



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

REQUEST FOR PROPOSALS

SCOOT CAR RESERVATION SYSTEM

RFP KT 23-836

MAY 16, 2023

Proposals are due June 9, 2023 @ 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 # 23-836 SCOOT Car Reservations System

Scope of Work: Kitsap Transit (KT) is soliciting proposals from qualified vendors to provide, implement, and support replacing its current digital SCOOT Car Reservation system. This project is intended to improve Kitsap Transit operations and provide customers with a streamlined real-time smartphone and web based application for information on KT service.

Bidding Documents: Plans, specifications, and addenda for this project are available by contacting Michael Ricketts at michaelri@kitsaptransit.com.

Activity	Date and Time
Request for Proposals Released	May 16, 2023
Request for Clarification/Substitutions Due	5:00 PM June 2, 2023
Bid Due Date	2:00 PM June 9, 2023
Anticipated Notice to Proceed	*Week of July 16 th 2023

Pre-Proposal Meeting: No Pre-Proposal meeting is being offered for this project.

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 June 2, 2023** at: Kitsap Transit, Attn: Michael Ricketts, 60 Washington Ave., Ste. 200, Bremerton, WA 98337; or e-mail: michaelri@kitsaptransit.com.

Proposal Due Date: Proposals shall be emailed to: michaelri@kitsaptransit.com . All Proposals must be received before **2:00 PM June 9, 2023**. 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 June 9, 2023.** Responses shall be emailed to michaelri@kitsaptransit.com. The Subject line of the email must read: **RFP KT #23-836 SCOOT Car Reservation System**. 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 **June 2, 2023** to be considered in an Addendum. Written inquires shall be directed to KT via USPS or email:

Kitsap Transit
Attn: Michael Ricketts
60 Washington Ave., Ste. 200
Bremerton, WA 98337-1888
michaelri@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 Michael Ricketts of their intent to submit a proposal and register with Kitsap Transit’s Plan Holders List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on KT’s website at: <http://www.kitsaptransit.com/agencyinformation/procurement> during the Proposal period and before submitting your Proposal.

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

2.4 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 <https://www.kitsaptransit.com/uploads/pdf/projects/title-vi-and-lep-4-16.pdf> for the full text of the above Civil Rights statements.

2.8 Anticipated Calendar of Events

The activities and dates listed above in Section 1 represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Proposal date and Proposal 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

RFP Introduction

3.1 Kitsap Transit SCOOT Background

The Smart Commuter Option of Today (SCOOT) Program is a car sharing membership program that started in 2005 and designed to incentivize Smart Commuters – employees who commute in a non-single occupancy vehicle mode at least three days a week – by offering a car for running personal errands during a work shift.

The SCOOT fleet of cars are currently reservable on a web platform powered by Invers CocoSoft software. SCOOT cars receive reservations through Invers iBoxx firmware which uses 4G technology. The current system for reserving vehicles has been in place since 2005 and will be discontinued in 2024. We currently have 7 vehicles. Service is free of charge, so no payment or invoicing is required.

3.2 Scope of Work and Deliverables

Kitsap Transit is seeking a modern reservation and corresponding vehicle hardware system with a customer-facing app and administrator portal. The intention is to streamline both the customer-facing portion utilizing smartphone apps and the administrator side with reports on usage, vehicle health and vehicle status. Information on vehicles, including location, should be available in real time via the administrator portal. The system should be expandable, to grow with the program.

- Hardware and software necessary to successfully complete listed deliverables
 - Verizon cell network for connectivity for on-board equipment (Required)
 - Automatically assign vehicle based on location and battery life selected to rotate usage of fleet
 - Hosted or cloud-based software solution
- Technical and customer support during Kitsap Transit business hours
- Real Time Fleet Management
- User-facing mobile application and desktop computer based
 - Customer and administrator to have the ability to create and cancel multiple reservations at a time
 - Configurable reservation windows
 - Setting hours that vehicle may be borrowed for each vehicle or location
 - Creating non-reservable space between reservations
 - In vehicle or application-based check in/check out system for vehicle to be used
 - Pre-Trip inspection reporting – in vehicle or application-based report of vehicle condition and fuel level prior to trip taken by customer
 - Damage or accident reporting (application-based)
 - Information collection (location, time, etc.)
 - Ability to insert saved photos or to take photo through the app of the damage
 - Insurance or contact information from another vehicle or person (if applicable)

- Administrator interface
 - Telematics - reporting for usage and mileage for each vehicle
 - Reporting for vehicle health for each vehicle
 - Real-time vehicle information (i.e., reservation/use status, location, battery life, fuel level, and events such as collisions, hard breaking and excessive speeding)
 - Customer registration approval/denials
 - Reporting on individual customer usage details
 - Notification of excessive unused and non-cancelled reservations to administrator
- Customer interface
 - Customer registration
 - Reservation creation/cancellation
 - Overbooking prevention (not allowing customer to double book over an existing reservation)
 - Customer dashboard showing time/date of upcoming reservations
 - Automatic reminders of vehicle return time (i.e., your vehicle is due back in 15 minutes)
 - Vehicle evaluation survey – post use
- Access to reserved vehicle without smartphone (REQUIRED)
- Expandable system for fleet growth.
- Ability to access vehicles using ORCA RFID / NFC cards (OPTIONAL DELIVERABLE)
- Remote start (OPTIONAL DELIVERABLE)

4 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.

