



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

REQUEST FOR PROPOSALS

CAD/AVL System Replacement

RFP KT 22-90

October 19, 2022

Proposals are due December 14, 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 bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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

Section 1: Announcement

Request for Proposals

KT # 22-790 CAD/AVL System Replacement

Scope of Work: Kitsap Transit (KT) is soliciting proposals from qualified vendors to provide, implement, and support replacing its current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automatic Passenger Counting (APC), Automated Voice Announcements (AVA), and Real-Time Passenger Information (RTPI) Systems. Kitsap Transit is looking for a new solution for its fleet as specified in this Scope of Work. This project is intended to improve Kitsap Transit operations and provide customers with real-time information on KT service.

Bidding Documents: Plans, specifications, and addenda for this project are available by contacting Patrick Rogers at patrickr@kitsaptransit.com.

Pre-Proposal Meeting: A non-mandatory Pre-Proposal meeting will be scheduled for the week of November 3, 2022, via Zoom @ 11:30 AM. While this meeting is not mandatory, all interested parties are encouraged to attend. This meeting will provide interested parties with information on proposal requirements, project goals, and other information to help Proposers develop their potential proposal.

Questions and Request for Clarifications: All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing and received by **5:00 PM November 9, 2022** at: Kitsap Transit, Attn: Patrick Rogers, 60 Washington Ave., Ste. 200, Bremerton, WA 98337; or e-mail: patrickr@kitsaptransit.com. Kitsap Transit has built in a potential second round of questions and answers that ends November 18, 2022, this second round will only occur if Kitsap Transit deems it necessary.

Proposal Due Date: Proposals shall be emailed to: patrickr@kitsaptransit.com. All Proposals must be received before **2:00 PM December 14, 2022**. Late Proposals will not be considered. Proposers will receive a confirmation of receipt when Proposal is received.

EQUAL OPPORTUNITY: It is Kitsap Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts.

END OF SECTION 1

Section 2: Instructions to Proposers

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

ARO: After Receipt of Order/Purchase Order

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

Bidder/Proposer: means a person, firm or corporation that has made an offer

Bid Documents: means the solicitation (IFB) 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 Bidder 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 Bidder 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 KT 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.

2.1 Proposal Due Date

Emailed Proposals must be received NO LATER THAN **2:00 P.M. local time**, on **December 14, 2022**. Responses shall be emailed to patrickr@kitsaptransit.com. The Subject line of the email must read: **RFP KT #22-790 CAD/AVL System Replacement**. Late proposals will not be considered.

2.2 Requests for Information (RFI), Communications and Addenda

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

interpretation of the solicitation documents. This process will be the only opportunity for Proposers to ask questions. Kitsap Transit staff will not answer questions regarding this RFP verbally. All questions must be submitted in writing, via USPS or 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 **November 9, 2023** to be considered in an Addendum. Written inquiries shall be directed to KT via USPS or email:

Kitsap Transit
Attn: Patrick Rogers
60 Washington Ave., Ste. 200
Bremerton, WA 98337-1888
patrickr@kitsaptransit.com

2.3 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 Patrick Rogers of their intent to submit a proposal and register with Kitsap Transit's Plan Holders List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on KT's website at: <http://www.kitsaptransit.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.

2.4 Reserved

2.5 Payment

Kitsap Transit 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. The payment milestone schedule will form part of the Contract. Payments will be made against the total fixed fee upon each portion of work associated with a payment milestone being successfully completed and accepted by Kitsap Transit and receipt of an invoice from the Contractor. All payments to Contractor shall be remitted by US mail.

Invoices shall be mailed to:

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

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by KT of any claims, rights, or remedies it may have against the Contractor under this

Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by KT of any failure or fault of the Contractor to satisfactorily perform the services as required under this Contract.

2.6 Disadvantaged Business Enterprise Goal

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a “level playing field” for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Kitsap Transit’s DBE goal for federal fiscal year 2023 is 2.93%, the full text of which may be found at <http://www.kitsaptransit.com/agency-information/procurement>.

2.7 Title VI

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

See <http://www.kitsaptransit.com/uploads/pdf/projects/executedtitleviijune2011.pdf> for the full text of the above Civil Rights statements.

2.8 Anticipated Calendar of Events

The activities and dates listed in Section 3 below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

2.9 General Information for Proposers

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.

2.10 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.

2.11 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.

2.12 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.

2.13 Award

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

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

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

2.14 Kitsap Transit Protest and Appeals Policy

A. Purpose

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

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:

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

Protest Form and Content

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

Protest Procedure

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

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and the procurements originating 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 and general counsel 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.

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.

END OF SECTION 2

Section 3: Proposal Contents and Evaluation

3 RFP Introduction

3.1 Kitsap Transit Overview

Kitsap Transit (KT) is seeking to engage a qualified Contractor to provide, implement, and support replacing and improving its current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automatic Passenger Counting (APC), Automated Voice Announcements (AVA), and Real-Time Passenger Information (RTPI) Systems. Kitsap Transit is looking for a new solution for their fleet as specified in this Scope of Work. This project is intended to improve Kitsap Transit operations and provide customers with real-time information on KT service.

Kitsap Transit's mission is to "provide safe, reliable and efficient transportation choices that enhance the quality of life in Kitsap County." This mission is supported by Kitsap Transit's vision to "lead the delivery of a quality, coordinated and sustainable transportation network to serve the changing needs of Kitsap County."

Kitsap County comprises over 30 cities and towns, including Bremerton, Bainbridge Island, and Kingston. It is one of the most populated counties in Washington State. KT's service area encompasses 560 square miles and serves approximately 268,000 people. Public transit services offered by KT are as follows:

- **Fixed-route:** This service has buses that travel on a set schedule and route at regular intervals, with some additional commute-time service. This provides direct connections within the county and other fixed-route transit services, including local ferries and Washington State Ferry services.
- **ACCESS:** This is a "dial-a-ride" paratransit service for seniors and people with disabilities who are unable to use regular routed buses. This paratransit service operates within Kitsap County in compliance with the Americans with Disabilities Act. Taxi services are also used to provide service for ACCESS passengers (reported separately).
- **Worker/Driver:** The Worker/Driver program is a bus-sized vanpool service to Puget Sound Naval Shipyard (PSNS)/Naval Base Kitsap. Worker/Driver buses are driven by full-time employees ("worker") of the Department of Defense facilities who are also part-time employees of Kitsap Transit ("drivers"). The Worker/Driver ridership comprises civilians, PSNS employees, and military personnel. Civilian riders must board and de-board at gates before the buses enter the bases.
- **BI Ride:** This is a shared on-demand service on Bainbridge Island. Typically, this service utilizes a portion of the ACCESS paratransit fleet. Due to a current shortage of ACCESS operators, fixed-route buses are being used for some BI Ride service. BI Ride operates on weekdays (8:45 am-3:30 pm) and Saturdays (9 am-6 pm). Riders can request a ride using the Ride Pingo App and book round trips. Recurring trips can also be scheduled up to seven (7) days in advance. BI Ride is open to all riders.
- **Purdy Shuttle:** This is a shared-ride service that operates within an indicated service area by rider request only. There are no scheduled arrival or departure times from any specific locations. Riders must begin and/or end inside the service area and call customer service to schedule a ride. Rides can be scheduled up to seven (7) days in

advance. This shuttle service operates weekdays between 6:00-9:00 am and 3:00-6:00 pm only.

- **Dial-A-Ride:** This is a shared-ride service that operates within an indicated service area by rider request only. There are no scheduled arrival or departure times from any specific locations. Riders must begin and/or end inside the service area and call customer service to schedule a ride. Rides can be scheduled up to seven (7) days in advance. This service operates weekdays between 6:00-9:00am and 3:00-6:00 pm only. The fare to ride is \$2, payable by cash or an ORCA card.
- **Commuter Services:** KT has multiple commuter services which allow riders to book services in advance. Commuter services offered by KT:
 - *Kingston Fast Ferry Commuter:* Shared shuttle to and from Kingston Ferry Terminal operating in designated service area, Monday-Friday 4:30am – 8pm
 - *Southworth Fast Ferry Commuter:* Shared shuttle to and from Southworth Ferry Terminal operated in designated service area, Monday-Friday 4:20am – 8pm
- **Kingston & South Kitsap (SK) Ride:** This is a shared-ride service that operates within an indicated service area by rider request only. Like BI Ride, this service utilizes a portion of the ACCESS fleet. There are no scheduled arrival or departure times from any specific locations. Riders must begin and/or end inside the service area. Riders can request a ride by using the TapRide app or calling customer service during services hours (varies by location) to schedule a ride. Usually, the trip is completed within an hour of the ride request. Rides can be scheduled up to seven (7) days in advance. The TapRide application will be replaced along with the DoubleMap CAD/AVL.
- **Ferry:** Kitsap operates local foot-ferry and cross-sound fast ferry service. These services operate at pre-scheduled times and on defined routes. The local foot ferries operate between Bremerton and Port Orchard and Bremerton and Annapolis. The cross-sound fast ferries operate between Bremerton and Seattle, Kingston and Seattle, and Southworth and Seattle.
- **Ferry-Take-Home:** Ferry-Take-Home (FTH) buses connect with KT Ferries and Washington State Ferries (WSF) and do not make pickups after departing the ferry terminal. FTH also connects with Annapolis Foot Ferries in Port Orchard. Ferry-Take-Home buses depart after the ferry arrives and passengers have boarded the bus. With a few exceptions, buses will drop passengers only along the route(s) indicated at the bus stop nearest their home. Buses may deviate from the normal route to speed delivery of a passenger to a marked stop.

3.2 Ridership

Kitsap Transit's ridership for 2018, 2019 and 2020 can be seen below in Table 1. Table 1 contains ridership per year and by the modes offered. The 2020 ridership numbers were largely impacted due to the Covid-19 pandemic.

