



**60 Washington Ave, Suite 200  
Bremerton, WA 98337  
Ph: 360-479-6960**

## **REQUEST FOR PROPOSALS**

### **Marketing Campaigns 2022**

#### **RFP KT #22-772**

**May 16, 2022**

**Proposals must be submitted no later than June 6th, 2022  
@2:00 P.M**

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 Proposers 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 proposals 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. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Proposals.

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



## Proposer's Checklist

|   |
|---|
| Solicitation Number: KT #22-772             |
| Solicitation Name: Marketing Campaigns 2022 |
| Due Date and Time: June 6th, 2022 @ 2:00PM  |

The following checklist is provided as a guide to all documents and exhibits that **MUST** be submitted with your proposal to be considered responsive and complete. Failure to provide **ANY** of these documents could render your proposal nonresponsive and may cause it to be rejected.

|   |  |
|---|--|
| <b>Letter of Transmittal</b>                                  |  |
| <b>Firm History, Disciplines and Qualifications</b>           |  |
| <b>Key Personnel</b>  |  |
| <b>Past Performance / References</b>                          |  |
| <b>Project Approach and methodology with Project Schedule</b> |  |
| <b>Cost Proposal</b>  |  |
| <b>Proposer's Affidavit</b>                                   |  |

I, the below signee, have reviewed this checklist and have provided all of the requested documents. I understand that failure to provide the requested documents could render my Proposal non-responsive and may cause its rejection.

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

Printed Name and Title: \_\_\_\_\_

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## **Section 1: RFP Introduction**

### **Request for Proposals**

#### **KT #22-772 Marketing Campaigns 2022**

##### **1.1 Scope of Work**

Kitsap County Public Transportation Benefit Area Authority (Kitsap Transit / KT) is seeking the services of an experienced consultant to audit/review Kitsap Transit past marketing campaigns, define and analyze the key problems and gaps, and then prepare, create, and implement multiple advertising campaigns beginning in or around October 2022. These campaigns are:

- A) BI Ride: An on-demand bus service on Bainbridge Island. Kitsap Transit is looking to boost ridership and percentage of total trips booked through a mobile app.
- B) Kitsap Transit Fast Ferry Service: Three routed, passenger only fast ferries connecting Kitsap County to downtown Seattle. Kitsap Transit is looking to boost ridership, particularly on low-performing routes or sailings.
- C) Bus Operator Recruitment: Kitsap Transit is looking to dramatically increase its bus operator applications and ultimately hire numerous bus operators for both its fixed-route (Routed) and paratransit (ACCESS) services.

##### **1.2 Proposal Documents**

Plans, specifications and addenda for this project are available on-line on Kitsap Transit's website [www.kitsaptransit.com](http://www.kitsaptransit.com). Proposers must email Michael Ricketts at [michaelri@kitsaptransit.com](mailto:michaelri@kitsaptransit.com) to be placed on the Plan Holder's List in order to receive automatic email notifications of future addenda and additional project information through the proposal phase

##### **1.3 Pre-Proposal Meeting**

A Pre-Proposal meeting is not being offered for this project

##### **1.4 Questions and Request for Clarifications**

All questions, requests for information, and Pre-Proposal material substitutions, must be submitted in writing and received by **MAY 26, 2022** at: Kitsap Transit, Attn: Michael Ricketts, 60 Washington Ave., Ste. 200, Bremerton, WA 98337; or e-mail: [michaelri@kitsaptransit.com](mailto:michaelri@kitsaptransit.com)

##### **1.5 Time for Completion**

It is anticipated that the Contractor shall work diligently on the completion of the scope of work. Proposals should reflect a start date of **Mid July, 2022**. No work shall begin on this Contract until a receipt of the Notice to Proceed. Contractors beginning Work before the Notice is received, do so at their own risk.

**1.6 Proposal Due Date**

Proposals shall be emailed to: michaelri@kitsaptransit.com. All Proposals must be received before **2:00 PM June 6th, 2022**. Late Proposals will not be considered. Proposers will receive a confirmation of receipt when Proposal is received.

**End of Section 1**

## **Section 2: Instructions to Proposers**

### **2.1 Definitions**

**Addenda:** A written or graphic document issued to all Proposers and identified as an Addendum prior to proposal opening, which modifies or supplements the Proposal Documents and becomes a part of the Contract.

**ARO:** After Receipt of Order/Purchase Order

**Bid/Proposal:** The offer of a Proposer on a properly completed Proposal Form to perform the Contract.

**Bidder/Proposer:** means a person, firm or corporation that has made an offer in response to the RFP

**Proposal Documents:** means the solicitation (RFP) in its entirety, including the Plans provided under separate cover

**Contract:** The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, varies certifications and affidavits, supplemental agreements, change orders, and all Contractor.

**Contractor:** means the Successful Proposer who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

**RFP:** is an abbreviation meaning Request for Proposals.

**Subcontractor:** An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

**Successful Bidder/Proposer:** means the lowest responsive and responsible Proposer to whom Award of the Contract shall be made

**Surety:** A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

**Work:** The provisions of all labor, materials, tolls, equipment and everything needed to successfully complete a project according to the Contract.

This RFP provides details of what is required when submitting a Proposal for the Work, how Kitsap Transit will evaluate the Proposals, and what will be required of the Contractor in performing the Work. This RFP also gives the estimated dates in Section 2, for the various events in the submission process. While these dates are subject to change, prospective Contractors must be prepared to meet them as they currently stand.

Other sections of the RFP will cover general submission instructions, project overview, proposal and project schedule, consultant qualifications and experience, evaluation criteria, contract terms and federal clauses.

## **2.2 Proposal Due Date**

Emailed Proposals must be received **NO LATER THAN 2:00 P.M. local time, on June 6th, 2022**. Responses shall be emailed to michaelri@kitsaptransit.com. The subject line of the email must read: **RFP KT #22-772 Marketing Campaigns 2022**. Late proposals will not be considered.

## **2.3 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 via email.**

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing and received **NO LATER THAN 5:00 P.M. on May 26, 2022** to be considered in an Addendum.

## **2.4 Plan Holders List**

All prospective Proposers are required to register as "Plan Holders" to receive addenda or clarifications regarding the solicitation. It is recommended that Proposers notify Michael Ricketts 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.com/agencyinformation/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 Reserved**

## **2.6 Payment**

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

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.

## 2.7 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. KT’s DBE goal for federal fiscal year 2021 through 2023 is two point nine two percent (2.92%) the full text of which may be found at

<http://www.kitsaptransit.com/agency-information/procurement>.

## 2.8 Title VI

It is the policy of KT 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.

## 2.9 Anticipated Calendar of Events

The activities and dates listed below represent the anticipated procurement schedule. KT will provide changes to the Pre-Proposal date and Proposal Due date via Addenda. Dates preceded by an asterisk (\*) are estimated.

| Activity                                    | Date and Time                 |
|---|-------------------------------|
| Request for Proposals Released              | May 16, 2022                  |
| Request for Clarification/Substitutions Due | May 26, 2022 @ 5:00 PM        |
| Proposals Due Date                          | <b>June 6th, 2022 2:00 PM</b> |
| Anticipated Contract Award Date             | *Late June                    |
| Anticipated Notice to Proceed               | *July                         |



## 2.10 General Information for Proposers

KT reserves the right, if necessary, to invite all firms in the competitive range to participate in an interview with the Evaluation Committee. The interviews will be scored and the scores will be added to the technical and cost proposal to determine the “best value” to KT.

KT reserves the right, if necessary, to request a Best and Final Offer (BAFO) from all firms in the competitive range. Each BAFO will be evaluated by the Committee and scored in accordance with the listed criteria. Firms are advised that Award of this solicitation may be made based solely on the information provided in their Proposal.

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.

## 2.11 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.

## 2.12 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.

### **2.13 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.

### **2.14 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 4 pertain.

**End Section 2**

## **Section 3: Proposal Contents and Evaluation**

### **3.1 Proposal Content and Requirements**

#### **A. Letter of Transmittal**

The letter of transmittal should be written in the form of a standard business letter and must be signed by an individual authorized to legally bind the Proposer's firm to KT.

Letter to be addressed to the Purchasing Specialist as follows:

Mr. Michael Ricketts  
Purchasing Specialist  
Kitsap Transit  
60 Washington Ave. Suite 200  
Bremerton, WA 98337

Letters of transmittal must include:

- A statement introducing the Proposer
- Legal name, address, phone number and email of the Proposer's firm
- Name, phone number and email address of the Proposer's Point of Contact for questions regarding the submitted Proposal
- A statement outlining any exceptions that the Proposer takes to the Contract Documents including the attached Sample Agreement
- A statement outlining any assumption that were made while developing the Proposal
- A statement acknowledging the receipt of any issued addenda

#### **B. Firm History, Disciplines and Qualifications**

Provide a general description of the Proposer's firm including but not limited to number of employees, locations of HQ/branches, disciplines, staffing, qualifications and brief history.