4.1 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.

4.2 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.

4.3 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 sixteen hundred (1600) point scale in accordance with the Evaluation Criteria set forth below:

No.	Criterion	Max Points
1	Vendor Background and Experience	100
2	Vendors Understanding, Methodology, and Approach with Schedule	200
3	Vendors Proposed Staff Qualifications	100
4	Proposed Solution and Technology Used	300
5	Cost	300
Total Possible Points:		1000

1. **Vendor Background and Experience (100 points):**
 - Proposers 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.

2. **Vendor Understanding, Methodology, and Approach with Schedule (200 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
 - Ability 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) if applicable.

3. Vendors Proposed Staff Qualifications (100 points)

- Key staff experience in implementing reservation system 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
- Years of experience of key staff with vendor and proposed products/systems
- Proposed staffing coverage with skilled individuals for key staff categories

4. Proposed Solution and Technology Used (300 points)

- Suitability of overall solution and proposed systems architecture for intended purpose
- Suitability of any proposed hardware for operations.
- Suitability and functionality of software for intended purpose
- Clear description of areas of custom or additional vendor development to achieve compliance with requirements.
- Completeness and consistency with required needs in Scope of Work with each System Requirement. Proposer shall annotate each requirement mentioned in the Scope of Work with 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.
- Quality of on-going customer support services and processes

- 5. Price Proposal/Cost (300 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.

5 Instructions for responding to technical requirements

A compliance matrix format is used for the system requirements in Attachment C 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.

6 Period of Performance

The term of the Contract shall be from Notice to Proceed till implementation and acceptance of work completed.

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
SCOOT CAR RESERVATION SYSTEM

Attachment A

Bidder's Affidavit

Attachment A

BIDDERS AFFIDAVIT

BIDDER'S AFFIDAVIT PROJECT KT #23-836

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 _____, 2023.

Notary Public in and for the State of _____,

residing in _____

Signature: _____

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

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-790
FOR
SCOOT CAR RESERVATION SYSTEM

Attachment B

Sample Agreement

KITSAP TRANSIT

CONSULTANT AGREEMENT

KT # 21-XXX

{Project Title}

KITSAP TRANSIT

60 Washington Ave., Ste. 200
Bremerton, Washington 98337
(360) 824-4905
(360) 377-7086 Facsimile

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KITSAP TRANSIT

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 22nd day of July, 20xx, by and between KITSAP TRANSIT, a Washington municipal corporation, hereinafter referred to as "TRANSIT", and **Awarded Vendor**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

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

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, TRANSIT and CONSULTANT agree as follows:

ARTICLE 1 **OVERALL PROJECT**

1.1 RELATIONSHIP OF PARTIES

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

1.2 GENERAL SCOPE OF SERVICES

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

Exhibit A: _____, Project KT #21-xxx

Released: date

Exhibit B:

Released: date

Exhibit C: Awarded Vendor Proposal

Issued: Date

1.3 TERM OF THE AGREEMENT

CONSULTANT shall not begin work under the terms of this Agreement until authorized by the signing of this Agreement. The services under this Agreement are directly related to and shall be coordinated with the Project Schedule.

The established completion time shall not be extended because of any delays attributable to CONSULTANT, but may be extended by TRANSIT in the event of a delay attributable to TRANSIT or because of unavoidable delays caused by an Act of God, governmental actions or other conditions beyond the control of CONSULTANT.

ARTICLE 2

GENERAL PROVISION

2.1 ASSIGNMENT/SUBCONTRACTING

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

2.2 ATTORNEYS FEES AND COSTS

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

2.3 CHANGES

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

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

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

2.4 COMMUNICATIONS

Communications in connection with this Agreement shall be in writing and shall be delivered personally; or by facsimile, or by regular, registered, or certified mail addressed to the TRANSIT Representative designated to receive such communications. Communications shall be considered received at the time actually received by the addressee. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. All telephone communication shall be directed to the Project Manager (designated representative) as appropriate.

2.5 DISPUTE RESOLUTION

TRANSIT's Protest and Appeal Procedures (ATTACHMENT C of the RFQ) are to be used for the resolution of disputes.