Table 1: Kitsap Transit Ridership

Mode	2018	2019	2020
Demand Response	295,412	308,353	135,989

Ferryboat	854,729	1,038,796	515,659
Bus	2,510,211	2,349,407	1,220,764
Vanpool	168,402	153,657	77,466
Total	3,828,754	3,850,213	1,949,878

3.3 Existing infrastructure

Kitsap Transit uses several systems in regular operations. Some of these systems will interface with the replacement CAD/AVL system. The systems are as follows:

- **ORCA Fare collection system:** This is the electronic fare payment system accepted on Kitsap Transit that allows riders to pay for transit on the bus or ferry. KT vehicles are equipped with ORCA validators for accepting fare payments electronically using an ORCA tap card. A smartphone option for ORCA is planned. The ORCA system is developed by INIT.
- **DoubleMap:** This is KT's current CAD/AVL system. It is a real-time GPS bus tracking system that allows dispatch and riders to track the Kitsap Transit bus and ferry arrivals in real-time. This system also supports the TapRide app for Kingston and SK Ride on-demand services. Public-facing information from DoubleMap is accessible through a web page provided by the Double Map browser and through the Transit Tracker Mobile App. Current AVA and digital signage is also provided by DoubleMap. All DoubleMap applications will be sunsetting.
- **Pingo:** The Ride Pingo app is used by BI Ride users to request rides. Riders also have the option to schedule trips up to seven days in advance. The app shows the real-time location of the bus and the approximate estimated arrival time to the pick-up location. Fare payments can be completed through the app or paid on bus with cash or ORCA.
- **Smartsheet:** This is a communication and collaboration cloud-based software used by KT operations, maintenance, and marketing. It is used to document vehicle availability and status, route status (during extreme weather), and bus stop/shelter location and status. Parts of the bus stop database in Smartsheet are automatically updated from GTFS text files.
- **GovDelivery:** This is KT's public-facing rider alerts system. When a service is disrupted, alerts are manually created and sent by marketing staff through this system to subscribers and posted to the Rider Alerts page of the KT website.
- **Destination Signs:** The fixed route fleet is equipped with Luminator/TwinVision and Hanover destination signs. These signs have amber dot matrix display to show route information. A subset of ACCESS/on-demand vehicles are equipped with Hanover destination signs.
- **TransTrack:** This is a web-based transit business analytics and data management system. Kitsap Transit uses this to track and plan preventative maintenance schedules based on vehicle service time and miles.
- **Fleet Watch:** This is a fleet information technology that tracks vehicle mileage and monitors vehicle fluids.
- **AngleTrax Video Surveillance:** This is an interior and exterior CCTV system used by Kitsap Transit.

- **MAIOR scheduling system:** Used for service scheduling, blocking, and run-cutting. KT also uses MAIOR's Vehicle-Driver Assignment Program (VDAP) to manage daily operator and vehicle assignments.
- **CradlePoint:** Each coach has a Cradlepoint mobile access cellular router onboard that is configured via private Verizon APN to route back to Kitsap Transit's internal network. Every onboard device connects to the Cradlepoint via Ethernet or WiFi and is assigned an IP address via DHCP.
- **Cellular Network:** Kitsap Transit uses Verizon wireless network. Kitsap Transit has priority routing over the radio waves of Verizon. While Verizon has the most coverage in Kitsap County compared to other providers, there are still areas that get poor or no cellular coverage.
- **Radio:** Kitsap Transit's has a Harris Tait radio system. It is approximately four years old, and there are two towers. Radios have good coverage with some dead spots on Bainbridge Island.
- **HopThru:** KT uses Hopthru Analyze to provide reports on ridership, missing trips, route and block level data. These reports are created from the raw data counts pulled from DoubleMap and GTFS.
- **Mobile Data Terminal (MDT):** ACCESS coaches use Clever Devices MDTs to receive passenger manifests from dispatch and display them to the operator. These MDTs are expected to be replaced with tablets by November 2023.
- **Automatic Passenger Counters (APC):** KT has Hella and IRMA 3D APCs which will be replaced through this project.

3.4 Fleet Inventory

The following Table 2 outlines the different types of vehicles in the fleet per service type. There are eighty-four (84) routed vehicles, forty-two (42) Worker Driver vehicles, and sixty-five (65) ACCESS vehicles. Twenty-two (22) ACCESS vehicles are also equipped to support KT's on-demand services (e.g., BI Ride, Kingston Ride, SK Ride). Kitsap Transit is considering equipping all ACCESS vehicles with technology to support ACCESS and on-demand services.

Table 2: Kitsap Transit Fleet Numbers and Type

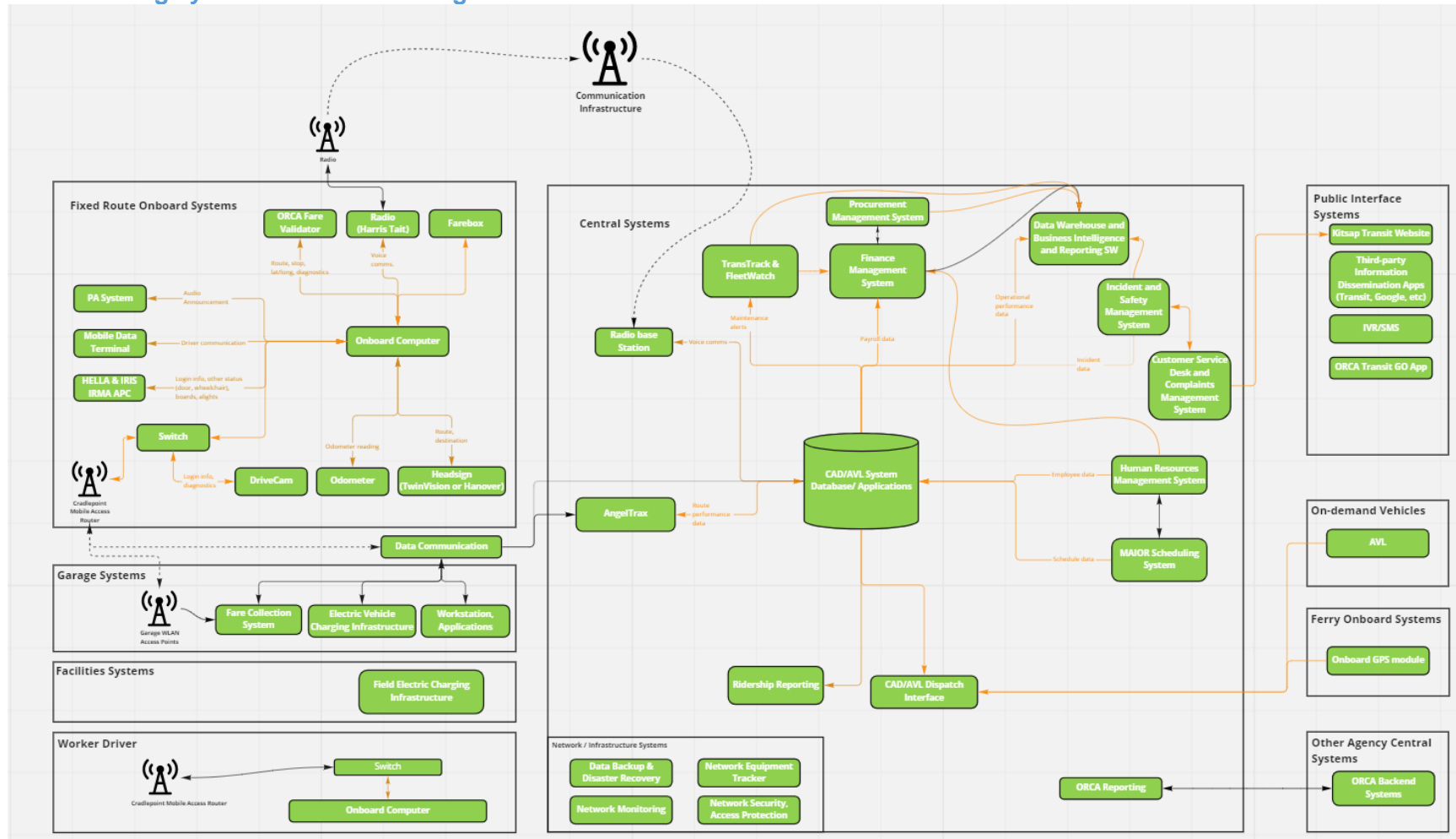
Type	Amount	Year	Make, Model, and Length
Routed Vehicles	12	2003	GILLIG, PHANTOM – 40 Foot
	14	2003 (2), 2004 (7), 2005 (5)	GILLIG, Low Floor – 35 Foot
	10	2004 (5), 2005 (5)	GILLIG, Low Floor – 40 Foot
	14	2016 (8), 2017 (2), 2018 (4)	GILLIG, Low Floor – 29 Foot
	16	2019	GILLIG, Low Floor – 35 Foot
	5	2020	GILLIG, Low Floor – 40 Foot

	1	2020	GILLIG, Low Floor – 40 Foot Electric
	6	2022	GILLIG, Low Floor – 40 Foot Electric
	5	2022	GILLIG, Low Floor – 35 Foot
	1	2018	PROTERRA, Catalyst – 40 Foot Electric
Total Routed Vehicles	84		
Worker/Driver	4	1994	MCI-MFR, 102 D3 – 40 Foot
	9	1995	MCI-MFR, 102 D3 – 40 Foot
	6	1996	MCI-MFR, 102 D3 – 40 Foot
	6	1997	MCI-MFR, 102 D3 – 40 Foot
	2	1998	MCI-MFR, 102 D3 – 40 Foot
	3	1999	MCI-MFR, 102 D3 – 40 Foot
	2	2001	MCI-MFR, 102 D3 – 40 Foot
	2	2002	MCI-MFR, 102 D4000 – 40 Foot
	3	2001	MCI-MFR, 102 D4000 – 40 Foot
	5	2003	GILLIG, PHANTOM - 40
Total Worker/Driver Vehicles	42		
ACCESS	2*	2017	STARTRANS, Senator – 26 Foot
	11	2013	GOSHEN, Express (G-4500) – 22 Foot
	5	2015	STARTRANS, Senator – 22 Foot
	8	2016	STARTRANS, Senator – 22 Foot
	4*	2017	STARTRANS, Senator – 22 Foot
	6		
	5	2017	STARTRANS, Candidate II – 20 Foot
	4*	2019	STARTRANS, Senator – 22 Foot
	8		
	6*	2020	STARTRANS, Senator – 22 Foot

	6*	2020	STARTRANS, Senator – 25 Foot
Total ACCESS Vehicles	65		

*ACCESS vehicles used for ACCESS and on-demand services. KT uses some ACCESS vehicles for its on-demand service based on availability. These vehicles are currently equipped with multiple systems to support different service types.

3.5 Existing system architecture diagram



4 Scope Overview

Kitsap Transit intends to replace and expand its current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automatic Passenger Counting (APC), Automated Voice Announcements (AVA) and Real Time Passenger Information (RTPI) Systems with an integrated technology system.