#### **C. Key Personnel**

The Proposer shall provide an organizational chart that identifies the individuals and sub-contractors who will be performing the Work. For each individual and sub-contractor, the Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to these projects, including their specific responsibilities and individual qualifications. Proposer shall also provide similar information for all sub-consultants that will be utilized for this project. Identified sub-consultants may not be removed from the project without written approval of KT.

Proposers must identify a Project Manager, who may not be removed/substituted from the project without written approval from KT. 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.

#### **D. Past Performance / References**

Proposer shall provide three (3) previous projects of similar size and scope in the last three years with one preferably within the last year. Each project/case study 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, ability to show "behavioral change" in marketing campaigns, execution schedule and project outcome. Proposer shall also identify the firms Project Manager for the described past project. KT would prefer to see projects that have been award by another public agency, and/or, were another recruitment campaign.

#### **E. Project Approach and methodology with Project Schedule**

The Proposer shall provide a narrative description of their approach to this project and each campaign. These narratives shall include:

- Description of Proposer's ability to undertake the scope of work. Proposers shall demonstrate their ability to run these three campaigns concurrently with the proposed staff.
- Proposer should detail current and anticipated capacity for period of performance for all key personnel and sub-contractors
- Description of proposers understanding of needs/wants
- Describe the methods and techniques the Proposer will employ to accomplish the scope of work
- Identify information and support required from KT staff (if necessary)

The Proposer shall provide a detailed proposed Project Schedule for this project. All major milestones, tasks, board presentations, and deliverables should be listed for each campaign. The schedule should assume a Notice to Proceed issued on approximately July 18th.

The Contractor should be aware that the schedule presented in their Proposal will be used to measure Contractor's performance and compliance. Assumptions used to assemble the proposed schedule should be clearly articulated including any information or resources that KT will need to provide to maintain the schedule.

#### **F. Cost Proposal**

Proposer shall submit a Cost Proposal on company letterhead that outlines the total cost to provide the scope of work for each campaign and the entire project as a whole. Provided price proposal shall be delineated as follows

- Total fees vendor intends to charge per phase for completing the marketing campaigns including a detailed breakdown of those fees including soft and hard costs
- Itemization of any expenses or other charges (including any reimbursable costs) which vendor anticipates will be charged separate from the fees covered by #1 above along with a proposed cap on such additional charges.
- Outline any assumptions that the Contractor has made in the development of their Cost Proposal.

The Cost Proposal shall include hourly rates for the staff assigned to tasks with a lump sum "Not to Exceed" price to complete each task outlined in the scope of work. The Cost Proposal shall provide labor rates for project principals, direct material costs, travel, and any other reimbursable fees.

The Proposer shall also identify a fully-burdened all-inclusive hourly rate for each job category. These rates will be used to price any change order and any On-Call/As-Needed services. The evaluation process is designed to award this procurement not necessarily to the consultant of least cost, but rather to the consultant whose proposal best meets the requirements of this RFP. The proposal must specifically set forth the firm/consultant's professional fees and anticipated expenses in a "not to exceed" amount.

All proposed prices shall remain firm for a minimum of ninety (90) days from the submittal date of the proposal. Prices quoted by the successful Proposer shall remain valid for the duration of the Contract term.

### **G. 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 B Bidder's Affidavit

### **3.2 Proposal Evaluation**

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

Upon completion of proposal evaluations KT, at its sole discretion, may invite those Proposers within the competitive range to interview. These interviews will be used to ask the firm/individuals more specific questions regarding their firm, experience and full understanding of KT's business problems. These interviews will be conducted between June 13<sup>th</sup>, 14<sup>th</sup>, and if necessary, 15<sup>th</sup> of 2022. Following the interviews, KT may ask Proposers invited to the interviews, to send in their Best and Final Offer price which will be due on

June 17<sup>th</sup>. Proposers are advised that Kitsap Transit may make their decision based solely on the information provided in their Proposals without further discussions.

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

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

Proposers will be selected using the weighted criteria below.

|  |            |             |
|--|------------|-------------|
| <b>1. Experience and Qualifications</b>            | <b>200</b> |             |
| <b>2. Understanding and Approach with Schedule</b> | <b>400</b> |             |
| <b>2. Key Personnel</b>                            | <b>400</b> |             |
| <b>3. Past Experience</b>                          | <b>400</b> |             |
| <b>4. Cost</b>                                     | <b>200</b> |             |
| <br>   |            |             |
| <b>Total (before interviews; if necessary)</b>     |            | <b>1600</b> |

Those firms found to be in the competitive range, may be asked to interview with KT. These interviews will have, up to, another 500 points that will be added onto the final score.

|   |            |             |
|---|------------|-------------|
| <b>1. Interviews</b>                              | <b>500</b> |             |
| <br>  |            |             |
| <b>Net Total (after interviews; if necessary)</b> |            | <b>2100</b> |

**End Section 3**

#### Section 4: 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 4**

## **Section 5: 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.

### **5.1 Conflicts of Interest**

Current and Former Employees: KT 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 proposals 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.

#### **A. 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.

### **5.2 Debarment and Suspension**

Contractor must not be debarred or suspended in order to conduct business with KT. 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 proposing 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.



### 5.3 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.

### 5.4 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 Contractor 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.

### 5.5 Insurance Requirements

The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, KT shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by KT shall not be limited to the amount of the required insurance coverage.

- Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all CONSULTANT's employees who perform under this Agreement.
- 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 not

less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.

- Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within one week after the execution of this Agreement. CONSULTANT' shall agree to give TRANSIT thirty (30) days written notice of cancellation in coverage below the limits set forth herein.
- Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

Coverage in the minimum amount set forth herein shall not be construed to relieve CONSULTANT from liability in excess of such coverage. TRANSIT shall be specifically included as an additional insured in the insurance coverage required by this section.

Notwithstanding, TRANSIT reserves all claims or rights of action against CONSULTANT as if TRANSIT were not named in the subject policy or policies.

Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name KT as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against KT. The Contractor and its insurers also waive their right of subrogation against KT for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by KT.

The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

## 5.6 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.

## 5.7 Taxes

Any Contract wholly for professional or other applicable services is generally not subject to Retail Sales Tax and therefore, the Consultant shall not collect Retail Sales Tax from Kitsap Transit on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

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.

## 5.8 Confidentiality

After the Proposal due date and until a Contract is awarded, 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 RFQ shall remain strictly confidential until after contract award.

## 5.9 Contract Documents

The successful Proposer will receive an award package from KT 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 KT within ten (10) calendar days, unless indicated otherwise, or KT 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. *A sample contract for services is provided to inform submitters of the expected terms and conditions required by Kitsap Transit. The contract is provided for information only and does not need to be returned with the proposal submission. (See Attachment B)*

**5.10 Failure to Execute Contract**

Should the awarded Contractor fail to execute the Contract within ten (10) 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 proposal list for any future contracting opportunities.

**END OF SECTION 5**

**KITSAP TRANSIT**  
**REQUEST FOR PROPOSALS KT #22-772**  
**FOR**  
**Marketing Campaigns 2022**

**ATTACHEMENT A - SCOPE OF WORK**

## Attachment A

**STATEMENT OF PURPOSE AND GENERAL BACKGROUND:** Kitsap Transit (KT) will be looking for a firm/individual to review past KT marketing campaigns, research the regional area, prepare, create, and implement multiple marketing campaigns. These campaigns include:

1. BI Ride
  - A. KT, in collaboration with the City of Bainbridge Island, re-launched BI Ride in June of 2021 as a fully on-demand service powered by Pingo, an app developed by The Routing Company. KT and the City of Bainbridge Island are looking to dramatically increase ridership and support Bainbridge Island's goal of reducing greenhouse gas emissions.
  - B. KT anticipates the amount of effort for this part of the contract to fall between \$75,000 to \$100,000 **including** media buys.
  - C. KT expects delivery of marketing and community engagement plan by late September/early October and execution of the approved plan between October 2022 and July 2023
2. Fast Ferry Ridership
  - A. KT is looking to increase awareness and ridership on its multiple cross-sound passenger only fast ferry routes including Bremerton to Seattle, Southworth to Seattle, and Kingston to Seattle. KT has seen a ridership downturn due to the Covid-19 pandemic and while some fast ferry routes have seen a return to normal ridership levels, routes such as Kingston and Southworth (opened in 2018) have not seen the ridership levels KT expects.
  - B. KT anticipates the amount of effort for this part of the contract to fall between \$60,000 – \$85,000 **including** media buys
  - C. KT expects delivery of marketing and community engagement plan by about late September 2022 and execution of the approved plan between October 22 and May 2023
3. Bus Operator Recruitment
  - A. KT is looking to hire numerous bus operators for its Routed and ACCESS routes. Before the start of the pandemic, KT had unfilled openings and the pandemic has exasperated the situation. In the last few years, KT has launched several recruitment campaigns but is not seeing the same response numbers KT's typical advertisement campaign have in the post-COVID environment. KT is looking to hire at least 75 new drivers.
    - i. KT would like the Proposer to focus and review job-seekers experience with KT's brand when they see our advertising and go through our application, interview, and on-boarding processes? How do our eligibility, requirements and training compare to those of competing employers? Why do some bus operators stay for decades while others leave? How do we sell the benefits of working as a KT bus operator to job seekers in a way that is authentic and effective in the current labor market? What recruitment best practices should KT adopt?