2.6 JURISDICTION

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

2.7 RESERVED

2.8 MEDIATION

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

2.9 NOTICE

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

2.10 REQUESTS FOR ARBITRATION

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

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

2.11 SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

2.12 TERMINATION

- A. **TERMINATION FOR CONVENIENCE:** The performance of work under this Agreement may be terminated by TRANSIT in accordance with this clause in whole, or from time-to-time in part, whenever TRANSIT shall determine that such termination is in its best interests. Any such termination shall be effected by delivery to the CONSULTANT of a Notice of

Termination specifying the extent to which performance of service under the Agreement is terminated, and the date upon which such termination will become effective.

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

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

- B. TERMINATION FOR DEFAULT:** TRANSIT may, by written notice of default to the CONSULTANT, terminate the whole or any part of this Agreement if the CONSULTANT fails to perform the services within the time specified herein or any extension thereof; or if the CONSULTANT fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) business days (or such longer period as TRANSIT may authorize in writing) after receipt of notice from TRANSIT specifying such failure.

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

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

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

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

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

2.13 TREATMENT OF ASSETS

Title to all property furnished by TRANSIT shall remain in the name of TRANSIT and TRANSIT shall become the owner of the work product and other documents, if any, prepared by CONSULTANT pursuant to this Agreement unless otherwise expressly provided herein.

ARTICLE 3
COMPENSATION, PAYMENTS AND RECORDS

3.1 ACCOUNTING RECORDS

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

3.2 AUDIT AND INSPECTION OF RECORDS

TRANSIT, the State Auditor, the Comptroller General for the United States, or any of their duly authorized representatives, shall, until three (3) years after final payment under this Agreement or for any shorter period specified, have access to and the right to examine any of the CONSULTANT's directly pertinent books, documents, papers or other records involving transactions related to this Agreement, and may request copies of specific documents at no charge to TRANSIT. These same requirements apply for any subconsultant.

3.3 CHANGE ORDER PROCEDURE

A. Oral change orders are not permitted. No change in this Agreement shall be made unless Kitsap Transit's Project Manager (designated representative) gives his/her prior written approval thereto. The CONSULTANT shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by Kitsap Transit's Capital Development Director.

B. Exhibit (C) includes a firm fixed fee price and the schedule for the work to be performed. This proposal is accepted and may be modified by negotiations between the CONSULTANT and Kitsap Transit's Project Manager. At that time, both parties shall execute a detailed modification in writing.

Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Agreements Dispute Resolution Clause (ATTACHMENT C of the RFQ).

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

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

3.4 COMPENSATION AND METHOD OF PAYMENT

- A. Payments for services provided hereunder shall be made following the performance of such service, unless otherwise permitted by law and approved in writing by TRANSIT. No payment shall be made for any service rendered by CONSULTANT except for services identified and set forth in this Agreement.
- B. TRANSIT shall pay CONSULTANT for work performed under this Agreement compensation on a fixed fee not-to-exceed basis as described in EXHIBIT (C) attached hereto and made a part hereof.
- C. Payments shall be made following presentation of CONSULTANT invoices and progress report. Invoices shall be prepared monthly on the basis of the work described in EXHIBIT A estimated to be completed that month and at a percentage of the total cost of services to be performed.

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

3.5 OWNERSHIP OF DOCUMENTS

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

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

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

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

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

3.6 PATENT RIGHTS

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

3.7 INDEPENDENT CONSULTANT RELATIONSHIP

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

3.8 WARRANTY OF TITLE

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

ARTICLE 4

TRANSIT PROVISIONS

4.1 PROCUREMENT OF, ARCHITECTURAL ENGINEERING, DESIGN, OR RELATED SERVICES

In acquiring architectural, engineering, design or related services, Transit agrees to comply with the requirements of 49 U.S.C. §5325(d), by contracting for architectural, engineering, design or related services in the same way as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 *et seq.*, or an equivalent qualifications-based requirement of the state. Provided a sufficient number of qualified firms are eligible to compete for the third party contract, geographic location may be a selection criterion. This section does not apply to the extent a state has adopted or adopts by law formal procedures for procuring those services.

4.2 INFORMATION

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

4.3 STATEMENT OF FINANCIAL ASSISTANCE

This Agreement is subject to receipt of financial assistance by TRANSIT from the Federal Transit Administration. TRANSIT shall arrange such assistance or other funding prior to authorizing the work of this Agreement to start. In the event the work of this Agreement is started and such

financial assistance or other funding is not available, TRANSIT may terminate this Agreement in accordance with Article 2.12 Termination for Convenience.