KT would like to upgrade the system to improve operational efficiencies, enhance data collection and reporting, and provide customers with reliable real-time information about KT's services. The transit industry has seen significant change and evolution in the last five years with new technology and integrations. The COVID-19 public health emergency has further enhanced the need to make operations flexible to operate different service types and patterns, while continuing to communicate service changes effectively with customers.

The Contractor shall provide KT with a modular system that manages KT's multiple transit modes effectively and can scale to accommodate service changes and KT's future transit management needs.

KT is seeking an integrated system solution, as specified in this Scope of Work, to reflect its service orientation and meet the following objectives:

- Improve dispatch operations
- Make operations agile
- Improve reporting
- Improve customer communications
- Provide detailed route information for planning purposes

Being cognizant of implementation phases and priorities for KT and its customers, features have been grouped into two categories: core and optional. Ideally, the system shall be able to deliver all the functionality and features. This includes supporting core functionality from the outset. Optional functionality may be provided on a defined longer-term roadmap. Optional features are desired functionality, and KT may choose to deploy them as needed.

The following list identifies the core functionality required by KT:

1. CAD/AVL system for routed buses
2. Onboard AVA system for routed buses
3. APC system, including onboard equipment and backend software (not required on Ferry)
4. Ridership reporting
5. Interfaces for ridership data, fare collection system, onboard surveillance system and onboard router
6. Interface for on-demand vehicle location tracking
7. Interface for ferry location tracking
8. Interface for providing GTFS-RT for fixed route, ferry and on-demand vehicles
9. Business intelligence and reporting
10. NTD Certification and APC Benchmarking

The following list identifies the optional functionality desired by KT:

1. Voice over IP (VoIP) based voice communications
2. Hosting and support

Details regarding the requirements for each of the core and optional functionality are presented in Attachment A.

Contractors are not required to provide all optional functionality, but optional functionalities are strongly desired for implementation in the future. The Contractors work shall be done per KT approved implementation.

5 Procurement Schedule

The activities and dates listed below represent the anticipated procurement schedule. Kitsap

Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates proceeded by an asterisk (*) are estimated.

Table 3: Procurement Schedule

Activity	Date and time
Request for Proposals Released	October 19, 2022
Pre-Proposal meeting	Week of November 3, 2022 via Zoom @ 11:30 AM
Request for Clarifications Due Round 1	November 9, 2022 by 5:00 PM
Request for Clarifications Due Round 2 (if necessary)	November 18, 2022 by 5:00 PM
Proposal Due Date	December 14, 2022 via email @ 2:00 PM
Initial Evaluation Complete*	December 30, 2022
Proposer Interviews and System Demonstrations*	Week of January 9, 2023
Best and Final Offer Submittals and Contract Negotiations*	January 20, 2023
KT Board Approval	February 7, 2023
Notice to Proceed*	Week of February 27, 2023

6 Instructions to proposers

Kitsap Transit would like to encourage proposers to describe and illustrate how their solution can be configured and implemented to meet Kitsap Transit's goals. Proposers must provide the information listed below. Any material deviation from these requirements may cause rejection of the proposal, as determined at Kitsap Transit's sole discretion. The content should include:

6.1 Cover letter

- A transmittal letter signed by an official authorized to solicit business and enter into Contracts for the firm and containing the name and telephone number of a contact person if different from the signatory.
- Indicate whether there are any conflicts of interest, actual or apparent, that would limit the proposer's ability to provide the requested services and describe the plan for mitigating such conflicts.
- Briefly describe how the Proposer meets or exceeds the minimum requirements.

6.2 Table of Contents

- A table of contents that identifies paragraph numbers, paragraph titles, and applicable pages where the information can be located

6.3 Executive Summary of Offeror's Capabilities and Skills

- The Executive Summary shall be signed by an authorized officer of the Proposer's firm and shall summarize the contents of the proposal defined by the Sections below in non-technical terms.

6.4 Overview and Summary

Proposers shall clearly convey their understanding of the nature of the work and the general approach to be taken. It should include, but not be limited to, the following:

- A discussion of the project's purpose.
- A summary of the proposed approach.
- Information on all Subcontractors and third-party service providers that will be used to provide any part of the services.
- Assumptions made in selecting the approach.

Proposers are encouraged to clearly present in this section, in a concise form, their proposed system and its overall architecture, as well as the phased implementation approach and describe how their system will support the use cases. Further details regarding this should be described in subsequent sections.

6.5 Qualifications and references

Proposers shall provide a representative list of recent and relevant services provided by the firm, years in the industry, the proposed project manager, the proposed project engineer, other proposed project team members, and subcontractors. Project references should illustrate the firm and staff's ability to perform the requirements of this Contract successfully. Proposals shall include, at a minimum, three references for similar projects completed in the last five (5) years:

- Client name and location, including address and phone number (include the location where services were provided if different from the client location). Client project contact points by name, title, address, phone number, and email address.
- Responsibility of the firm and project team members, including proposed subconsultants (e.g., prime, subconsultant, joint venture).

- Brief description of the services provided by the firm and project team members, including a description of the services/products/equipment; total cost of the contract; completion date; and any post-system acceptance services provided.

Kitsap Transit reserves the right to contact references and utilize past performance information at any time during the evaluation process. Kitsap Transit may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for KT.

6.6 Description of Solution and Services

Proposers shall describe the firm's solution and associated services in detail, including how the solution works and any specific nuances that may be of relevance to KT. Proposers should clearly outline how the solution meets the Use Cases (Section 3 Part 7) the firm intends to solve, or additional Use Cases that are supported by the solution but may not have been identified in the Scope of Work. Firms are encouraged to clearly identify in a list or tabular form the Use Cases they intend to meet and address questions accompanying the use cases.

Some of the questions or areas of discussion that firms may respond to are presented below. The questions below are suggestions, and proposers are encouraged to thoughtfully consider and respond to the most appropriate question pertaining to their proposed solution and plan for KT.

6.6.1 General

- Describe the proposed CAD/AVL, passenger information and passenger counting system, and services required to support KT's needs. Submit a completed Compliance Matrix that is consistent with the Description of Solution and Service
- Describe where custom development is needed to meet any given requirement. Provide a proposed timeline/schedule for any custom development. System configuration or setup does not constitute custom development.
- Describe the firm's product/solution development roadmap for the next five (5) years
- Describe any proposed valued added features and/or functions that may go beyond compliance with requirements that will be part of the performance of the project at no additional cost to Kitsap Transit

6.6.2 Central system

- Describe the overall system architecture and provide a system architecture diagram of the proposed system
- Dispatch:
 - Describe the functionality available to dispatch for management of operations
 - Provide screenshots of different dispatch portal user interfaces
 - Describe the system that allows the dispatchers to monitor the status of the vehicles and service. State all the information available to the dispatchers and describe all the fields
 - Describe the functionality available for managing emergency service changes
 - Describe the process of creating detours on your system
 - Describe the process to be used by dispatch creating and distributing ad-hoc service announcements to vehicles
 - Describe how the system would allow dispatchers to communicate with operators on vehicles
 - Describe how the system would enable documenting incidents on the system

- ix. State if the system allows dispatchers to remotely log operators into service. If so, please describe the process. State and describe the impacts of remote login on reporting
- x. Describe how the system will assist dispatchers with headway management
- xi. State if the system can display vehicle location from all KT service modes, including on-demand and ferries. Describe all the information from the on-demand and ferries available to dispatchers
- xii. Describe how the system would allow dispatchers to manage (change, add or remove) assignments during morning pull-out activities
- xiii. State if your system has the functionality to improve operations of electric buses, for example, indicating battery levels to dispatchers
- xiv. State if dispatchers can track non-revenue vehicles like supervisor vehicles on the dispatch portal.
- c. Business Intelligence and Reporting:
 - i. Describe different reports available through the system and include a description of other formats for these reports. Outline the system's ability to support custom report creation
 - ii. State if the system allows users to create custom/ad-hoc reports from the reporting portal. Describe the process for creating custom reports on reporting portal
 - iii. State if the vendor can support creation of custom reports to be included in the list of standard reports for KT. If the vendor can support this functionality, please provide a development timeline and pricing (in the price sheet) for this functionality
 - iv. Describe the system's support for automated export of reports and data to other systems
 - v. State if the system can trigger event-based reports. For example, if a vehicle is not communicating with the system for more than an hour, then a report/message would be sent to users from the maintenance department.
 - vi. Describe the functionality of your ridership reporting tool/portal. Include screenshots of the portal
 - vii. State if the system can provide raw data from APCs
 - viii. Describe the playback functionality to assist operations with the review of vehicle activity
- d. Administration:
 - i. Describe access control and user types that are available to restrict user functionality, access to the system, and reporting to appropriate staff
 - ii. Describe how system administrators can monitor system health
 - iii. Describe how the system administrators can distribute and monitor the release of new schedules to vehicles

6.6.3 Interfaces

- a. Describe the firm's experience and approach to interfacing with vehicle scheduling systems. Highlight any experience interfacing with MAIOR software products
- b. Describe the firm's experience and approach to interfacing with operator assignment systems such as MAIOR's Vehicle and Driver Assignment Program (VDAP). Highlight any experience interfacing with MAIOR's VDAP system
- c. Describe the firm's experience and approach to interfacing with onboard systems. Highlight experience with interfacing with destination signs, onboard surveillance systems, and e-fare systems. Highlight any experience interfacing with the ORCA fare payment system

6.6.4 Onboard System

a. General:

- i. Provide a system architecture diagram for the proposed onboard system. Please provide a separate diagram for different fixed route vehicles, on-demand vehicles, and ferries.
- ii. Describe all the equipment proposed as a part of the onboard system. Please include images of the proposed equipment.
- iii. Provide information on equipment performance like Mean Time Between Failures (MTBF)
- iv. Describe the functionality available to the operators for managing onboard system
- v. Describe onboard communication between operators and dispatch
- vi. State all the parameters or information the operators will have access to through the MDT; please include a description of the information
- vii. Describe how your system would account for dead zones (no-cellular connection) in the service area. How would dead zones impact operations and reporting, and what can the system do to reduce the impact of dead zones?
- viii. Describe the APC system proposed. Include images of the equipment
- ix. State if you have utilized Cradlepoint routers in any of your previous deployments. State any issues and concerns with utilizing existing Cradlepoint routers
- x. Describe how your onboard solution will accommodate the lack of space for equipment on some KT bus types. Exhibit B includes images of equipment storage space on different bus types.
- xi. If an MDT is proposed that will provide all on-board processing and display functions, describe any experience with this approach
- xii. State if your system can support a single sign-on for the operators for multiple systems, including CAD/AVL, Next Generation ORCA, and AngelTrax. Describe how these integrations will be enabled. State if your system has integrated with any of these systems in the past.
- xiii. Describe if your system has the functionality to support integrations with electric buses to obtain information like battery capacity and performance

b. Transfers:

- i. State if the system can support transfer connections. KT would like the functionality for operators to inform the ferry or bus at the transit center of a delay in arrival time so that the next service can adjust within the transfer window. Describe how the system could support this functionality

6.6.5 On-demand System

- a. State if you have integrated with any on-demand service systems to provide vehicle location information to central dispatch for viewing real-time fixed route and on-demand vehicle locations on the same map. If so, describe the kind of integration. Please include screenshots.
- b. State if the system can support an integration with on-demand systems to provide real-time on-demand vehicle (in revenue service) locations to fixed route dispatch. Describe your data requirements from the on-demand system provider

6.6.6 Ferry

- a. State if you have integrated with any ferry service systems to provide vessel location information to central dispatch for viewing real-time fixed route and vessel locations on the same map. If so, describe the kind of integration. Please include screenshots

- b. State if the system can support an integration to provide real-time vessel locations to fixed route dispatch. Describe your data requirements from the ferry service provider
- c. Describe your onboard equipment for ferries. Please include images of the equipment.

6.6.7 Customer Information

- a. State if your system can support releasing GTFS-RT feed for both the fixed route and ferry services
- b. Describe the proposed solution to enable live vehicle location feed on KT Website
- c. Describe how your system would support multi-modal trip planning between fixed route and ferry services

6.6.8 Information Technology and Data

- a. Describe the firm's data ownership policies
- b. State if the firm undergoes regular third-party audits. If so, please provide details on the frequency of audits and the authority conducting them.
- c. Describe the firm's network monitoring system and operation, including procedures for notification of outages and services
- d. Describe the firm's fallback plan (including time frames, response times, and escalation) to switch to another operating, redundant, or standby server, system hardware component, or network in the event of downtime, service interruption, or failure
- e. Describe the firm's disaster planning and business recovery programs (including time frames, response time, and escalation) and the facilities they cover. Be specific about host site backup capabilities, processing capacity, locations of primary and alternate processing sites, the time required to switch from the primary site to alternate sites in the event of a need to do so, how often procedures and sites are tested and with which tests and monitored for readiness. State whether all facilities that would serve KT are covered by these programs or if there are any facilities and which ones those are that would serve KT that are not covered by those disaster planning and business recovery programs
- f. Describe how the firm will transfer all data to KT in case of end of the contract or termination

6.6.9 Garage and Field

- a. Describe the proposed solution for road supervisors. State all the functionality provided to the supervisors

6.6.10 System Implementation

- a. An overview of the proposed project team members and their project roles. This should include any subcontractors
- b. An organizational chart proposed for the project that clearly shows the reporting relationship between individual team members, especially those in positions of oversight and quality assurance
- c. Outline the level of involvement in the project for each project team member and how much of their time will be devoted to the project. This information should be presented in a table format as shown below:

Name	Number of Proposed Project Hours	Team Member's Share of Project Team's Proposed Total Project Hours	Share of Team Member's Proposed Project Hours Onsite at KITSAP Transit
Mary Smith	48	5%	10%

- d. Describe the firm's approach and commitment to on-site presence of project team members, especially the project manager, project engineer, and trainers
- e. Describe the firm's project management plan and implementation approach, including any tools/processes that the Proposer will use to maintain schedule and budget. Provide a detailed schedule for this project and project milestones
- f. Describe the firm's approach to risk and issue identification and resolution
- g. Describe the firm's approach to tracking issues, defects, and solutions during testing and initial operations
- h. Describe the firm's approach to requirements tracking and compliance management throughout the life of the project
- i. Describe the firm's approach to training, installation, testing, and quality assurance tasks
- j. Describe the firm's approach to document management and all the primary documents to be provided as a part of this project. Describe the firm's expectations of the agency as part of the system implementation
- k. Describe the firm's approach to follow-up analysis, provide details on duration of analysis, deliverables and how issues identified will be addressed

6.6.11 Warranty and Maintenance

- a. Describe the proposed warranty terms:
 - i. General
 - ii. Repair or replacement of faulty components
 - iii. Systemic failures
 - iv. Software updates and support
 - v. Spare parts
 - vi. Technical support
- b. Describe the firm's approach to managing customer queries through call center
- c. Describe technical support for equipment and typical response times
- d. Describe your approach to system analysis which is required as a part of the warranty and maintenance services
- e. Include any standard Service Level Agreements (SLAs) with key performance indicators. SLAs must at least include the following KPI definitions and service levels:
 - a. Customer service response times for issues reported by KT
 - b. Part replacement time
 - c. System uptime (for hosted services)

6.6.12 NTD Reporting and APC Certification

- a. State if proposer has assisted transit agencies with NTD Certification of the APC system. Include the list of agencies and the make of APCs
- b. State if the proposer has the ability to support KT with NTD certification of its APCs for fixed route and worker driver vehicles in 2025 (mandatory certification year)
- c. Describe how the proposer would assist KT with certification of its APC systems for fixed route and worker driver vehicles.
- d. State if the proposer will use a statistician to certify the results from the comparison and the expansion plan. If so, please include the resume of the statistician.

6.6.13 VoIP (Option)

- a. State if the system can support VoIP integrations
- b. Describe the proposed VoIP solution
- c. Describe the onboard equipment for VoIP
- d. Describe the functionality available for dispatchers through the VoIP system. Include screenshots of the portal

7 Use cases

The following section describes use cases, including a description and operational scenarios. As part of their proposal, Proposers shall:

1. Clearly describe how they propose to address each use case with their solution; and
2. Clearly identify use cases and/or elements of use cases that are a) supported by their "off-the-shelf" system, b) requires new development by the proposer, and/or c) cannot be supported by the proposer's system.

7.1 Ferry-Take-Home Bus Service

Description: Ferry-Take-Home (FTH) makes connections with ferries at the ferry terminal. The service uses standard fixed route buses and provides service on a defined route. A public schedule that matches the scheduled ferry service is provided, however, FTH does not depart from the ferry terminal until the ferry arrives and passengers have boarded. As such, actual departure time is directly impacted by the "on time performance" of the ferries. After departing the ferry terminal, FTH is drop-off only and the destination sign displays "Ferry Take Home." Public information for FTH only shows the departure from the terminal. FTH vehicles are displayed on KT's current real time web page, but they are not visible once they depart from the terminal.

Bainbridge FTH operates like other FTH services with a few notable exceptions: 1) Most stops on Bainbridge Island FTH are flag stops, there are few defined bus stops on any routes that remain on Bainbridge Island; 2) Final PM departures for Bainbridge Island routes become combined and served by a single vehicle (e.g., one bus provides service for a trip by routes 93/95/106); and 3) To support ngORCA, combined routes are currently assigned a unique route code based on direction of travel (e.g., 377) but the trips that use this code may be the final trip for different route combinations (e.g., 377 could be used for a trip supporting routes 94/96 or routes 93/95/106).

Please address the following elements of your proposed solution for supporting FTH:

- How do you propose to support FTH in your solution?
- How will service data be collected and reported for FTH in your solution?
- How will ridership and alighting locations be recorded and reported for FTH service?
- In the event of significant ferry service delays, how will your solution support making changes in the vehicle and/or operator that is providing a Ferry-Take-Home trip?
- What real time passenger information may be provided by your solution for Ferry-Take-Home trips? How will the goal to provide real time departure predictions be supported while also ensuring that FTH service is not visible or clearly "drop off only" after departure from the terminal?
- How may a GTFS-RT feed be provided for FTH?

7.2 Inclement Weather Service

Description: During inclement weather events, such as snow, KT may modify service. This may include cancellation of trips and routing of service onto "snow routes." Please address the following elements of your proposed solution for supporting this service:

- How will your solution support the execution of alternative schedules in response to weather emergencies?

- How will your solution support data collection and reporting to determine the impact of a weather emergency on service? This includes reporting on canceled trips and actual versus schedule service (miles and hours). What real time passenger information will be provided by your solution to ensure that customers are aware of service changes ASAP?
- Since blocks are interlined, would different service levels be allowed to run at the same time for different routes?
- Typically, how long does it take for these changes to get pushed out to the public?

7.3 Combining Routed Bus Trips

Description: Due to operator and vehicle shortages and/or significant delays in service, KT dispatch will sometimes consolidate service on the fly. This may include the following: 1) having an outbound trip end as soon as all passengers have departed and eliminating service to remaining stops; 2) having a single bus provide service to two routes at the same time when the trip start point is the same and the route traces have some commonality and/or are in the same general service area; and 3) adjusting a trip's schedule to cover a service span that was initially scheduled for two trips. All these types of service adjustments are ad-hoc and currently managed by Dispatch over voice radio. Please address the following elements of your proposed solution for supporting these service adjustments:

- How will your solution support the execution of these types of service changes?
- How will your solution support data collection and reporting to ensure that the impact of these service changes is accurately documented? This includes reporting on canceled trips and actual versus schedule service (miles and hours).
- What real time passenger information will be provided by your solution to ensure that customers are aware of these types of ad-hoc service changes?

7.4 Flag Stops

Description: KT allows flag stop boardings and alightings on its fixed route service. This means that the route is defined but customers may flag the bus at any safe location along the route for service. This is a visual acknowledgement between the customer and the operator (e.g., the customer waves at the approaching bus to request service). Alightings are managed the same way, the customer onboard the bus requests a drop-off point from the operator. Flag stops are a regular occurrence on KT service. Specifically, routes that remain on Bainbridge Island only utilize flag stops on every trip; there are few defined bus stops on these routes. Please address the following elements of your proposed solution for supporting data collection and reporting for flag stop boardings and alightings:

- What is your experience with your solution on routes that utilize flag stops? What key challenges have you addressed in the past to support flag stop service data collection and reporting?
- How will boardings and alighting for flag stops be documented by your solution? What part of this data attribution is automatic and what requires manual or exception processing?
- How will your solution report on flag stops? For a given flag boarding/alighting, what data will be collected and reported?
- How will this data be presented via user-friendly Business Intelligence and reporting functions? What part of this BI function for flag stop reporting will be automatic and what will require user adjustments?
- Can flag stop locations be presented in a map view as part of reporting?
- Can boardings/alightings at locations other than bus stops be automatically "flagged" in the data so that a filter related to "flag stops" may be easily employed when reviewing data?