- B. KT anticipates the amount of effort for this part of the contract to fall between \$100,000 and \$150,000 **not including** media buys
- C. KT expects internal and external research phases of the project to be completed by October for 2022 and for a marketing plan and components to be delivered by December. Marketing campaign will run from January through December 2023.

KT anticipates the level of effort for this entire contract to fall between \$235k and \$335k for the Proposer's services. Media buy amounts have not been taken into account for the Bus Operator Recruitment campaign

**GENERAL BACKGROUND:** Kitsap Transit is a public transit agency serving Kitsap County, Washington, part of the Seattle metropolitan area. KT has over 40 fixed routes, a vanpool system (Access), worker-driver services, dial-a-ride services, and multiple ferry and fast ferry services. KT is looking to increase ridership and number of bus drivers it hires to sustain the current level of service and to expand KT's service. While KT has seen ridership marketing advertisements efforts succeed in the past, efforts in the post-COVID environment have had limited impact.

Additionally, despite KT making adjustments in its hiring practices such as, no experience required and compelling financial packages, KT is finding recruiting for bus operators a struggle in the post-COVID environment. Compounding factors include stiff competition from other employers such as Puget Sound Naval Shipyard, a significant share of KT's current operator workforce eligible to retire, and low unemployment. KT is looking for a fresh perspective on its marketing approach to recruitment and retention funnel.

This project represents an opportunity for Kitsap Transit to re-evaluate its marketing strategies and messaging; incorporate innovative and potentially more effective approaches; rethink the customer/user journey and leverage high-impact moments; and develop seasonal and annual plans for year-round marketing of Kitsap Transit services in this contract (BI Ride, Fast Ferries and Bus Operator Positions).

The Contractor will work closely with staff and be expected to gain firsthand knowledge of KT operations relevant to each service and the target audience to identify problems and opportunities.

### **Scope of Services**

Kitsap Transit invites interested consulting firms and/or individuals to develop marketing strategies to increase ridership on Fast Ferries and BI Ride. Additionally, a separate campaign will be developed for increased applications for our bus operator positions. Lastly, the firm/individuals will, upon KT approval, implement the developed plan with assistance of KT.

Goal of the overall project strives to address the following Phases for each campaign:

1. Analysis and development of brand positioning, customer targeting/segmentation, benefits articulation, and original insights for both riders and possible Bus operator

- applicants. Gap analysis and review of past marketing strategies, creative and campaigns should be completed in this phase as well
2. Creation of comprehensive marketing/recruitment strategies informed by the analysis that will be most effective in connecting with target audiences and meeting each campaign's objectives and key performance indicators.
  3. Implementation of the plans in most cost-effective, sustainable way, with ongoing monitoring, optimization and adjustments.

The consultant/project manager is charged with keeping the consultant project team on schedule, within budget and on scope. This will require constant communication with all parties and ongoing coordination with team members. The project manager will be responsible for assigning tasks to members of the consultant team, keeping meeting minutes, distributing consultant team documents and presentations, and providing a single point of contact between Kitsap Transit and the consultant team.

The consultant team will draft, for approval, a detailed project schedule including milestones for each task and subtask involved in completing the project and the specified due dates for the Tasks and Deliverables. Kitsap Transit's Project Manager will approve this schedule within 15 days of Notice to Proceed (NTP). A major deliverables list (MDL) will also be compiled and be updated on a monthly basis.

Proposers are advised that the awarded Contractor will be required to attend, via Zoom or teleconference, a bi-weekly stakeholder meeting in which the Contractor will be covering all three projects and providing a status report and give staff an opportunity to give direction and feedback to the consultant team. In addition, Kitsap Transit staff envisions update meetings to its Leadership Team as necessary and may be required to present reports and information to the Kitsap Transit Board of Commissioners, jurisdiction partners, or other key stakeholder groups.

All Cost Proposals should reflect the Contractor's attendance at these meetings.

#### 1. BI Ride Marketing Campaign

- A. Phase 1: The Proposer shall do a full analysis of KT's BI Ride ridership trends; Pingo app metrics; review past and ongoing KT marketing campaigns and print collateral; use individual interviews, focus groups or other original research methods to determine community awareness and interest, develop personas and articulate demand factors, service benefits, barriers to using the service and app. After initial analysis, the Proposer shall develop an effective marketing-communications strategy and campaign with fresh creative, metrics and budget to increase BI Ride ridership and Pingo app usage based on information gathered and analyzed from the market research and previous marketing campaigns.
  - I. Review how current marketing campaigns are received and identify roadblocks to getting current, accurate information about BI Ride out to the community.



- II. Review KT's previous and current BI Ride ridership campaigns. The review shall identify, to the extent possible, return on investment in previous campaigns and opportunities for increasing KT's return on investment in future campaigns.
- III. Information KT will provide:
  - a. 2019 BI Ride Marketing material available (Exhibit A, full report available on request).
  - b. 2021 BI Ride Survey Results available (Exhibit A, full report available on request).
  - c. 2022 BI Ride Holiday – Review (Exhibit A, full report/presentation available on request)
- IV. Critical thinking to maximize reach and conversions: Using the findings during the initial research, the Contractor shall create a hierarchy of marketing messages that address different types of users and that research suggests will be effective in motivating them to try BI Ride.
- V. Campaign audience: the Contractor shall provide a deeper understanding of the campaign audience and customer personas beyond what Kitsap Transit has gleaned from its surveys and field observations. This understanding should be comprehensive taking into consideration traditional characteristics such as age, current employment status, socio-economic status, while providing a more in-depth understanding of characteristics of people who are more likely to use BI Ride, such as their brand attitude and awareness, pain points, media habits, and marketing moments in which BI Ride could be in their consideration set of transportation choices.
- VI. Strategy and advertising tactics to best contact/attract ridership: The Contractor shall provide recommendations for marketing strategy, creative strategy, promotion, media buy, PR, direct-response, social marketing and other means of community engagement as part of an overall marketing campaign for BI Ride.
- VII. Comprehensive media plan and budget: the Contractor shall develop a comprehensive media plan that will guide the purchase of all paid advertising over the length of the campaign. The Plan shall outline the justification for the Contractor's selection of media buys including expected outcomes and measurable goals. The Plan will clearly outline the implementation strategy of each segment and identify any potential roadblocks to success.
- VIII. BI Ride advertisement plan implementation strategy: the Contractor will develop a strategic approach and explain how these strategies, tactics, and campaign messaging will be used throughout the campaign; possible strategies might include paid advertising, social media, media relations, "pop-up" events, and other avenues.

IX. Planned evaluation metrics upon implementation: the Contractor shall develop clear, easy to understand metrics that are relevant and measurable to define, optimize and evaluate campaign efficacy.

**X. Deliverables**

- a. **Comprehensive BI Ride Brand Audit:** The comprehensive marketing analysis shall be written in a way that is easily understood by all stakeholders, synthesizing all the audit information into a comprehensive report. The report shall clearly identify which types of users offer BI Ride the greatest opportunity for ridership growth and why, strengths/weaknesses of KT's current BI Ride marketing efforts, threats/barriers to further growth and opportunities to level up marketing efforts to address underserved or overlooked audiences as well as reinforce and expand those tactics that are performing well.
  - b. **Creation of Marketing Campaign:** After review and approval of this material by KT staff, a comprehensive marketing plan shall be written in a way that is easily understood by all stakeholders, synthesizing all the strategies, tactics, and implementation schedule into a comprehensive report. The report shall clearly identify how and why these strategies will be the most effective. Plan will include: marketing strategies (positioning, targeting, benefit), creative strategies, promotion, media buys, other tactics (PR, direct-response, social media and community engagement), key performance metrics and objectives, implementation schedule and media budget.
  - c. **Campaign Components:** Upon review and approval of the marketing plan, the Contractor shall develop the approved creative, promotional, advertising and other marketing materials envisioned and articulated in the plan.
- B. Phase 2: Implementation of BI Ride Marketing Campaign
- I. **Deliverables**
    - a. **Implementation of Plan:** Upon approval by KT Project Manager, The Contractor shall implement the new BI Ride Marketing campaign as agreed upon in Phase 1, including media buys, digital/social posts, and community outreach. The Contractor, in cooperation with KT, will manage, monitor, and measure all campaign activities.
    - b. **Monitor and Adjust:** The Contractor will provide continuous monitoring of the campaign to ensure campaign effectiveness. Based on ongoing assessments and previously developed KPI's, the Contractor shall determine if strategic changes/corrections need to be made to the campaign to improve efficacy. If such changes are required, the Contractor will recommend the necessary changes to KT and upon KT approval, make changes.

- c. **Progress Reports and Final Report:** The Contractor will present regular progress reports to KT stakeholders on a cadence determined by the KT Project Manager, but no less than monthly. These progress reports will present the overall campaign efficacy in a concise manner supported by a campaign dashboard. During the progress report, the Contractor shall provide recommendations for plan adjustments, if necessary, to achieve a Return on Investment that is at or above industry benchmarks. The Contractor will provide a Final Report on the implementation of the Marketing Campaign that includes objectives, strategy, tactics, creative, channels, metrics, results, return on investment and campaign insights and recommendations for future campaigns.

