the name of TRANSIT and TRANSIT shall become the owner of the work product and other documents or files whether in physical or electronic form, prepared by SERVICE PROVIDER pursuant to this Agreement, unless otherwise expressly provided herein.

8. COMPLIANCE WITH LAWS

- A. SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Agreement to assure quality of services.
- B. SERVICE PROVIDER agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Agreement.
- C. If sales tax becomes applicable to the professional services covered by this Agreement, TRANSIT shall pay such tax to SERVICE PROVIDER, and SERVICE PROVIDER shall pay the tax as required by law.

9. NONDISCRIMINATION

- A. TRANSIT is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Agreement SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.

- C. Nondiscrimination in Services. SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment and/or subcontracting has been authorized by TRANSIT, said assignment or subcontract shall include appropriate safeguards against discrimination. SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein, and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

10. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used by the Service Provider for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. PROHIBITED INTEREST

No Authority member, officer or employee of TRANSIT shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

12. ASSIGNMENT

SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of TRANSIT, and it is further agreed that said consent must be sought in writing by SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. TRANSIT reserves the right to reject without cause any such assignment.

13. CHANGES

Either party may request changes in the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this Agreement.

14. RECORDS AND AUDITS

- A. SERVICE PROVIDER shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review or audit, by TRANSIT, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Agreement.
- B. SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement for five (5) years after TRANSIT's final payment and all other pending matters are closed. SERVICE PROVIDER agrees that TRANSIT or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

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- C. C. SERVICE PROVIDER's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

15. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement or determination by the Contracting Officer may be appealed within ten (10) calendar days of determination to the Executive Director. The Executive Director shall review the disputed item or items and render a decision in writing and mail or otherwise furnish a copy thereof to the SERVICE PROVIDER. The decision of KITSAP TRANSIT's Executive Director shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy, the SERVICE PROVIDER mails or otherwise furnishes to KITSAP TRANSIT a written appeal. A subcommittee of the Board will be convened to hear and review an appeal. Their determination of the appeal shall be final and conclusive unless determined by a Court of Competent Jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the SERVICE PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the SERVICE PROVIDER shall proceed diligently with the performance of the Contract and in accordance with KITSAP TRANSIT's Executive Director's decision.

This claim does not preclude consideration of law questions in connection with the decision provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. TERMINATION

- A. Termination of the Agreement- Termination for Convenience- The performance of work under this Agreement may be terminated by Transit in accordance with this clause in whole, or from time-to-time in part, whenever the Transit shall determine that such termination is in its best interests. Any such termination shall be effected by delivery to the Service Provider of a Notice of Termination specifying the extent to which performance of service under the Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by Transit, the Service Provider shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

Settlement of claims by the Service Provider under this Termination of Convenience clause shall be in accordance with the provisions set forth in the Federal Acquisition Regulations, except that wherever the word "Government" appears it shall be deleted and the words "KITSAP TRANSIT" shall be substituted in lieu thereof.

- B. Termination of the Agreement- Termination for Default- Transit may, by written notice of default to the Service Provider, terminate the whole or any part of this Agreement if the Service Provider fails to perform the services within the time specified herein or any extension thereof; or if the Service Provider fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) business

days (or such longer period as Transit may authorize in writing) after receipt of notice from Transit specifying such failure.

If the Agreement is terminated in whole or in part for default, the Transit may procure, upon such terms and in such manner, as the Transit may deem appropriate, supplies or services similar to those so terminated. The Service Provider shall be liable to the Transit for any excess costs for such similar services, and shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Service Provider shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of the Service Provider. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Service Provider and the Subcontractor, and without the fault or negligence of either of them, the Service Provider shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the Subcontractor were obtainable from other sources to provide the services required.

Payment for services provided and accepted by the Transit shall be at the price specified in the Agreement. The Transit may withhold from amounts otherwise due the Service Provider for services provided such sum as the Transit determines to be necessary to protect the Transit against loss because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that the Service Provider was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Termination of Convenience of the Transit.

The rights and remedies of the Transit provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. ATTORNEY'S FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and costs incurred in such action or proceeding.

18. JURISDICTION

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

19. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

20. SAFETY AND HEALTH STANDARDS

It will be a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

21. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

TRANSIT:

KITSAP TRANSIT
60 Washington Ave., Suite 200
Bremerton, WA 98337

Sample Only- Not Executable

By: John W. Clauson
Its: Executive Director

CONTRACTOR:

SAMPLE CONTRACTOR
Contractor's Address
City, State, Zip Code

Sample Only- Not Executable

By: Authorized Representative
Its: Title

END OF SAMPLE AGREEMENT

Section 5: Evaluation

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

<u>Experience and Qualifications</u>	400
<u>Past Performance</u>	350
<u>Cost to Kitsap Transit:</u>	250
TOTAL POINTS AVAILABLE:	1000

An evaluation committee of qualified Kitsap Transit staff, PRTPO members and/or other persons selected by Kitsap Transit will conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

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

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

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

Kitsap Transit uses the following mathematical formula for determining allocation of cost points.

$$(\text{Lowest Cost Offered/Proposed Cost}) * \text{Number of Points} = \text{Weighted Score for Cost}$$

END OF SECTION #5

Section 6: Proposal as Public Records

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

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

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

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

END OF SECTION #6

Section 7: General Provisions

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

7.1 Conflicts of Interest

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

Organizational Conflicts of Interest

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

7.2 Debarment and Suspension

Contractor must not be debarred or suspended in order to conduct business with Kitsap Transit. Upon the Proposal Due Date and for the full duration of the Contract, the Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses enumerated in below.