8 Technical Requirements

System-component-specific requirements are listed in Attachment A, and these include both core and optional requirements that the firm should meet (as written, or in intent), but also any additional requirements that the firm may describe to help meet the core or optional functionality described above. If not already described by existing requirements, firms are encouraged to provide additional requirements that their platform complies with to provide KT with a full description of the functionality that is being proposed.

- Provide the completed Attachment A – Technical Requirements with responses to the functional requirements.
- The firm shall provide a modular and phased approach to the needs described in the Scope of Work; however, KT would like to have a clear understanding of the functionality of the system and hence has developed a requirements matrix. System ability to address KT needs will be one of the basis of technical evaluation.
- Using the tables provided in Attachment A, indicate if the firm's solution's approach includes the capability as described (i.e. is compliant ['C'], is non-compliant or not provided in solution ['N'], or compliant with modifications ['CM']) for each requirement. Additionally, for any requirements that are not labeled 'N,' the firm should also indicate in an additional column if the functionality is existing and in use elsewhere ('E'), in development, pilot, or prototype use ('D'), or on roadmap ('R'). Note that, in case of modifications, the firm should include proposed modification language. Firms may either input their responses directly into Attachment A or recreate the tables for use in a different format.

KT encourages firms to describe how the proposed system provides the core and optional functionality that is either available off the shelf or is already on the firm's technology roadmap and in development.

- If the proposed system cannot deliver the core and optional features, the firm shall include a roadmap to develop any features the system cannot currently support.
- For all categories (core and optional), firms should clearly document their approach and how they would provide this functionality to KT.

9 Evaluation

Kitsap Transit will make the award to the responsible Proposer that is determined to best meet all RFP requirements and is the most advantageous to Kitsap Transit in achieving its vision. All Proposals are subject to Kitsap Transit's final approval as to whether they meet all RFP requirements.

9.1 Responsibility

Kitsap Transit determines whether the Proposer and proposed subcontractors are capable of successfully completing contracts of this type, including but not limited to:

- That it is regularly engaged in the general class or type of work called for under the contract and is licensed to do business as required.
- That it has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and at comparable rates of progress.
- There are no outstanding and/or repetitive violations with Washington State Labor and Industries, Department of Revenue, or Employment Security.

- That it has a current Washington State unified business identifier (UBI) number or proof that there is one under application
- That it is not debarred on SAM.gov or with the State of Washington (i.e., violations of RCW 39.06.010 or RCW 39.12.065).

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

A proposer, if requested, must present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal. Kitsap Transit may reject a proposer refusing to present any requested material citing confidentiality or proprietary information.

9.2 Evaluation Process

1. **Responsive and Responsible Determination:** Kitsap Transit will review proposals received by the deadline for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements provided throughout this RFP may be rejected as non-responsive.
Proposals containing conditions, exceptions, reservations, or understandings to any Contract requirements, may be rejected as non-responsive unless discussed with Kitsap Transit prior to proposal due dates. However, Kitsap Transit reserves the right to instruct the Proposer to amend its proposal and remove said conditions and/or exceptions. Any failure to do so will cause the proposal to be rejected as non-responsive.
2. **Initial Evaluation:** Kitsap Transit will review responsive and responsible submissions against the Evaluation Criteria listed below. The top scoring proposals, up to four (4) proposers, will be selected for additional consideration.
3. **Reference Review:** Proposers may have their references checked by Kitsap Transit.
4. **Product Demonstration and Interview:** Shortlisted Proposers may be invited for an on-site interview and demonstration. Kitsap Transit will provide an agenda for the Product Demonstration and Interview. Clarifying questions may be provided to proposers before, during, and after the Product Demonstration and interview.
5. **Best and Final Offer:** Based on information collected during Reference Review and Product Demonstration and Interview, Kitsap Transit will re-score submissions against the evaluation criteria and may invite the highest scoring Proposer(s) to submit a Best and Final Offer (BAFO). The requests for BAFO's shall include:
 - A common due date and time for submission of written BAFO's, allowing a reasonable opportunity for preparation of the written BAFO's and that it must be received by the date and time specified by Kitsap Transit for the receipt of BAFO's.
 - Direction for BAFO format.
 - Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their BAFO.
 - Any modifications to the initial proposals made by a proposer in its BAFO shall be clearly identified.

6. **Selection of Preferred Contractor:** Based on BAFO evaluations and final scoring, Kitsap Transit may enter negotiations with the preferred Proposer (s) to make a final selection.
7. **Contract Negotiations and Finalization** – If necessary, Kitsap Transit will discuss and come to an agreement on the contract with the final selected Proposer. Notice to Proceed (NTP) will be granted upon internal County approvals and contract signing by all parties.

9.3 Evaluation Criteria

The evaluation of Proposals will be based on qualifications, demonstrated competence, technical response to the RFP, and price. It will be recommended that a contract be negotiated with the Proposer judged to be most outstanding in meeting the overall objectives of the RFP. Proposals shall be evaluated using a two hundred (200) point scale in accordance with the Evaluation Criteria set forth below:

S. No.	Criterion	Max Points
1	Firm and Team Qualifications and Experience	20 points
2	Project Organization and Staffing Plan	20 points
3	Implementation and Project Management Plan	20 points
4	Proposed System, Services, and Technical Approach	60 points
5	Price Proposal/Cost	50 points
6	Product Demonstration and Interview (if necessary)	30 points
Total Possible Points:		200 Points

1. **Firm and Team Qualifications and Experience (20 points):**
 - Proposer experience with technology deployment and transit experience of similar scope and scale
 - Quality of Proposer references and successful delivery of similar projects in the last three years
 - Quality and responsiveness of Proposer's post-implementation warranty and services (as noted by references)
2. **Project Organization and Staffing Plan (20 points):**
 - Key staff experience in implementing CAD/AVL projects of a similar scope and nature.

- Strength of technical skills and capabilities of key staff
- History and strength of project manager and project engineer in managing projects of similar size and type
- Reference checks for proposed project manager and project engineer
- Logical and comprehensive organization structure
- Commitment to on-site presence of project engineer and/or support engineer
- Suitability of functional organization of the proposed project team for this type of project
- Years of experience of key staff with vendor and proposed products/systems
- Proposed staffing coverage with skilled individuals for key staff categories

3. Implementation and Project Management Plan (20 points):

- Reasonableness of implementation schedule and key milestones
- Project management plan describing the tools and processes to maintain schedule and budget
- Approach to risk and issue identification and resolution
- Identification of a tool to track issues, defects, and solutions during testing and initial operations
- Approach to requirements tracking and compliance management throughout the life of the project
- Quality of description of approach for training, installation, testing, and quality assurance
- Clear description and reasonableness of proposer's expectations of the agency
- Proposed service level agreement(s)

4. Proposed System, Services, and Technical Approach (60 points): The proposal should enable evaluators to make a thorough evaluation as to whether the system will meet Kitsap Transit's requirements. Each technical proposal shall be detailed and complete as to clearly demonstrate the proposed approach and that the Proposer has a thorough knowledge and understanding of providing CAD/AVL, AVA, APC, ITS Systems and Services as described in the Scope of Work. Evaluation will include:

- Quality and level of understanding of overall project and Kitsap Transit's operations and needs
- Suitability of overall solution and proposed systems architecture for intended purpose
- Suitability of proposed hardware for operations in a transit environment
- Suitability and functionality of software for intended purpose, including proposed standards interfaces and open architecture
- Clear description of areas of custom or additional vendor development to achieve compliance with requirements, as well as description of vendor proposed product/solution roadmap over the next five years
- Utility and applicability to agency needs of any vendor proposed valued added features and/or functions that may go beyond compliance with requirements
- Reasonableness of descriptions of third-party licensing and maintenance/support agreements and requirements and provisions as part of the vendor's proposed solution
- Completeness and consistency with proposal of Compliance Matrix, with each System Requirement annotated as Exceeds Requirements (E), Fully Compliant (F), Complies with Intent (I), or Does Not Comply (N); along with indications of where custom development is required. For "Complies with Intent" the Contractor shall include information on how the Contractor will be complying with the intent of the requirement.
- Reasonableness of Compliance Matrix Exceptions or Modifications

- Quality of on-going customer support services and processes
5. **Price Proposal/Cost (50 points)** The price proposal will be evaluated separately, including all items of labor, materials, tools, equipment, duties, fees, insurance, shipping, and all other costs necessary to fully complete the manufacture, delivery, assembly, installation, warranty, extended warranty, training of agency personnel, service manuals, drawings, ongoing costs such as software licenses, upgrade fees, consulting, warranties, and maintenance.
 6. **Product Demonstration and Interview (30 points)** Shortlisted vendors will be invited to Kitsap Transit to present their solution and demonstrate functionality which will be evaluated by Kitsap Transit. Kitsap Transit will provide the agenda and guidelines for the demonstration to the selected vendors at least 1 week prior to the interviews. Demonstrations will assist Kitsap Transit with evaluation of the following:
 - System user interface
 - Ease of maintenance of hardware
 - Software features

10 Project Milestones

The payment schedule will form part of the Contract. The Contract will be fixed fee. Upon each milestone being completed and approved by Kitsap Transit, payment will be released as a percentage of the total cost of the Contract, as follows:

Table 4: Project Milestones and Project Cost Compensation

#	Project Milestone	Project Cost Compensation
1	Completion of System Design	10%
2	Completion of Factory Acceptance Testing	10%
3	Completion of Pilot Testing	10%
4	Completion of System Installation (hardware/software)	20%
5	Completion of Training	5%
6	Completion of System Acceptance Testing	10%
8	Completion of Burn-in Testing	10%
9	Completion and Delivery of As-Built Documentation	10%

10	Final System Acceptance by Kitsap Transit (All Project Tasks Completed including training and documentation delivery)	10%
11	Resolution of issues identified in Follow-up Analysis	5%

Payment milestones require the completion of all relevant work for full system delivery. Kitsap Transit will not reimburse for partial completion or progress towards any individual payment milestone.