## 2. Fast Ferry Ridership Campaign

- A. Phase 1: The Proposer shall do a full analysis of KT's Fast Ferry ridership trends, review past and current KT marketing campaigns and print collateral, use individual interviews, focus groups or other original research methods to determine community awareness and interest, develop personas and articulate demand factors, service benefits, barriers to using the service, especially on low-performing routes or sailings. After initial analysis, the Proposer shall develop an effective marketing-communications strategy and campaign with fresh creative, metrics and budget to increase Fast Ferry ridership based on information gathered and analyzed from the market research and previous fast ferry marketing campaigns.
  - I. Review KT's previous and current Fast Ferry ridership campaigns. The review shall identify the elements of the campaigns that were successful and which elements were not. The review shall identify KT's Return on Investment (ROI) for previous campaigns.
  - II. Review how current marketing campaigns are received and identify demand factors or barriers to growth and to greater use of fast ferry service, particularly on low-performing routes or sailings.
    - a. Local commuters to Seattle and to the Puget Sound Naval Shipyard are the primary users of the service. During the summer schedule, however, locals and tourists use the service because it operates through the day and late into the evening on Saturdays. These customer segments likely could be more refined, and personas developed to shape a marketing campaign.
  - III. Information KT will provide:
    - a. 2018 short documentary on M/V Finest and "Launch Preview" event. (Exhibit B)
    - b. 2018 Kingston Fast Ferry Campaign Report (Exhibit B)
    - c. 1/2020 - 4/2022 Fast Ferry Ridership Data (Exhibit B)
  - IV. Critical thinking to maximize hits: Using the findings during initial research, the Contractor shall create a hierarchy of marketing messages

that address different types of users and that research suggests will be effective in motivating them to use Kitsap Transit's fast ferries, particularly on low-performing routes or sailings.

- V. Campaign audience: the Contractor shall provide a deeper understanding of the campaign audience and customer personas beyond what Kitsap Transit has gleaned from its surveys and field observations. This understanding should be comprehensive taking into consideration traditional characteristics such as age, current employment status, socio-economic status, while providing a more in-depth understanding of characteristics of people who are more likely to use fast ferries, such as their brand attitude and awareness, pain points, media habits, and marketing moments in which the fast ferry could be in their consideration set of transportation choices.
- VI. Strategy and tactics to attract ridership: The Contractor shall provide recommendations for marketing strategy, creative strategy, promotion, media buy, PR, direct-response, social marketing and other means of community engagement as part of an overall marketing campaign for Kitsap Fast Ferries.
- VII. Fast ferry advertisement plan implementation strategy: the Contractor will develop a strategic approach and explain how these strategies, tactics, and campaign messaging will be used throughout the campaign; possible strategies might include paid advertising, social media, media relations, "pop-up" events, and other avenues.
- VIII. Comprehensive media plan and budget: the Contractor shall develop a comprehensive media plan that will guide the purchase of all paid advertising over the length of the campaign. The Plan shall outline the justification for the Contractor's selection of this plan including expected outcomes and measurable goals. The Plan will clearly outline the implementation strategy of each segment and identify any potential roadblocks to success.
- IX. Planned evaluation metrics upon implementation: the Contractor shall develop clear, easy to understand metrics that are relevant and measurable to define, optimize and evaluate campaign efficacy.
- X. **Deliverables**
  - a. **Comprehensive Kitsap Fast Ferries Brand Audit:** The comprehensive marketing analysis shall be written in a way that is easily understood by all stakeholders, synthesizing all the audit information into a comprehensive report. The report shall clearly identify which types of users offer Fast Ferries the greatest opportunity for ridership growth and why, strengths/weaknesses of KT's current Fast Ferry marketing efforts, threats/barriers to further growth and opportunities to level up marketing efforts to address underserved or overlooked audiences as well as reinforce and expand those tactics that are performing well.

- b. **Creation of Marketing Campaign:** After review and approval of this material by KT staff, a comprehensive marketing plan shall be written in a way that is easily understood by all stakeholders, synthesizing all the strategies, tactics, and implementation schedule into a comprehensive report. The report shall clearly identify how and why these strategies will be the most effective. Plan will include marketing strategy (positioning, targeting, benefit), creative strategy, promotion, media buy, other tactics as needed (PR, direct-response, social media and community engagement), key performance metrics and objectives, implementation schedule and media budget. Plan will take into account changes in demand and audiences when summer schedule is in effect.
  - c. **Campaign Components:** Upon review and approval of the marketing plan, the Contractor shall develop the approved creative, promotional, advertising and other marketing materials envisioned and articulated in the plan.
- B. Phase 2: Implementation of Fast Ferry Ridership Campaign
- I. **Deliverables:**
    - a. **Implementation of Plan:** Upon approval by KT Project Manager, The Contractor shall implement the new Fast Ferry Ridership Campaign as agreed upon in Phase 1, including media buys, digital/social posts, and community outreach. The Contractor, in cooperation with KT, will manage, monitor, and measure all campaign activities.
    - b. **Monitor and Adjust:** The Contractor will provide continuous monitoring of the campaign to ensure campaign effectiveness. Based on ongoing assessments, the Contractor shall determine if strategic changes/corrections need to be made to the campaign to improve efficacy. If such changes are required, the Contractor will recommend the necessary changes to KT and upon KT approval, make changes.
    - c. **Progress Reports and Final Report:** The Contractor will present regular progress reports to KT stakeholders on a cadence determined by the KT Project Manager, but no less than monthly. These progress reports will present the overall campaign efficacy in a concise manner supported by a campaign dashboard. During the progress report, the Contractor shall provide recommendations for plan adjustments, if necessary, to achieve a Return on Investment that is at or above industry benchmarks. The Contractor will provide a Final Report on the implementation of the Marketing Campaign that includes objectives, strategy, tactics, creative, channels, metrics, results, return on investment and campaign insights and recommendations for future campaigns.

### 3. Operator Recruitment Campaign

- A. Phase 1: The Proposer shall conduct a comprehensive audit on KT's prior bus operator marketing campaigns as well as original research on key marketing questions identified through the project. After initial analysis, the Proposer shall develop an effective marketing campaign to increase bus operator applications and hires based on information gathered and analyzed from previous bus operator marketing campaigns, KT's recruitment and retention funnel, and audience research and message testing.
- I. Internal Analysis: Proposer shall provide a detailed evaluation of KT's processes for screening and hiring applicants, onboarding and retaining them. Proposer shall identify roadblocks or pain points for applicants and new hires while creating recommendations for greatly improving recruitment/retention funnel performance. Review of previous and current recruitment campaigns shall identify strengths and weaknesses of the strategies and tactics used in relation to the campaign objectives. The audit shall identify KT's Return on Investment (ROI) for previous campaigns to whatever extent possible.
  - II. External Analysis: Proposer shall conduct a gap analysis and benchmark KT's recruitment/retention practices and processes against non-transit industry best practices using criteria developed in consultation with KT Project Manager. Proposer shall conduct original research, going beyond KT's survey research, to identify audience segments with higher propensity than average to apply, be hired and achieve reasonably long tenure in bus driver positions. Proposer shall identify where KT is missing recruitment/retention opportunities, how marketing strategy, messaging or creative could be improved to better connect with audience needs, target audiences that are missing, underserved or need adjustment, prioritize earned, paid and social channels for investment or attention, and other areas that KT may be missing.
  - III. Information KT will supply:
    - a. 2017-2018's "Drive" Campaign (Exhibit C)
    - b. 2019's Market Research & Planning for 2019 Operator Recruitment Campaign (Exhibit C, full report available on request)
    - c. 2019-2020's "Work Where You Live" Campaign (Exhibit C)
    - d. 2021-2022's "Great Pay, Great Benefits" Campaign (Exhibit C)
    - e. 2022 Job Fair Campaign and Results (Exhibit C, full presentation available on request)
  - IV. Following internal and external discovery and research, the Contractor shall begin creating a comprehensive Marketing Plan and campaign budget that utilizes information gathered from internal and external reports. The comprehensive media buy developed in the plan shall guide the purchase of all paid advertising over the length of the campaign. The plan shall outline the justification for the Contractor's selection of this plan including expected outcomes measurable goals. The plan will clearly

outline the implementation strategy of each component and identify any potential roadblocks to success. This marketing plan should demonstrate understanding of characteristics of the target audience and why the strategy, messaging and tactics are expected to achieve the campaign objectives.

- a. Contractor shall use advertising strategies that couple well with the “why Kitsap Transit?” messaging including traditional media coupled with electronic media and new evolving media technologies.
- b. Development of clear, easy to understand KPI metrics that are relevant and measurable to the campaign.