Within a three (3) year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify KT immediately of circumstances which made the original certification no longer valid, KT may immediately terminate the Contract.

7.3 Defective Materials or Services

When and as often as KT determines that the products or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, KT may give written notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply KT with a written detailed plan of action that indicates the time and methods needed to bring the products or services within acceptable limits under the Contract. KT may reject or accept this plan at its discretion.

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

7.4 Subcontracts

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

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

7.5 Limitation of Liability

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

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

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

7.6 Taxes

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

No adjustments will be made in the amount to be paid by KT under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

7.7 Confidentiality

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

7.8 Contract Documents

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

7.9 Failure to Execute Contract

Should the awarded Contractor fail to execute the Contract within sixty (60) days from the Final Award Notice date, KT may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from KT's bid list for any future contracting opportunities.

END OF SECTION #7

Section 8: Requirements of the Proposal

8.1 Format for Submissions

All proposals must be submitted as specified on the proposal pages, which follow. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Proposals must be submitted via email to patrickr@kitsaptransit.com.

PROPOSERS MUST ONE (1) ELECTRONIC COPY IN MICROSOFT WORD OR PDF FORMAT.

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

8.2 Proposal Requirements

This section describes mandatory descriptions and submittals that must be addressed in or included with each proposal. Failure to address or include all of the items discussed in this section may subject the proposal to immediate rejection. KT will be the final authority in determining the responsiveness of a proposal. The RFP will be evaluated based on the criteria listed in the evaluation criteria.

To facilitate a uniform review process and obtain the maximum degree to comparability, respondents are required to organize proposals in the following manner. Proposals that deviate from this organizational structure or are missing key information elements may be considered non-responsive.

1. **Letter of Transmittal:** addressed to the Purchasing Coordinator as follows:

Mr. Patrick Rogers,
Purchasing Coordinator
Kitsap Transit
60 Washington Ave. Suite 200
Bremerton, WA 98337

The letter of transmittal must include:

- Project title
- Name of respondent
- Acknowledgement of receipt of all addenda
- Brief description of respondent's proposal
- Identify Proposer's Project Manager
- Signature of a person with the authority to bind the Proposer to KT

2. **Experience and Qualification:**

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

Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to this project, including their specific responsibilities and individual qualifications.

Proposer shall also provide similar information for all sub-consultants that will be utilized for this project.

Proposers must identify a Project Manager, who may not be removed/substituted from the project without written approval from Kitsap Transit. The Proposer will describe the Project Manager's experience, expertise, knowledge, capabilities and resources as they pertain to managing this project's scope of work.

3. Past Performance:

Proposer shall provide three (3) previous projects of similar size and scope from the last three years. Each project should describe the role of the Proposer and the level of effort needed to complete the project. Each project should contain the name of the agency, point of contact and email address for the point of contact. Please provide a detailed description of the project methodology, execution schedule and project outcome. Proposer shall also identify the firms Project Manager for the described past project.

4. Cost Proposal

Proposer shall provide an hourly rate, on their company letterhead, to be charged for the coordination services outlined above. For bidding purposes, Proposer shall assume approximately 30 hours per month. The hourly rate shall be fully loaded and include all costs for overhead, insurance, fees, profit and any other costs associated with providing coordination services. Mileage shall be reimbursed at GSA rate and all other direct costs shall be reimbursed at cost.

Monthly, the Awarded Vendor will provide Kitsap Transit an invoice outlining all of the activities that the Awarded Vendor has participated in and the number of hours for each activity. Each invoice will be accompanied with all backup materials justifying reimbursement of direct cost. A Kitsap Transit staff member or her/his designee shall review each invoice to ensure that all costs are in accordance with the Contract language. Vendors will be required to provide additional documentation to support monthly invoices upon request.

5. Supplemental Forms

The following list of forms must be submitted with your Proposal. Failure to submit any of these forms may render your Proposal non-responsive and excluded the Proposal from consideration. These forms are a responsiveness component and will not be evaluated.

- Attachment C Bidder's Affidavit

END OF SECTION #8

Attachment #A:

Peninsula Regional Transportation Planning Organization

Unified Planning Work Program (UPWP)

Adopted June 27, 2019

Attachment #B: Kitsap Transit's Protest and Appeals Policy

Who May Protest or Appeal

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

Timing of Protest

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

Basis of Protest

Protests must be based on the following criteria:

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

Protest Form and Content

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

Protest Procedure

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

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and an independent Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

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

Failure to Comply with Requirements

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

Protests to the Federal Transit Administration

The vendor or service provider shall only appeal to the FTA pursuant to violations of federal law or regulations.

Exhausted Administrative Remedies

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

Attachment #C: Bidder's Affidavit

NON-COLLUSION

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Kitsap Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Kitsap Transit may require.
2. No officer, employee, Board member, agent of Kitsap Transit, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for

employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

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

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, ET SEQ., ARE APPLICABLE THERETO.

Authorized Signature

Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public in and for the State of _____,

residing in _____

Signature _____

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