Warranty, Maintenance, Support, and Hosting costs (if applicable) would be paid annually starting from System Acceptance. If an Option is invoked after the initial contract is underway, payment for that Option would be released as a percentage completion of the total cost of the Option, using the milestone table above and any relevant progress milestones.

11 Instructions for responding to technical requirements

A compliance matrix format is used for the system requirements in Attachment A of this document. All proposers must complete the compliance matrix by responding to all items using one of the response codes listed. Proposals with missing, incomplete, or ambiguous responses in the matrix may be deemed non-responsive.

Proposers are expected to describe how their solution addresses the requirements in Attachment A. If the proposal text conflicts with the requirement language to which the proposer offers to commit, the requirement language shall govern for negotiations purposes.

12 Period of Performance

The term of the Contract shall be a base period of two (2) years, effective at Final System Acceptance. The development and implementation phase shall begin as of Notice-to-Proceed issuance from KT. There will be an option to extend the Contract, including all licensing, maintenance, and support services for up to an additional three (3) years.

END OF 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

KITSAP TRANSIT
REQUEST FOR PROPOSALS # KT 22-790
FOR
CAD/AVL SYSTEM REPLACEMENT

EXHIBIT A

Bidder's Affidavit

EXHIBIT A

BIDDERS AFFIDAVIT

BIDDER'S AFFIDAVIT PROJECT KT #22-790

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

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

to the performance of this Contract.

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

The 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 bidder 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 bid, the bidder 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 bidder 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 bidder 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 bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

Authorized Signature _____ Date _____

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public in and for the State of _____,

residing in _____

Signature: _____

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

KITSAP TRANSIT
REQUEST FOR PROPOSALS # KT 22-790
FOR
CAD/AVL SYSTEM REPLACEMENT

EXHIBIT B

Equipment Location Pictures



Fig 1. Overhead cabinet in Worker Driver buses



Fig 2. Equipment cabinet in routed buses



Fig 3. Equipment cabinet in ACCESS vehicles

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-790
FOR
CAD/AVL SYSTEM REPLACEMENT

EXHIBIT C

Sample Agreement

**INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT KT XX-XXX**

TITLE: {Project Title}

TERM: 12:01 a.m. on Month Day, 20XX through 11:59 p.m. on Month Day, 20XX.

PARTIES: KITSAP TRANSIT

60 Washington Ave., Ste 200, Bremerton, WA 98337
Phone: 360-824-4941 / Fax: 360-377-7086

Contacts: ; Project Manager
; Kitsap Transit Payments & Invoicing

Awarded Vendor

Address:
Phone:

Contacts: Project Manager
Invoicing and Payment

THIS AGREEMENT is made and entered into this 21 day of August, 20XX by and between the KITSAP TRANSIT SYSTEM, a Washington municipal corporation, hereinafter called "KITSAP TRANSIT", **Awarded Vendor**, hereinafter called the "CONTRACTOR".

In consideration of the terms and conditions contained herein, and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. **Contract Documents:** This Agreement; the Bid Documents for KT XX-XXX in their entirety, including the Plans, Appendices and any Attachments; Contractor's submitted Bid and any supplemental items, as accepted by Kitsap Transit; All Addenda issued prior to and all modifications issued after execution of this Contract; shall constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.
2. **Performance:** The Contractor shall diligently perform all Work and furnish all tools, materials, and equipment in accordance with and as described in the attached Bid Documents and Contract Drawings; and as directed shall perform any changes in the Work in accordance with the Contract Documents; and shall provide and bear the expense of all equipment, Work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in these Contract Documents, except any items mentioned therein to be furnished by Kitsap Transit.
3. **Time of Performance:** The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within **Number** (XX) Working Days of said Notice.
4. **Rate of Payment shall not exceed \$** as set forth on the Contractor's Bid Form, attached herein by reference, unless a written Change Order is permitted pursuant to ARTICLE 6.00 hereunder and elsewhere in the Contract Documents. Kitsap Transit shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.
5. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the 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. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement. It is further provided that no liability shall attach to by reason of entering into this Contract, except as provided herein.

ARTICLE 1.00 ADDITIONS OR DELETIONS

Kitsap Transit reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original Bid, and will be evidenced by issuance of a written Contract Amendment issued by Kitsap Transit in accordance with ARTICLE 6.00 below.

ARTICLE 2.00 ASSIGNMENT

The Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of Kitsap Transit nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of Kitsap Transit. In the event consent is given by Kitsap Transit to permit subletting, no such consent shall be construed as making Kitsap Transit a party to such Subcontractor or assignee, or of subjecting Kitsap Transit to liability of any kind whatsoever, to any Subcontractor. No Subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with Kitsap Transit shall be made through the Contractor.

ARTICLE 3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- 3.01 General Requirement:** The Contractor will at all times, at its sole cost and expense, comply with all applicable Federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the Work and services under this Contract.
- 3.02 Registration:** The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Kitsap Transit can enter into a Contract with an out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at corps@sos.wa.gov.
- 3.03 Licenses, Permits and Similar Authorizations:** The Contractor, at no expense to Kitsap Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify Kitsap Transit immediately of such condition in writing.
- 3.04 Taxes:** If applicable, the Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the

Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and Kitsap Transit agrees to furnish the Contractor with an exemption certificate where appropriate.

- 3.05 Wage and Hours Laws:** The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Kitsap Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

ARTICLE 4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

- 4.01** Kitsap Transit employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special consideration or anything of economic value from any present or potential Contractor, Subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with Kitsap Transit. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).
- 4.02 Current and Former Employees:** No current or former employee of Kitsap Transit and their immediate family members, or agents, officers, and board members of Kitsap Transit, may Contract with, influence, advocate, advise, or consult with a third party about a Kitsap Transit transaction, or assist with preparation of Bids submitted to Kitsap Transit while employed by Kitsap Transit or after leaving Kitsap Transit's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Kitsap Transit employee. It is unethical for any Kitsap Transit employee who is participating directly or indirectly in the procurement process to become or to be, while such a Kitsap Transit employee, the employee of any person contracting with Kitsap Transit.
- 4.03 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 Kitsap Transit; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Kitsap Transit 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, Kitsap Transit may prohibit the Contractor and any of its Subcontractors from participating in such related procurements/projects.

ARTICLE 5.00 CONFLICT AND SEVERABILITY

- 5.01** In the event of conflict between the Bid Documents and the terms and conditions of the Contract, Kitsap Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.
- 5.02** In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the Contractor shall negotiate

an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

ARTICLE 6.00 **CONTRACT MODIFICATIONS**

- 6.01** No alterations or variances of any of the terms, conditions, delivery, price, quantities, or Specifications of this Contract shall be effective without written consent of Kitsap Transit. Oral changes, amendments or agreements are not permitted. When it is necessary to modify the Contract Documents, either Kitsap Transit or the Contractor may initiate a Change Request. If any 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 Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract. Prior to becoming a Contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only Kitsap Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Kitsap Transit.
- 6.02** The Contractor must assert its right to an adjustment under this clause by delivering a written Change Request to Kitsap Transit which states the general nature and monetary extent of the claim. Kitsap Transit may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If Kitsap Transit requests a change, the Contractor shall submit to Kitsap Transit, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the Work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by the Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before the Contractor gives written notice.
- 6.03** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (ARTICLE 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE 7.00 **DELIVERY**

All Work or services must be made at the applicable project site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. The acceptance by Kitsap Transit of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor preclude Kitsap Transit from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

ARTICLE 8.00 **DETERMINATION OF RESPONSIBILITY**

Should the Contractor be determined to be in violation of Federal, State, or local laws or regulations, Kitsap Transit reserves the right to modify its initial determination of responsibility at the time of Award and take other action as determined appropriate, including but not limited to termination of the Contract.

ARTICLE 9.00 DEVIATION FROM CONTRACT

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of Kitsap Transit.

ARTICLE 10.00 DISPUTES

10.01 Decision of the Executive Director: Except for Bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Kitsap Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the Kitsap Transit Board of Directors, or commences an action in a court of competent jurisdiction. If the Executive Director does not issue a written decision regarding any Contract controversy within seven (7) calendar days after the Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.

10.02 Performance During Dispute: Pending final resolution of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

10.03 Appeals: The Contractor may appeal the Executive Director's decision to the Kitsap Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member committee of the Kitsap Transit Board, as appointed by the Board, shall decide the appeal. The Contractor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

10.04 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Kitsap Transit or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Kitsap Transit and the Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Kitsap County, State of Washington.

Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Kitsap County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

- 10.05** This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 11.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

- 11.01 Force Majeure Definition:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure.

- 11.02** The following shall be in effect during major emergencies or disasters:

- The Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.
- The Contractor and Kitsap Transit agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above.
- In the event the Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, the Contractor agrees to make such delivery as soon as practicable or shall immediately assist Kitsap Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

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

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

ARTICLE 12.00 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the

ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

ARTICLE 13.00 ENGLISH LANGUAGE

All documentation and any other written, oral, or other communications required in the performance of the Contract shall be prepared using the English language as used throughout the U.S. If English is not the prevalent language used at the job site, a person fluently proficient in the other language(s) used and in English shall be available to the representative during all working hours for interpretation.

ARTICLE 14.00 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, the Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any Federal, State or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator. Until such written notification has been given and one business day has elapsed, any services performed by the Contractor after such discovery will be done at the Contractor's risk.

ARTICLE 15.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the maximum extent permitted by law, the Contractor shall defend, protect, indemnify and hold harmless Kitsap Transit, its officers, employees and agents from and against any and all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing Work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of Kitsap Transit, its officers, employees and agents, and the Contractor, or its employees and agents, this provision shall be valid and enforceable only to the extent of the Contractor's negligence; and provided further, that nothing herein shall require the Contractor to hold harmless or defend Kitsap Transit, its officers, employees and agents from any claims arising from the sole negligence of Kitsap Transit, its officers, employees and agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of Kitsap Transit's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. The Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him/her or his/her employees against Kitsap Transit for injuries in the performance of this Contract. The Contractor represents that this waiver has been negotiated with Kitsap Transit. Kitsap Transit will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

ARTICLE 16.00 INSPECTION AND REJECTION

16.01 Kitsap Transit's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, Kitsap Transit will promptly notify the Contractor thereof. If there are defects detected post-delivery, Kitsap Transit will notify the Contractor with a description of such non-compliance. Within seven (7) days of receiving such written notification, the Contractor shall provide Kitsap Transit with a detailed written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. Without limiting any other rights, Kitsap Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2)

refund Kitsap Transit the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If Kitsap Transit rejects the Contractor's written plan, the Contractor may be determined to be in material default of the Contract.