#### V. Deliverables

- a. **Internal reviews:** Creation of an applicant/employee “journey map” and assessment of KT recruitment and retention funnel, including journey phases, quality of the experience for individuals, pain points and strengths/weaknesses of current funnel. This report shall include recommendations for improving applicator/trainee/new operator experience. KPI’s should be developed to monitor internal progress toward improvement goals.
- b. **External Research:** Gap analysis and benchmarking of KT recruitment/retention processes/practices against non-transit industry best recruitment/retention practices and those of KT’s key competitors using criteria developed in consultation with KT Project Manager. Original audience research going beyond KT’s survey research, to identify job-seeker audience segments with higher propensity than average to apply, be hired and achieve reasonably long tenure in bus driver positions and where KT can target those segments effectively on the Kitsap Peninsula.
- c. **Development of a Bus Driver Recruitment Marketing Campaign:** Creation of a robust Bus Driver Recruitment Marketing Plan (including segmentation, targeting, positioning, messaging, strategy, tactics) and production of key campaign components (including creative concepts, video production, specific channels, metrics, media plan). Includes audience testing of message/creative to estimate likelihood of success and level of engagement with segments/audiences
- d. **Media Budget for Bus Operator Recruitment Campaign:** Please note that Kitsap Transit anticipates a separate budget for the media buy for the Bus Operator Recruitment Campaign. Vendor should take into consideration that they will likely be required to present a high level presentation to the Kitsap Transit Board of commissioners. These board meetings take place the first Tuesday of each month and it is expected the vendors presentation will take place at the November or December meeting. This presentation should be considered for all schedules and milestones.

- B. Phase 2: Implementation of Operator Recruitment Campaign
- I. Upon approval of the Plan by KT's Project Manager, the awarded firm will implement the approved Plan developed in Phase 1. While the Plan is being implemented, the firm will set up and begin a process of evaluation metrics on responses from the recruitment campaign.
  - II. Implementation of Plan: Upon approval by KT Project Manager, the Contractor shall launch the new Bus Driver Recruitment campaign as agreed upon in Phase 2. The Contractor, in cooperation with KT, will manage, monitor, and measure all campaign activities.
  - III. Monitor and Adjust: The Contractor will provide continuous monitoring of the campaign to ensure campaign effectiveness. Based on ongoing assessments, the Contractor shall determine if strategic changes/corrections need to be made to the campaign to improve efficacy. If such changes are required, the Contractor will recommend the necessary changes to KT and upon KT approval, make changes.
  - IV. Progress Reports and Final Report: The Contractor will present regular progress reports to KT stakeholders on a cadence determined by the KT Project Manager, but no less than bi-weekly. These progress reports will present the overall campaign efficacy in a concise manner supported by a campaign dashboard. During the progress report, the Contractor shall provide recommendations for plan adjustments, if necessary, to achieve a Return on Investment that is at or above industry benchmark. The Contractor will provide a final report on the implementation of the marketing campaign that includes objectives, strategy, tactics, creative, channels, metrics, results, return on investment and campaign insights and recommendations for future campaigns.

### **End Scope**



# **KITSAP TRANSIT**

## **REQUEST FOR PROPOSALS KT #22-772**

### **FOR**

## **Marketing Campaigns 2022**

# **ATTACHEMENT B – PROTEST AND APPEAL POLICY**

## **Attachment B Protest and Appeal 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:

2. A matter of bias, discrimination, or conflict of interest
3. Non-compliance with procedures described in the procurement documents
4. 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 regulation.

**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.

***Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.***

**END PROTEST POLICY**

**KITSAP TRANSIT**

**INVITATION FOR PROPOSALS KT #22-772**

**FOR**

**Marketing Campaigns 2022**

**ATTACHEMENT C - SAMPLE AGREEMENT**

# ***KITSAP TRANSIT***

## **CONSULTANT AGREEMENT**

**KT #19-634**

**2019 Classification and Compensation Study**

***KITSAP TRANSIT***

60 Washington Ave., Ste. 200

Bremerton, Washington 98337

(360) 824-4905

(360) 377-7086 Facsimile

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**KITSAP TRANSIT**  
**CONSULTANT AGREEMENT**

**ARTICLE 1**  
**OVERALL PROJECT**

**1.1 RELATIONSHIP OF PARTIES**

The CONSULTANT covenants with TRANSIT to furnish the CONSULTANT’s reasonable skill and judgment in furthering the interests of TRANSIT. The CONSULTANT shall furnish memos, reports, spreadsheets or other appropriate documents, and use the consultant’s best effort to perform the work in this Agreement in an expeditious and economical manner consistent with the interest of TRANSIT. The CONSULTANT shall endeavor to promote harmony and cooperation with the other governmental parties and agencies involved with the Project, TRANSIT, and other persons or entities essential to the Project.

**1.2 GENERAL SCOPE OF SERVICES**

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

Exhibit A: Request for Qualification, Project KT #xx-xxx Released: 00/00/20\_\_

Exhibit B: Addenda 1 Project KT #xx-xxx Released: 00/00/20\_\_

Exhibit C: {Consultant} Proposal to RFP KT #xx-xxx Issued: 00/00/20\_\_

**1.3 TERM OF THE AGREEMENT**

CONSULTANT shall not begin work under the terms of this Agreement until authorized by the signing of this Agreement. The services under this Agreement are directly related to and shall be coordinated with the Project Schedule. The established completion time shall not be extended because of any delays attributable to CONSULTANT, but may be extended by TRANSIT in the event of a delay attributable to TRANSIT or because of unavoidable delays caused by an Act of God, governmental actions, pandemic, or other conditions beyond the control of CONSULTANT.

## ARTICLE 2

### GENERAL PROVISION

#### 2.1 ASSIGNMENT/SUBCONTRACTING

- A. CONSULTANT 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 CONSULTANT not less than seven days prior to the date of any proposed assignment. TRANSIT reserves the right to reject without cause any such assignment.
- B. TRANSIT permits subcontracts for those items of work as shown in EXHIBIT (X) attached hereto and made a part hereof. The parties understand that subconsultants may be added or deleted during the course of the Agreement. EXHIBIT (X) may be amended as the need arises, upon mutual agreement of the parties, without a formal amendment to this Agreement. All terms, conditions, covenants and performances contained herein by and between the CONSULTANT and TRANSIT shall be required of the subconsultant and made part of any subconsultant agreement.

#### 2.2 ATTORNEYS 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 covenants, terms, conditions, OR 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 attorney's fees and costs incurred in such action or proceeding.

#### 2.3 CHANGES

Either party may request changes to 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.

CONSULTANT shall not incur additional cost which would modify the amount of the compensation established in EXHIBIT (X), except as TRANSIT may specifically authorize in writing.

CONSULTANT shall make all such changes and revisions in the completed work of this Agreement as are necessary to correct errors appearing therein, when required to do so by TRANSIT, without additional compensation therefore.

#### 2.4 COMMUNICATIONS

Communications in connection with this Agreement shall be in writing and shall be delivered personally; or by facsimile, or by regular, registered, or certified mail addressed to the TRANSIT



Representative designated to receive such communications. Communications shall be considered received at the time actually received by the addressee. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. All telephone communication shall be directed to the Project Manager (designated representative) as appropriate.

## **2.5 DISPUTE RESOLUTION**

TRANSIT's Protest and Appeal Procedures are to be used for the resolution of disputes.

## **2.6 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.

## **2.7 RESERVED**

## **2.8 MEDIATION**

As a condition precedent to the hearing of any trial or arbitration, the Parties shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The Parties shall each designate a representative with full settlement authority who will participate for at least four hours in mediation. The Parties shall share equally all expenses, exclusive of attorney's fees, associated with the mediation.

## **2.9 NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

## **2.10 REQUESTS FOR ARBITRATION**

Requests for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims, dispute or other matter in question would be barred by the applicable statutes of limitations.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## 2.11 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.

## 2.12 TERMINATION

- A. **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 TRANSIT shall determine that such termination is in its best interests. Any such termination shall be effected by delivery to the CONSULTANT 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 will become effective.

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

Settlement of claims by the CONSULTANT 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 FOR DEFAULT:** TRANSIT may, by written notice of default to the CONSULTANT, terminate the whole or any part of this Agreement if the CONSULTANT fails to perform the services within the time specified herein or any extension thereof; or if the CONSULTANT 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, TRANSIT may procure, upon such terms and in such manner, as TRANSIT may deem appropriate, supplies or services similar or those so terminated. The CONSULTANT may be liable to TRANSIT for 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 sub-consultants, the CONSULTANT 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 negligence of the CONSULTANT. If the failure to perform is caused by the default of a sub-consultant, and if such default arises out of causes beyond the control of both the CONSULTANT and the sub-consultant, and without the negligence of either of them, the CONSULTANT shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources to provide the services required.

Payment for services and accepted by TRANSIT shall be at the price specified in the Agreement. TRANSIT may withhold from amounts otherwise due the CONSULTANT for services provided such sum as TRANSIT determines to be necessary to protect 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 CONSULTANT 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 TRANSIT.

The rights and remedies of 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.

### **2.13 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, if any, prepared by CONSULTANT pursuant to this Agreement unless otherwise expressly provided herein.