4.4 TRANSIT'S DESIGNATED REPRESENTATIVE

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

ARTICLE 5
INSURANCE PROVISIONS

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

- 5.1.** Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all CONSULTANT's employees who perform under this Agreement.
- 5.2** Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired; with limits for bodily injury or death not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.
- 5.3** Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within one week after the execution of this Agreement. CONSULTANT' shall agree to give TRANSIT thirty -(30) days written notice of cancellation in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve CONSULTANT from liability in excess of such coverage. TRANSIT shall be specifically included as an additional insured in the insurance coverage required by this section. Notwithstanding, TRANSIT reserves all claims or rights of action against CONSULTANT as if TRANSIT were not named in the subject policy or policies.
- 5.4** Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

ARTICLE 6
SCHEDULE

6.1 SCHEDULE FOR THE WORK

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

6.2 NOTIFICATION OF DELAY

The CONSULTANT shall notify the TRANSIT designated representative as soon as the CONSULTANT has, or should have, knowledge that an event has occurred, which will delay deliveries. Within

five (5) calendar days, the CONSULTANT shall confirm such notice in writing, furnishing as much detail as possible.

ARTICLE 7

LABOR PROVISIONS

7.1 SAFETY AND HEALTH STANDARDS

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

7.2 DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

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

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

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

ARTICLE 8

CONSULTANT PROVISIONS

8.1 CONSULTANT RESPONSIBILITY FOR QUALITY

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services which shall mean such services not meeting the standard of care as defined in Section 1.2 of this Agreement.
- B. Neither TRANSIT's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

8.2 COMPLIANCE WITH LAWS

- A. CONSULTANT, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs, accreditation, and licensing of individuals. The CONSULTANT shall comply with any other standards or criteria as described in this Agreement to assure quality of services.
- B. CONSULTANT specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.
- C. This Agreement shall be governed by the pertinent requirements included in Federal Transit Administration Circular 4220.1F as amended and the attached CERTIFICATIONS

8.3 DEBARRED BIDDERS

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

8.4 HOLD HARMLESS AND INDEMNIFICATION

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

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

8.5 PAROL AGREEMENT

All prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof which are inconsistent with this Agreement

are hereby superseded. No amendment hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized representative of the Party sought to be bound thereby. No provision of this Agreement is intended or shall be construed to be for the benefit of any third party.

8.6 PROHIBITED INTEREST

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

8.7 SEVERABILITY

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

8.8 SUCCESSORS

TRANSIT and CONSULTANT respectively bind themselves, their partners, successors, assigns and legal representatives to the other party in respect to covenants, agreement and obligations contained in the Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

8.9 SURETIES

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

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

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

KITSAP TRANSIT

AWARDED VENDOR

By: _____
John W. Clauson

By: _____
Name

Its: _____
Executive Director

Its: _____
Title

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

Address:

Date: _____

Date: _____

KITSAP TRANSIT
REQUEST FOR PROPOSALS # KT 22-790
FOR
SCOOT CAR RESERVATION SYSTEM

Attachment C

System Requirements Compliance Matrix

<u>System Requirements</u>	Exceeds Requirements (E), Fully Compliant (F), Complies with Intent (I), or Does Not Comply (N);
Verizon cell network for connectivity for on-board equipment	
Automatically assign vehicle based on location and battery life selected to rotate usage of fleet	
Hosted or cloud-based software solution	
Technical and customer support during Kitsap Transit business hours	
Real Time Fleet Management	
User-facing mobile application and desktop computer based	
Customer and administrator to have the ability to create and cancel multiple reservations at a time	
Configurable reservation windows	
Setting hours that vehicle may be borrowed for each vehicle or location	
Creating non-reservable space between reservations	
In vehicle or application-based check in/check out system for vehicle to be used	
Pre-Trip inspection reporting – in vehicle or application-based report of vehicle condition and fuel level prior to trip taken by customer	
Damage or accident reporting (application-based)	
Information collection (location, time, etc.)	
Ability to insert saved photos or to take photo through the app of the damage	
Insurance or contact information from another vehicle or person (if applicable)	
Administrator interface	
Telematics - reporting for usage and mileage for each vehicle	
Reporting for vehicle health for each vehicle	
Real-time vehicle information (i.e., reservation/use status, location, battery life, fuel level, and events such as collisions, hard breaking and excessive speeding)	

Customer registration approval/denials	
Reporting on individual customer usage details	
Notification of excessive unused and non-cancelled reservations to administrator	
Customer interface	
Customer registration	
Reservation creation/cancellation	
Overbooking prevention (not allowing customer to double book over an existing reservation)	
Customer dashboard showing time/date of upcoming reservations	
Automatic reminders of vehicle return time (i.e., your vehicle is due back in 15 minutes)	
Vehicle evaluation survey – post use	
Access to reserved vehicle without smartphone (REQUIRED)	
Expandable system for fleet growth.	
Ability to access vehicles using ORCA RFID / NFC cards (OPTIONAL DELIVERABLE)	
Remote start (OPTIONAL DELIVERABLE)	