- 16.02** This procedure to remedy defects is not intended to limit or preclude any other remedies available to Kitsap Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 17.00 INSURANCE REQUIREMENTS

The Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein to protect Kitsap Transit against any and all claims for damages to persons or property arising under Contract performance, whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Kitsap Transit harmless for any claims presented to it as a result of the Contractor's negligence. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Kitsap Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.

- 17.01 Additional Insured Endorsement:** Language such as the following will be used in the description area of the ACORD Certificate when referring to the "Contracting Agency": **"KITSAP TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT "{Project Title KT XX-XXX}"**.

Additional Insured Endorsement: General Liability Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. 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 Kitsap Transit as an additional insured. The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit 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 Kitsap Transit. 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.

- 17.02 Subcontractors:** The Contractor shall include all Subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor providing their own coverage will also

name Kitsap Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Kitsap Transit. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

- 17.03 Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- 17.04 Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the Contractor shall provide written notice of such to Kitsap Transit within one (1) business day of the Contractor's receipt of such notice.
- 17.05 Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of Kitsap Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. The Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Kitsap Transit, its officers, agents, and employees, the Contractor shall pay the same.
- 17.06 Failure of Coverage:** The Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of Contract upon which Kitsap Transit may, after giving five (5) business days written notice to the Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Kitsap Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Kitsap Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Kitsap Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder. Furthermore, the Contractor's failure to provide such insurance in a time frame acceptable to Kitsap Transit shall enable Kitsap Transit to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".
- 17.07 Rights of Subrogation:** Kitsap Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. The Contractor shall cooperate with Kitsap Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Kitsap Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to the Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of the Contractor to promptly remit the sums due to Kitsap Transit under the provisions of this subpart.

ARTICLE 18.00 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more Contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to

be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by Kitsap Transit to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons.

ARTICLE 19.00 JURISDICTION LAWS AND VENUE

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract Work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Kitsap County in the State of Washington.

ARTICLE 20.00 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services performed or delivered by the Contractor shall be free of all liens, claims, or encumbrances of any kind.

ARTICLE 21.00 NON-DISCRIMINATION

21.01 Kitsap Transit is an Equal Opportunity Employer. With respect to performance under this Contract, the Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. The Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.

21.02 In all solicitations made by the Contractor for Work to be performed under subcontract, including procurements of goods or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, Kitsap Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Kitsap Transit may bar the Contractor from performing any services for Kitsap Transit now, or in the future, unless a showing is made satisfactorily to Kitsap Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

ARTICLE 22.00 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, Specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of Kitsap Transit. All such documents, products and materials shall be forwarded to Kitsap Transit at its request and may be used by Kitsap Transit as it sees fit. The Contractor shall preserve the confidentiality of all Kitsap Transit documents and data accessed for use in the Contractor's Work product.

ARTICLE 23.00 PAYMENT

23.01 All payments under this Contract are considered reimbursement for goods delivered and services rendered. **Pre-payments are not permitted.** If applicable, the Contractor and its Subcontractors shall have a business license with the City having jurisdiction over the Contract Work prior to any

Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.

23.02 Payment: Except for retainage, payment will be made by Kitsap Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by the Kitsap Transit Project Manager, *providing* a Labor and Industries approved “Statement of Intent to Pay Prevailing Wages” is received by Kitsap Transit for the Contractor and every Subcontractor who performed under the Contract *and* Certified Payrolls have been received within the specified time. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.

23.03 Prompt Payment of Subcontractors: The Contractor, as the Prime Contractor, is required to make payment to Subcontractors within thirty (30) days from the receipt of each payment it receives from Kitsap Transit for satisfactorily completed Subcontractor Work, whether such payment is a progress or final payment. The Contractor further agrees to return any retainage payments to each Subcontractor within thirty (30) days after the Subcontractor’s Work is satisfactorily completed. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors’ Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to Kitsap Transit showing inclusion of these provisions, especially the Federal clauses. Kitsap Transit may withhold the applicable sum due a Subcontractor for non-compliance with this Section.

23.04 Approval of Invoices: Prior to approval of payment, the Kitsap Transit Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor’s prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.

23.05 Pay Requests: A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.

23.06 Invoices shall be submitted to: Kitsap Transit, Accounts Payable, 60 Washington Ave., Suite 200, Bremerton, WA 98337 for all transactions made during a calendar month by the 5th day of the following month.

23.07 Final Payment: A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.

23.08 Payment does not imply acceptance of Work: The granting of any progress payment or payments by Kitsap Transit, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work or a waiver of Kitsap Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit and shall in no way lessen the liability of the Contractor to remedy defective Work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements will be rejected and shall be replaced or remedied by the Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

ARTICLE 24.00 PERFORMANCE STANDARDS

- 24.01** The word *service(s)*, as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. The Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 24.02** If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract Document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator.
- 24.03** In the case of an emergency where Kitsap Transit believes delay could cause serious injury, loss or damage, Kitsap Transit may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, the Contractor is responsible for all costs of remedying the defect and Kitsap Transit will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.
- 24.04 Non-Performance of Services:** If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, Kitsap Transit shall give written notice to the Contractor and request that the Work be performed again in conformity with the Contract. The Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the Kitsap Transit Project Manager, or designee, and at no additional cost to Kitsap Transit.
- 24.05** If the Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Kitsap Transit reserves the right to dispatch a third party Contractor, or use Force Account through use of Kitsap Transit employees at a rate equal to the employee's hourly rate plus administrative costs, to perform or otherwise resolve any unacceptable Work or scope of service. The Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third party Contractor or Kitsap Transit personnel. Kitsap Transit will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

- 24.06** After the first occurrence of any non-performance, Kitsap Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining Work to be performed, and the date of non-performance. The Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Kitsap Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 24.07** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by the Contractor for Kitsap Transit Contracts may be rejected without consideration. Kitsap Transit may also recommend the Contractor be removed from any Small Works Roster. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 25.00 PROPERTY LIABILITY

Unless otherwise provided for, the Contractor assumes the risk of, and shall be responsible for, any loss or damage to Kitsap Transit furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from the Contractor's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. The Contractor shall bear no liability for any negligent acts or abuse of property by Kitsap Transit.

ARTICLE 26.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

- 26.01** The Contractor is, and shall be considered at all times during the term of this Contract, an independent Contractor whereby the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Kitsap Transit under Chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- 26.02** The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subcontractors or representatives during the performance of this Contract. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet Kitsap Transit's approval and shall be subject to Kitsap Transit's general rights of inspection and review to secure the satisfactory completion thereof.
- 26.03** Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- 26.04** The Contractor shall indemnify and hold harmless Kitsap Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent Contractor.
- 26.05** Upon Contract execution ("Effective Date"), the Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as

required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

ARTICLE 27.00 REPRESENTATIVES

27.01 Kitsap Transit Representatives. The Contracts Administrator is Kitsap Transit's designated representative for Contract compliance. Kitsap Transit's Project Manager is the designated primary representative for performance compliance. Both are listed on the front page of this Contract.

27.02 Contractor Representative. The Contractor shall appoint a representative as the Contract liaison agent through whom Kitsap Transit will communicate with the Contractor. The Contractor shall respond to all written communications from Kitsap Transit representatives within seven (7) calendar days from receipt.

27.03 Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

ARTICLE 28.00 RISK OF LOSS AND TITLE

Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

ARTICLE 29.00 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. The Contractor agrees to provide copies of any notices given Kitsap Transit to such other persons or entities as Kitsap Transit may require from time to time.

ARTICLE 30.00 STATE AND LOCAL LAW DISCLAIMER

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 31.00 SUGGESTIONS TO CONTRACTOR

Any plan or method of Work suggested to the Contractor by Kitsap Transit, but not specified or required in writing under the Contract, if adopted or followed by the Contractor in whole or part, shall be used at the risk and responsibility of the Contractor and Kitsap Transit shall assume no responsibility therefore.

ARTICLE 32.00 SUPERVISION AND COORDINATION

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

ARTICLE 33.00 SUSPENSION OF CONTRACT

Kitsap Transit may at any time and without cause suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Kitsap Transit will not be liable for any additional travel costs incurred by the Contractor while the Work is suspended. The Contractor shall resume performance within fifteen (15) calendar days of written notice from Kitsap Transit.

ARTICLE 34.00 TERMINATION

34.01 Termination for Convenience. Kitsap Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Kitsap Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Kitsap Transit, the Contractor shall immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its termination claim to Kitsap Transit, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same, and dispose of it in the manner Kitsap Transit directs.

34.02 Termination for Default. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, Kitsap Transit may terminate this Contract for default. Termination shall be effected by Kitsap Transit serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, Kitsap Transit may assume the Work and complete it by Contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. The Contractor and its Sureties shall be liable for any damage to Kitsap Transit resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by Kitsap Transit in completing the Work. The Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to Kitsap Transit caused by such default, up to the date of termination as specified in the Notice. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same and dispose of it in the manner Kitsap Transit directs. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Kitsap Transit, acts of another Contractor in the performance of a Contract with Kitsap Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The Contractor, within ten (10) calendar days from the beginning of any delay, notifies Kitsap Transit in writing of the causes of delay. If in the judgment of Kitsap Transit the delay is excusable, the time for completing the Work shall be extended. The judgment of Kitsap Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Kitsap Transit.

34.03 Opportunity to Cure. Kitsap Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to Kitsap Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by the Contractor of written notice from Kitsap Transit setting forth the nature of said breach or default, Kitsap Transit shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude Kitsap Transit from also pursuing all available remedies against the Contractor and its Sureties for said breach or default.

34.04 Waiver of Remedies for any Breach. In the event that Kitsap Transit elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by Kitsap Transit shall not limit Kitsap Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 35.00 WAIVER OF RIGHTS BY KITSAP TRANSIT

Kitsap Transit shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by Kitsap Transit. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

ARTICLE 36.00 WARRANTY OF TITLE

36.01 The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by Kitsap Transit towards the value of materials delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit. Title to all such materials shall become the property of Kitsap Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit, whichever occurs earlier.

36.02 No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such persons to look to retained funds due the Contractor in the hands of Kitsap Transit.