## **ARTICLE 3 COMPENSATION, PAYMENTS AND RECORDS**

### **3.1 ACCOUNTING RECORDS**

The CONSULTANT shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to TRANSIT. The CONSULTANT shall preserve records, books, correspondence, instructions, drawings, subcontracts, purchase orders, memoranda and other data relating to this Agreement for a period of three years after final payment, or for such longer period as may be required by law.

### **3.2 AUDIT AND INSPECTION OF RECORDS**

TRANSIT, the State Auditor, the Comptroller General for the United States, or any of their duly authorized representatives, shall, until three (3) years after final payment under this Agreement or for any shorter period specified, have access to and the right to examine any of the

CONSULTANT's directly pertinent books, documents, papers or other records involving transactions related to this Agreement, and may request copies of specific documents at no charge to TRANSIT. These same requirements apply for any subconsultant.

## **1.2 CHANGE ORDER PROCEDURE**

- A. Oral change orders are not permitted. No change in this Agreement shall be made unless Kitsap Transit's Project Manager (designated representative) gives his/her prior written approval thereto. The CONSULTANT shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by Kitsap Transit's Capital Development Director.
- B. Exhibit (X) includes a firm fixed fee price and the schedule for the work to be performed. This proposal is accepted and may be modified by negotiations between the CONSULTANT and Kitsap Transit's Project Manager. At that time, both parties shall execute a detailed modification in writing.

Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Agreements Dispute Resolution Clause.

- C. Any proposed change in this Agreement shall be submitted to Kitsap Transit, or designated members thereof, for prior written approval. Subject to this prior approval, Kitsap Transit's designated representative may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this agreement, and/or the drawings, designs or specifications.

If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the CONSULTANT for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the CONSULTANT of the notification of change; provided, however, that Kitsap Transit's designated representative, if she or he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

## **1.3 COMPENSATION AND METHOD OF PAYMENT**

- A. Payments for services provided hereunder shall be made following the performance of such service, unless otherwise permitted by law and approved in writing by TRANSIT. No payment shall be made for any service rendered by CONSULTANT except for services identified and set forth in this Agreement.
- B. TRANSIT shall pay CONSULTANT for work performed under this Agreement compensation on a fixed fee not-to-exceed basis as described in EXHIBIT (X) attached hereto and made a part hereof.

- C. Payments shall be made following presentation of CONSULTANT invoices and progress report. Invoices shall be prepared monthly on the basis of the work described in EXHIBIT X estimated to be completed that month and at a percentage of the total cost of services to be performed.

Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is received by the TRANSIT.

#### **1.4 OWNERSHIP OF DOCUMENTS**

The original documentation and data furnished to CONSULTANT by TRANSIT shall be returned. All designs, drawings, specifications, documents, and other work products prepared by CONSULTANT are instruments of service for this Agreement, and are property of TRANSIT. Reuse by TRANSIT or by others acting through or on behalf of TRANSIT of any such instruments of service not occurring, as a part of this Agreement shall be without liability or legal exposure to CONSULTANT.

The drawings, specifications and any other design and planning documents produced by or provided to the CONSULTANT, and other key professionals employed by the CONSULTANT shall become the property of TRANSIT, but the use of these documents shall be approved in writing by the CONSULTANT and reasonable request for release from liability by the CONSULTANT shall be granted by TRANSIT.

All designs, drawings, specifications, technical data and other documents or information produced by CONSULTANT in the performance of this Agreement shall be the sole property of TRANSIT, and TRANSIT is vested with all rights therein of whatever kind and however created, provided however any design documents not stamped and signed by appropriate registered professional architects or engineers shall be deemed to be incomplete and requiring further review or design completion.

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

TRANSIT shall not reuse any documents, reports, materials, or other subject matter provided by CONSULTANT hereunder for other than the project defined by the Agreement without prior written consent of CONSULTANT, which shall not be unreasonably withheld. TRANSIT shall, in any event, indemnify, defend and hold CONSULTANT harmless from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages and liability caused by, resulting from, or arising out of such reuse. CONSULTANT is not liable for TRANSIT or third party misuse of any documents, reports, records, plans, or materials prepared, procured, or produced in the rendition of services under this Agreement.

#### **1.5 PATENT RIGHTS**

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings shall be made available to the Government for public use, unless TRANSIT shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so made available.

**1.6 INDEPENDENT CONSULTANT RELATIONSHIP**

- A. The parties intend that an independent CONSULTANT/TRANSIT relationship 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 CONSULTANT. No agent, employee, servant or representative of CONSULTANT shall be deemed to be an employee, agent, servant or representative of TRANSIT for any purpose, and the employees of CONSULTANT are not entitled to any of the benefits TRANSIT provides to its employees. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subconsultants or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, CONSULTANT is an independent consultant 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.

**1.7 WARRANTY OF TITLE**

CONSULTANT shall warranty to TRANSIT its successors and assigns, that the deliverables covered by the Agreement, when delivered to TRANSIT or to its successors or assigns, is free from all liens and encumbrances.

**ARTICLE 4**  
**TRANSIT PROVISIONS**

**4.1 RESERVED****4.2 INFORMATION**

TRANSIT shall provide full information in a timely manner regarding the requirements of the Project, including any additional information about its program which sets forth TRANSIT's objectives, constraints and criteria, including preliminary space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

**4.3 STATEMENT OF FINANCIAL ASSISTANCE**

This Agreement is subject to receipt of financial assistance by TRANSIT from the Federal Transit Administration. TRANSIT shall arrange such assistance or other funding prior to authorizing the work of this Agreement to start. In the event the work of this Agreement is started and such financial assistance or other funding is not available, TRANSIT may terminate this Agreement in accordance with Article 2.12 Termination for Convenience.

#### **4.4 TRANSIT'S DESIGNATED REPRESENTATIVE**

TRANSIT shall designate a Project Manager who shall have express authority to bind TRANSIT with respect to all matters requiring TRANSIT approval or authorization. This representative shall have the authority to make decisions on behalf of TRANSIT subject to TRANSIT board approvals as required, concerning scope of work, schedules, review of budgets, and changes in the work of this Agreement without further formal TRANSIT action, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay of the CONSULTANT and the Project.

### **ARTICLE 5 INSURANCE PROVISIONS**

CONSULTANT shall obtain and keep in force during the full term of this Agreement the following insurance coverage's:

Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all CONSULTANT's employees who perform under this Agreement.

**5.2** 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 not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.

**5.3** Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within one week after the execution of this Agreement. CONSULTANT shall agree to give TRANSIT thirty -(30) days written notice of cancellation in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve CONSULTANT from liability in excess of such coverage. TRANSIT shall be specifically included as an additional insured in the insurance coverage required by this section. Notwithstanding, TRANSIT reserves all claims or rights of action against CONSULTANT as if TRANSIT were not named in the subject policy or policies.

**5.4** Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

### **ARTICLE 6 SCHEDULE**

#### **6.1 SCHEDULE FOR THE WORK**

The work of this Agreement shall be commenced upon receipt of a written Notice to Proceed. The services under this Agreement are directly related to and shall be coordinated with the Project Manager.

## 6.2 NOTIFICATION OF DELAY

The CONSULTANT shall notify the TRANSIT designated representative as soon as the CONSULTANT has, or should have, knowledge that an event has occurred, which will delay deliveries. Within five (5) calendar days, the CONSULTANT shall confirm such notice in writing, furnishing as much detail as possible.

## ARTICLE 7 LABOR PROVISIONS

### 7.1 SAFETY AND HEALTH STANDARDS

CONSULTANT shall be responsible for safety of CONSULTANT's employees and shall cause its Subconsultants to be responsible for the safety of its employees. CONSULTANT is not responsible for the safety of any other person working on this Project.

### 7.2 DISADVANTAGED BUSINESS ENTERPRISES

A. In connection with the performance of this contract, CONSULTANT will cooperate with TRANSIT in meeting its aspirational goal with regard to the maximum utilization of disadvantaged businesses and will use good faith efforts to ensure that disadvantaged businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract. The agency's overall goal for DBE participation is 2.93% for 2019.

B. Further, TRANSIT and CONSULTANT agree to ensure that disadvantaged businesses as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, TRANSIT and CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that disadvantaged businesses have the maximum opportunity to compete for and perform contracts. TRANSIT and CONSULTANT shall not discriminate on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity. CONSULTANT shall complete Contractor Good Faith Effort DBE Certification on the signing of this agreement **and again at its completion.**

C. The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The successful proposer/offeror will be required to complete a DBE participation report at the beginning of construction, completion of construction, and at times there is a change in DBE subcontractors.



D. **PROMPT PAYMENT:** The contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Kitsap Transit. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract, the suspension of retainage of this contract or such other remedy as Kitsap Transit deems appropriate.

E. The contractor must report when a DBE subcontractor previously reported to Kitsap Transit to be performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform the work.

F. Kitsap Transit reserves the right to monitor reported DBE participation or the contractors required performance with respect to DBE's as Kitsap Transit deems appropriate.