36.03 The provisions of this Article shall be inserted or referenced in, or otherwise made a part of all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal Contract is entered into for such materials. Additionally, as part of the subcontract, material Contract, or notice, the Contractor shall provide to such Subcontractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or supplier would make its claim.

ARTICLE 37.00 ENTIRE CONTRACT

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

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

TRANSIT:

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

By: John W. Clauson
Its: Executive Director

CONTRACTOR:

Contractor
Address
Address
City, WA 98104

By: Name
Its: Title

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-790
FOR
CAD/AVL SYSTEM REPLACEMENT

EXHIBIT D

**ENVIRONMENTAL ACTIVITIES MANUAL BRIEFING
PACKAGE**



Environmental Management System Contractor/Supplier/Vendor Management

CM 4.4.6 (3a) Environmental Activities Manual Briefing Package

Requirements

- 1.0 Introduction**
- 2.0 General Environmental Management Procedures**
- 3.0 Waste Disposal**
- 4.0 Equipment Decommissioning**
- 5.0 Water Discharges**
- 6.0 Material Storage/Spills**
- 7.0 Storm Water Management**
- 8.0 PCBs**
- 9.0 Asbestos**
- 10.0 Lead**
- 11.0 CFCs**
- 12.0 Contractor Environmental Activity Review**
- APP Kitsap Transit Environmental Policy**

1.0 Introduction

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for Kitsap Transit. The information presented in these guidelines has been developed in response to the Environmental Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions.
- 1.2 An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of Kitsap Transit who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within Kitsap Transit. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 Kitsap Transit operates an ESMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, vendors, and suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact Kitsap Transit at 360-479-6962.

2.0 General Environmental Management Procedures

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Safety Data Sheets (SDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of Kitsap Transit.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 Contractors will immediately notify Kitsap Transit of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Kitsap Transit Spill/Release Tracking form.
- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. They are responsible for keeping the site clean and orderly throughout the project. The removal of trash, etc. generated by the contractor's activities, or the activities of its employees is the contractor's responsibility.
- 2.9 Contractors will not engage in any excavation activities on site without the prior approval of Kitsap Transit.

3.0 Waste Disposal

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 Kitsap Transit must be informed of all generated hazardous waste streams before a waste is generated and collected on site.

- 3.3 Kitsap Transit must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (SDS's, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.
- 3.7 Contractors will be responsible for providing waste disposal method(s) including recycle documentation, if applicable.

4.0 Equipment Decommissioning

- 4.1 All equipment will be thoroughly inspected by the contractor for fluid leaks or the release of other hazardous materials prior to removal from the job site.
- 4.2 Disposal of any waste generated will be handled in accordance with Section 3.0 above.

5.0 Water Discharges

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of Kitsap Transit.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that Kitsap Transit approves discharges to sewers, the appropriate wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

6.0 Material Storage / Spills

- 6.1 There will be no outside storage of any materials without the consent of Kitsap Transit.
- 6.2 Approved outside storage areas for chemical materials must be equipped with **non-earthen** secondary containment equal to 110% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA Hazard Communication Standard. This includes the complete contents of the container and the primary hazard.
- 6.4 The contractor will have available the safety data sheets (SDS's) for all chemical products in use at all times that their employees are working on site. SDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 6.7 Contractors will immediately notify Kitsap Transit in the event of a reportable spill or release of hazardous material, and will follow up submitting a completed Spill/Release Tracking form.

7.0 Storm Water Management

- 7.1 No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 7.2 Solids must be prevented from entering storm and/or sewer drains. Roadways and outside areas must be kept clean.

- 7.3 The contractor will install storm water control measures such as drain covers, silt fences and/or straw bales to control the solids entering storm drains from erosion or other processes.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 Erosion and Sediment Control permits will be obtained from Kitsap County where required.

8.0 Polychlorinated Biphenyls (PCBs)

- 8.1 If a material is suspected to have PCB contamination, Kitsap Transit is to be notified.
- 8.2 All PCB removals shall be coordinated by Kitsap Transit .
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.0 Asbestos

- 9.1 Contractors will contact Kitsap Transit prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

10.0 Lead

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by Kitsap Transit.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

11.0 Chlorofluorocarbons (CFCs)

- 11.1 Contractors working on a project that involves the potential release of CFCs will provide copies of employee training certificates to Kitsap Transit upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

12.0 Contractor / Supplier Environmental Review Questionnaire

- 12.1 Contractors are to submit the following forms (Environmental Checklist and Environmental Activity Statement) which contain written information outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations. This must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.

EP 4.2 (2e)

Environmental Policy


The mission of Kitsap Transit is to provide safe, reliable and efficient transportation choices that enhance the quality of life in Kitsap County. The protection of the environment is one of the most important responsibilities any organization can undertake and Kitsap Transit has made that commitment.

It is Kitsap Transit's goal to carry out this mission in a way that establishes Kitsap Transit as a local, regional, and industry leader in environmental and sustainability management. As such, Kitsap Transit commits to implementing a formal Environmental and Sustainability Management System (ESMS) that will develop procedures and practices to continually improve in environmental awareness and prevention of pollution.

By enacting this Environmental and Sustainability Management System, Kitsap Transit will:

- Provide a framework for setting and regularly reviewing environmental and sustainability goals, objectives and targets.
- Keep environmental protection and sustainability in the forefront during the planning stages of new programs, construction, and in all work conducted at Kitsap Transit.
- Comply with applicable legal requirements and with other requirements to which the organization subscribes which relate to its environmental aspects.
- Minimize significant environmental impacts identified in the ESMS by establishing environmental and sustainability objectives, targets, and programs.
- Evaluate the effectiveness of Kitsap Transit's environmental performance through the periodic comprehensive review of Kitsap Transit's ESMS to ensure that established objectives, targets, and programs are met.
- Provide necessary training, education, and information to all Kitsap Transit staff and those working on Kitsap Transit's behalf in order to successfully carry out this policy in daily responsibilities and work functions.
- Maintain a commitment to continual improvement and prevention of pollution.

This policy will be communicated to all persons who work for, or on the behalf of Kitsap Transit, and will be available to the general public. It will be reviewed annually and, when necessary, revised.


John Clauson, Executive Director
Ellen Gustafson, Operations Director

CM 4.4.6 (2a) Contractor Management Environmental Checklist

THIS FORM MUST BE COMPLETED AND RETURNED TO KITSAP TRANSIT WITH YOUR QUOTE AND/OR BID PACKET and BEFORE THE CONTRACTED WORK CAN BEGIN.

CONTRACTOR NAME: _____

CONTACT PERSON: _____

CONTACT PHONE NUMBER: _____

Will the contracted activity, service, or purchase include any of the following?

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Air Heating and Supply	Yes	No	
Mobile Transportation, such as forklift or carts	Yes	No	
Construction Activities	Yes	No	
Excavation or Grading	Yes	No	
Drilling or Blasting	Yes	No	
Rock Crushing	Yes	No	
Demolition	Yes	No	
Welding or Soldering	Yes	No	
Painting	Yes	No	
Asphalt Painting	Yes	No	
Use of Storage of Chemicals or Fuels	Yes	No	
Transfer of Bulk Materials	Yes	No	
Disposal of Chemical Wastes	Yes	No	
Disposal of General Wastes including any certificates of Recycling	Yes	No	

If yes, please describe waste streams:

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Architectural Paint Removal	Yes	No	
Architectural Painting	Yes	No	
Hydro blasting	Yes	No	
Sandblasting	Yes	No	
Surface Preparation/Treatments such as floor and roof repair	Yes	No	
Purging or repair of distribution lines such as those for fuel, oil, or solvents	Yes	No	
Use of chemicals, solvents, caustics, acids, oils etc.	Yes	No	
Use of herbicides, pesticides, or insecticides	Yes	No	
Use or receipt of chemical materials	Yes	No	
Generation and disposal of chemical wastes generation of sealers, adhesives, coatings, or paints	Yes	No	
Welding, soldering, brazing, or similar activities	Yes	No	
Use of caustics or acids	Yes	No	
Use of combustion gases List type of gases:	Yes	No	
Use of Fuels List type of fuels:	Yes	No	
Laboratory installation	Yes	No	
Medical Waste	Yes	No	
Discharge to Storm Drains	Yes	No	

Additional Comments:

Contractor/Supplier/Vendor Environmental Activity Statement

This form must be completed, signed and returned with the quote and/or bid packet and before the contracted work can begin.

Information:

Company Name: _____

Contact: First Name: _____ Last Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: _____ Fax: _____ Email: _____

Secondary Contact: _____ Sec. Phone: _____

Activities or Work Description:

Kitsap Transit site: _____

Briefly describe the activities or work to be undertaken by your company at the Kitsap Transit site.

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

Materials:

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work? Will storage of material be required? If yes, proper containments must be used.

Training:

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

Waste Generation:

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method including recycle documentation, if applicable.

Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled and provide recycle documentation.

Energy:

Will the activities or work consume energy? YES or NO
(electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

Other:

Are there any other ways in which your activities will affect or protect the environment? YES or NO

If YES, please describe below.

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request. Kitsap Transit will communicate applicable changes of the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact Kitsap Transit at 360-479-6962.

Environmental Compliance Certification

The Contractor _____ certifies that it has read and completed Kitsap Transit's Environmental Activities Manual Briefing Package. The Contractor also certifies:

- It will comply with all requirements set forth in the package.
- It will implement, maintain and actively monitor the preventative measures described for each potential environmental hazard.
- That all costs associated with compliance are contained in their Bid pricing.
- That the preventative actions described are complete to the best of their knowledge.
- That all certificates of recycle, disposal and other "cradle-to-grave" documentation will be presented to Kitsap Transit before final payment can be processed.

If the Bidder is unable to certify to any of the statements in this certifications, the Bidder shall attach an explanation of the section. Failure to sign and return this form may result in your Bid being considered non-responsive.

Print Name

Title

Authorized Signature

Date



Kitsap Transit Review and Approval

A review of the above-submitted document has been found to be:

☐

COMPLETE – approved, no further action is needed.

☐

INCOMPLETE – a response must be received by: _____

Reviewed by: _____
(Print Name)

Signature: _____ Date: _____

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-790
FOR
CAD/AVL SYSTEM REPLACEMENT

ATTACHMENT A
CAD/AVL APC RTPI FUNCTIONAL REQUIREMENTS

{separate file for download}

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-790
FOR
CAD/AVL SYSTEM REPLACEMENT

ATTACHMENT B

PRICE SHEET

{separate file for download}