## **ARTICLE 8 CONSULTANT PROVISIONS**

### **CONSULTANT RESPONSIBILITY FOR QUALITY**

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services which shall mean such services not meeting the standard of care as defined in Section 1.2 of this Agreement.

B. Neither TRANSIT's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

### **8.2 COMPLIANCE WITH LAWS**

A. CONSULTANT, 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 facilities, programs, accreditation, and licensing of individuals. The CONSULTANT shall comply with any other standards or criteria as described in this Agreement to assure quality of services.

CONSULTANT specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

C. This Agreement shall be governed by the pertinent requirements included in Federal Transit Administration Circular 4220.1F as amended and the attached CERTIFICATIONS

### **8.3 DEBARRED PROPOSERS**

Neither CONSULTANT, nor any officer or controlling interest holder of CONSULTANT, is currently, or has been previously, on any debarred Proposers list maintained by the United States Government.

### **8.4 HOLD HARMLESS AND INDEMNIFICATION**

CONSULTANT shall defend, protect, indemnify and hold harmless TRANSIT and its agents, employees and/or officers from and against any and all claims, suits, actions, damages, and liability whatsoever, which TRANSIT may incur by reason of any negligent act, action, neglect, omission or default on the part of CONSULTANT provided, however, that if such liability is caused by or results from the concurrent negligence of TRANSIT, its agents, employees, and/or officers, and CONSULTANT or its agents and employees, this provision shall be valid and enforceable only to the extent of CONSULTANT's negligence.

If a lawsuit subject to this hold harmless provision ensues, the CONSULTANT shall appear and defend that lawsuit at its own cost and expense to the extent of its negligence.

### **8.5 PAROL AGREEMENT**

All prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof which are inconsistent with this Agreement are hereby superseded. No amendment hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized representative of the Party sought to be bound thereby. No provision of this Agreement is intended or shall be construed to be for the benefit of any third party.

### **8.6 PROHIBITED INTEREST**

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

### **8.7 SEVERABILITY**

Should an part, term, or provision of this Agreement be decided by the Courts to be illegal or in conflict with any applicable statute or regulation, the validity of the remaining portions or provision shall not be affected thereby.

### **8.8 SUCCESSORS**

TRANSIT and CONSULTANT respectively bind themselves, their partners, successors, assigns and legal representatives to the other party in respect to covenants, agreement sand obligations contained in the Agreement. Neither party to the Agreement shall assign the Agreement as a whole without

written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

**8.9 SURETIES**

If at any time during the continuance of the Agreement, the sureties, or any of them, shall in the opinion of TRANSIT become untrustworthy, TRANSIT shall have the right to require additional and sufficient sureties, which the CONSULTANT shall furnish to the satisfaction of TRANSIT within ten (10) days after notice.

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. Further, any modification of this Agreement shall be in writing and signed by both parties. 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 exoneration 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 herein above written.

**KITSAP TRANSIT**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

John W. Clauson

Its: Executive Director

Its: \_\_\_\_\_

Address: 60 Washington Ave., Ste. 200  
Bremerton, WA 98337

Address:

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

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

**End Sample**

**KITSAP TRANSIT**

**REQUEST FOR PROPOSALS KT #22-772**

**FOR**

**Marketing Campaigns 2022**

**ATTACHEMENT D - PROPOSER’S AFFIDAVIT**

## **ATTACHEMENT D**

### **PROPOSER’S AFFIDAVIT**

#### **PROPOSER’S AFFIDAVIT PROJECT KT #22-772**

##### **NON-COLLUSION**

The Proposer affirms that, in connection with this Proposal, 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 Proposal, or made in the interest or on behalf of any person not therein named; and further says that the said Proposer has not directly, or indirectly, induced or solicited any Proposer on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Proposing; and that said Proposer has not in any manner sought by collusion to secure to himself/herself an advantage over any other Proposers.

##### **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 Proposer 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 Proposer, 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 Proposer 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 Proposer affirms that in connection with this Proposal:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Proposer, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

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 Proposer 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 Proposer 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 Proposal. 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 Proposer shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment” 2 C.F.R part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)”, 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Proposer shall verify that its principles, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participating in any federally assisted Award;
- f) Disqualified from participating in any federally assisted Award.

By signing and submitting its proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Kitsap Transit. If it is later determined by Kitsap Transit that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to Kitsap Transit, the Federal Government may

pursue available remedies afforded by 31 U.S.C. § 3802, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from the offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**If Proposer is unable to certify to any of the statements in this certification, the Proposer 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 PROPOSER 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 \_\_\_\_\_

**\*\*THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL\*\***

# Exhibit A

## **Previous BI Ride Campaign Materials and Studies**



## 2019 BI RIDE / City of Bainbridge Island Interest in Marketing Service

(Full report available on request)



### MEMORANDUM

DATE: January 31, 2019  
TO: John Clauson, Executive Director  
FROM: Sanjay Bhatt, Public Information Officer  
SUBJECT: BI Ride / City of Bainbridge Island Interest in Marketing Service

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The City of Bainbridge Island has voted to increase annual car tab fees from \$20 to \$30 and directed that up to \$100,000 from the additional revenue will be used to fund a marketing campaign for BI Ride on the island. This executive brief reviews BI Ride and its ridership and potential growth opportunities in any future marketing effort.

#### HISTORY

Kitsap Transit (KT) launched Bainbridge Island Dial-A-Ride (DAR) in 2008. The service provided transportation to anywhere on Bainbridge Island, Monday through Friday, between 10:00 AM and 3:00 PM, and connected to fixed-route bus service. The service required customer registration and bookings a day in advance. This service offering continued through mid-2014. Ridership peaked at 1,332 in 2008 and gradually declined to just above 500 in 2013.

KT introduced changes to the service in June 2014, and BI Ride continues operating under the new model to this day. Unlike the original version, the service offers additional service on Saturday, does not require pre-registration, allows same-day scheduling and meets mid-day ferries at Bainbridge Island ferry terminal. The fare is \$2 each way (ORCA accepted). Unique among Kitsap Transit's services, BI Ride combines timepoints at three scheduled stops – BI ferry terminal, Bloedel Reserve and Lynwood Center – with flexible routing based on customer demand.

Customers can use the service in two ways: They can call KT to schedule a pick-up/return (1-844-4BI-RIDE). They also can walk up to a BI Ride bus at one of the three scheduled stops and tell the driver where they need to go and schedule their return. The value proposition of BI Ride is "let us transport you to work, shopping, and parks on the island. Connect with the ferry to Seattle or bus service to Suquamish, Poulsbo, and beyond."

#### RIDERSHIP TRENDS

Ridership has soared since KT introduced the revised service in mid-2014: BI Ride carried 9,522 riders in the second half of 2014, compared to just over 500 in all of 2013. The City of Bainbridge Island supported the new service with a marketing campaign. Figure 1 shows the ridership trend.

## 2021 Survey of Bainbridge Islanders

(Full report available on request)

### 2021 Survey of Bainbridge Islanders

#### Background

From June 17-August 2, 2021, Kitsap Transit fielded a survey of Bainbridge Island to understand the current state of travel patterns, transportation needs and awareness of Kitsap Transit services. We used multiple channels to publicize the survey: Two island-wide mailers (City of Bainbridge Island newsletter, Kitsap Transit postcard), Farmers Market outreach, COBI and KT websites, social media (Facebook, Twitter, Instagram, Nextdoor), KT e-mail lists, kickoff event for Ride Pingo app and community partners. The survey received 499 responses.

#### Transportation Demand

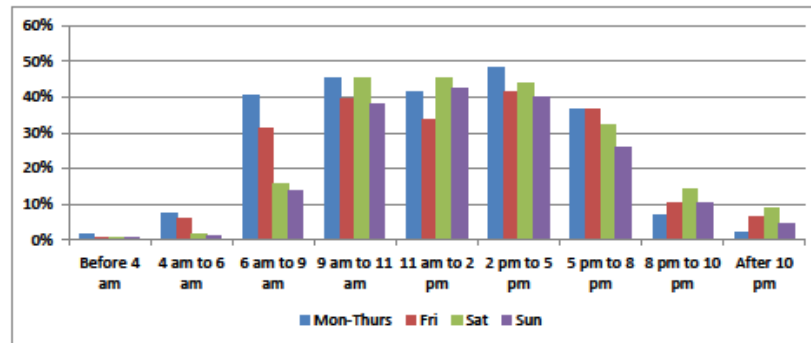
Eighty-eight percent of respondents say they have a motor vehicle normally available for them to use, compared to 6 percent who say they do not and 6 percent who say they do sometimes.

*When do you typically make trips to get somewhere on Bainbridge Island?*

The survey asked respondents to report when they make trips to get somewhere on Bainbridge Island by selecting from blocks of time listed. For brevity, we'll refer to the busy blocks as follows: Peak Commute AM (6 am-9am), Early/Mid (9am-11am), Mid (11am-2pm), Peak Commute PM (2pm-5pm), Early Evening (5pm-8pm), Late Evening (8pm-10pm).

**Weekdays:** The most frequently selected is Early/Mid in the AM and Peak Commute PM in the PM. From Monday to Thursday, the Early Evening block is nearly as popular as Peak Commute AM block; on Fridays, Early Evening is more popular than Peak Commute AM.

**Weekends:** Early/Mid, Mid, and Mid/Late dominate, followed by Early Evening.



#### Destinations

The survey asked respondents to report where they make daily/weekly trips by selecting from a list of popular areas on the island. Respondents could select as many destinations as they wanted.

# BI Ride Holiday - Review

(Full report/presentation available on request)



## End Exhibit A

# Exhibit B

## KT Fast Ferry Surveys and Launch Preview

## [M/V Finest – Launch Preview Documentary](#)



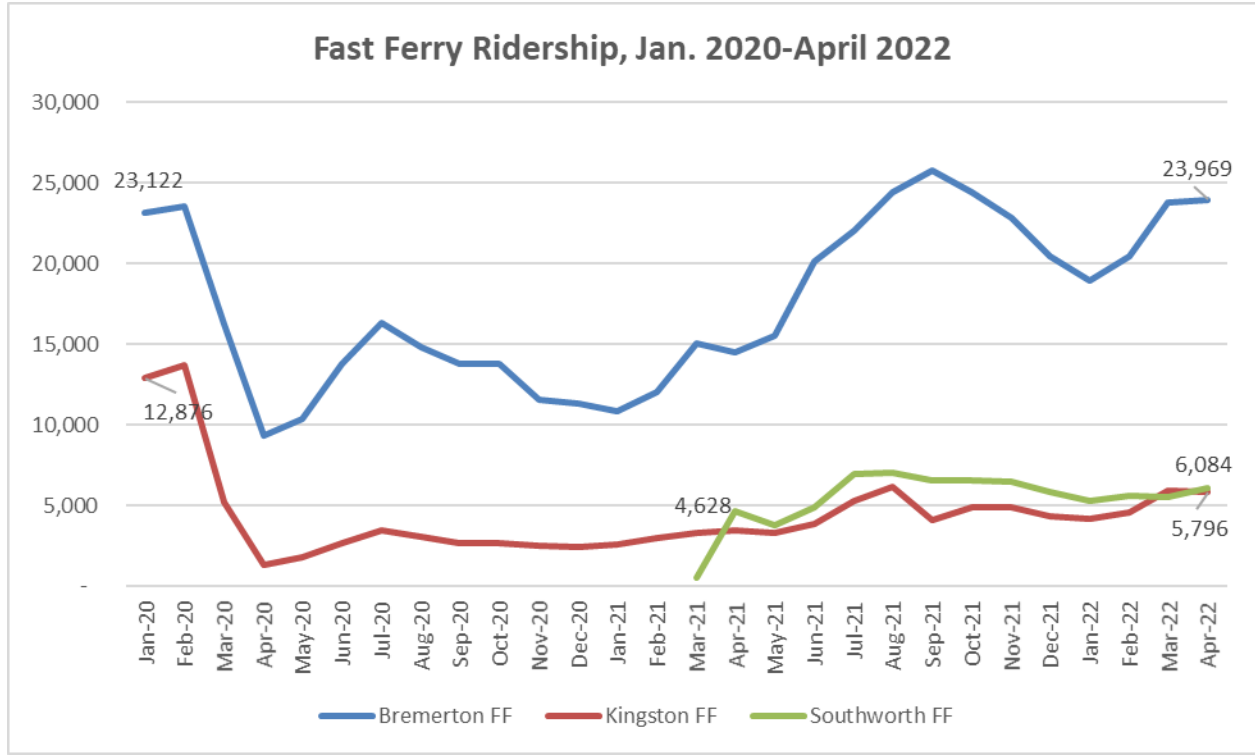
[https://www.youtube.com/watch?v=rhXkFIVQ\\_as](https://www.youtube.com/watch?v=rhXkFIVQ_as)

## Fast Ferry Campaign Report



(Full report available upon request)

# Fast Ferry Ridership 1/20 – 4/22



**End Exhibit B**

# Exhibit C

## Kitsap Transit Past Recruitment Advertisements and Past Market Research

## DRIVE Campaign (2017-2018)



In Dec. 2017, KT launched “DRIVE,” a \$14,000 video-centric campaign over six weeks featuring 6 diverse drivers in 15-second spots, with KT marketing handling story concepts, video production and transit advertising and an agency handling digital ad placement (Google, Facebook).

The highly successful creative drove 788,166 paid impressions, 5,441 click-throughs to the Employment page, 472 clicks on the Apply Now button, 102 complete applications and 42 job offers. The implications from the campaign were to invest in more video ads and target messaging to key demographics – students seeking part-time work, second careers (particularly veterans), CDL holders wanting jobs close to home and workers seeking financial security and stability.

The DRIVE videos have been reused periodically, such as in preview advertising at local movie theaters and in ad blitz for the April 2022 Job Fair. The transit ads were installed on the exterior of more than 40 of our buses and ran from 2018 through 2020.

YouTube playlist: [CLICK HERE](#)

<https://www.youtube.com/playlist?list=PLOBcMJkRBvDC5Sq24rqili6o9HrpT2bQu>

## Work Where You Live Campaign (2019-2020)



In 2019, KT launched “Work Where You Live,” a new video-centric campaign produced in-house that spoke to the desire of many Kitsap

residents to avoid having to spend 2 to 4 hours a day commuting to jobs in Seattle. This campaign adopted a Netflix-like approach with four “episodes” in which real KT drivers talk about what led them to KT and the benefits of working at KT. The four episodes, each about 90 seconds, were spotlighted in a Vimeo Showcase and could be played in a single loop: <http://vimeo.com/showcase/workwhereyoulive>.

Like the DRIVE campaign, KT produced large-format transit ads starring the drivers from the videos and used its bus fleet to advertise it is hiring drivers. Due to constraints of time, KT did not use paid media to extend the reach of these videos.

YouTube playlist: [CLICK HERE](#)

<https://www.youtube.com/watch?v=th7TxboWXAc>



## Great Pay, Great Benefits (2021-2022)



During the pandemic, KT has pivoted to focusing on the wages, tangible benefits and paid training it offers its bus drivers. In the lead up to job fairs in October 2021 and April 2022, KT partnered with a newspaper to run paid digital and print

campaigns starring its bus drivers. KT also placed its own Google search and Facebook ads.

For the April 2022 job fair, KT invested about \$10,000 to place house-produced creative across multiple channels – streaming video and audio (150,000+ impressions), traffic/weather broadcasts (69 spots on eight Seattle/Tacoma radio stations), [social media](#), targeted digital display (249,600+ impressions) and print ads on Easter Sunday and the opening day of the job fair – as well as posters on buses and ferries, e-mails to KT subscribers, and outreach to local news media and influencers. While this nine-day blitz generated a high level of awareness across the Kitsap Peninsula, the job fair attracted only 11 attendees and resulted in only one hire.

In May, KT has begun to take this messaging to audiences with transit advertising on its buses and banners mounted at key locations. KT is also looking for partnerships with organizations that hold job fairs and provide career counseling.

# 2019 Market Research & Planning for 2019 Operator Recruitment Campaign

(Full report available on request)

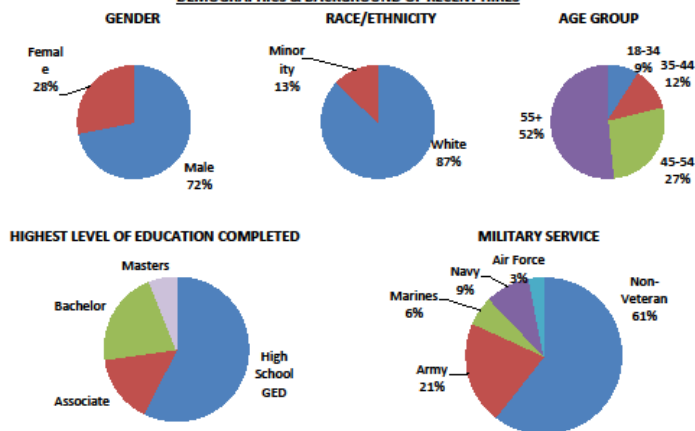


## MEMORANDUM

DATE: June 13, 2019  
 TO: John Clauson, Executive Director  
 Jeff Cartwright, Human Resources Director  
 Ellen Gustafson, Operations Director  
 FROM: Sanjay Bhatt, Public Information Officer  
 SUBJECT: Market Research & Planning for 2019 Operator Recruitment Campaign

Marketing fielded an anonymous survey in May of operators hired since Jan. 1, 2016 amid a strong economy and challenging conditions for hiring transit operators. The objective was to identify the characteristics, attitudes and beliefs of these operators as a whole and any meaningful differences among them by demographics, background, or length of employment. Because of the small sample size (39 respondents), the survey's results are descriptive, not predictive.

### DEMOGRAPHICS & BACKGROUND OF RECENT HIRES



# 2022 Job Fair Campaign and Results

(Full Presentation/Report available on request)

## JOB FAIR CAMPAIGN

Kitsap Transit Marketing Project

April 15-23, 2022



## End Exhibit C