



**60 Washington Ave, Suite 200
Bremerton, WA 98337
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REQUEST FOR PROPOSALS

Electric Bus Infrastructure Study

RFP KT #22-759

March 7, 2022

Proposals are due March 18, 2022 @2:00 P.M

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Proposals.



Proposer's Checklist

Solicitation Number: KT #22-759
Solicitation Name: Electric Bus Infrastructure Study
Due Date and Time: March 18, 2022 @ 2:00PM

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

Letter of Transmittal	
Proposer's Affidavit	

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

Signature: _____ Date: _____

Printed Name and Title: _____

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Section 1: RFP Introduction

Request for Proposals

KT #22-759 Electric Bus Infrastructure Study

1.1 Scope of Work

Kitsap County Public Transportation Benefit Area Authority (KT) is looking for a vendor to review and deliver an appendix that consolidates information in our current Electric Bus Infrastructure Study.

1.2 Proposal Documents

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

1.3 Pre-Proposal Meeting

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

1.4 Questions and Request for Clarifications

All questions, requests for information, and Pre-Proposal material substitutions, must be submitted in writing and received by **February 18, 2022** at: Kitsap Transit, Attn: Michael Ricketts, 60 Washington Ave., Ste. 200, Bremerton, WA 98337; or e-mail: michaelri@kitsaptransit.com.

1.5 Time for Completion

It is anticipated that the Contractor shall work diligently on the completion of the scope of work. Proposals should reflect a start date of **March 25, 2022**. No work shall begin on this Contract until a receipt of the Notice to Proceed. Contractors beginning Work before the Notice is received, do so at their own risk.

1.6 Proposal Due Date

Proposals shall be emailed to: michaelri@kitsaptransit.com. All Proposals must be received before **2:00 PM March 18, 2022**. Late Proposals will not be considered. Proposers will receive a confirmation of receipt when Proposal is received.

End of Section 1

Section 2: Instructions to Proposers

2.1 Definitions

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

ARO: After Receipt of Order/Purchase Order

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

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

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

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

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

RFP: is an abbreviation meaning Request for Proposals.

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

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

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

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

This RFP provides details of what is required when submitting a Proposal for the Work, how 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.

2.2 Proposal Due Date

Emailed Proposals must be received NO LATER THAN **2:00 P.M. local time**, on **March 18, 2022**. Responses shall be emailed to michaelri@kitsaptransit.com. The Subject line of the email must read: **RFP KT #22-759 Electric Bus Infrastructure Study**. Late proposals will not be considered.

2.3 Requests for Information (RFI), Communications and Addenda

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

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

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing and received NO LATER THAN **5:00 P.M.** on **March 11, 2022** to be considered in an Addendum.

2.4 Plan Holders List

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

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

2.5 Reserved

2.6 Payment

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

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

All payments to Contractor shall be remitted by US mail.

Invoices shall be mailed to:

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

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

2.7 Disadvantaged Business enterprise Goal

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a “level playing field” for ready, willing and able DBEs seeking to participate in federally-assisted contracts. KT’s DBE goal for federal fiscal year 2021 through 2023 is two point nine two percent (2.92%) the full text of which may be found at

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

2.8 Title VI

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

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

2.9 Anticipated Calendar of Events

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

Activity	Date and Time
Request for Proposals Released	March 7, 2022
Request for Clarification/Substitutions Due	March 11, 5:00 PM
Proposals Due Date	March 18, 2022 2:00 PM
Anticipated Contract Award Date	*March 25, 2022
Anticipated Notice to Proceed	*April 1, 2022

2.10 General Information for Proposers

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

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

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

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

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

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

2.11 Cancellation or Extension

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

2.12 Modifications

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

2.13 Withdrawal

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

2.14 Award

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

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

All proposals and submissions become the property of KT and are subject to public disclosure, unless certain provisions as described in Section 4 pertain.

End Section 2

Section 3: Proposal Contents and Evaluation

3.1 General Requirements

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate, decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8 ½" by 11" format with foldouts from this basic size utilized as necessary. Proposal submittal requirements are described below.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- A.** Original Shall be printed single sided and all copies should be printed double sided
- B.** Respondents should submit materials in a format which allows for easy removal and recycling of paper materials
- C.** Unnecessary samples, attachments, or documents not specifically asked for should not be submitted

3.2 Proposal Content and Requirements

A. Letter of Transmittal

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

Letter to be addressed to the Purchasing Specialist as follows:

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

Letters of transmittal must include:

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

- A statement outlining any assumption that were made while developing the Proposal
- A statement acknowledging the receipt of any issued addenda

B. Experience and Qualification

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

Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to this project, including their specific responsibilities and individual qualifications. Proposer shall also provide similar information for all sub-consultants that will be utilized for this project.

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

C. Past Experience

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

D. Project Approach and methodology with Project Schedule

The Proposer shall provide a narrative description of their approach to this project. The narrative shall include:

- Description of Proposers ability to undertake the scope of work. Proposer should detail current and anticipated capacity for period of performance
- Describe the methods and techniques the Proposer will employ to accomplish the scope of work
- Identify information and support required from KT staff (if necessary)

The Proposer shall provide a detailed proposed Project Schedule for this project. All major milestones, tasks, and deliverables should be listed. The schedule should assume a Notice to Proceed issued on April 1st, 2022.

The Contractor should be aware that the schedule presented in their Proposal will be used to measure Contractor's performance and compliance. Assumptions used to

assemble the proposed schedule should be clearly articulated including any information or resources that KT will need to provide to maintain the schedule.

E. Cost Proposal

Proposer shall submit a Cost Proposal on company letterhead that outlines the total cost to provide the entire scope of work. The Cost Proposal shall also outline any assumptions that the Contractor has made in the development of their Cost Proposal.

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

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

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

F. Supplemental Forms

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

- Attachment B Bidder's Affidavit

4.3 Proposal Evaluation

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

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

KT reserves the right to award the contract to that Proposer who will best serve the interest of KT. KT reserves the right based upon its deliberations and in its opinion, to accept or

reject any or all proposals. KT also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

4.4 Evaluation Criteria

The most highly qualified Proposer will be selected using the weighted criteria below.

1. Experience and Qualifications	300
2. Past Experience	300
3. Project Approach	200
4. Cost	200
Total	1000

End Section 3

Section 4: Proposal as Public Records

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

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

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

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

END OF SECTION 4

Section 5: General Provisions

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

5.1 Conflicts of Interest

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

A. Organizational Conflicts of Interest

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

5.2 Debarment and Suspension

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

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

5.3 Defective Materials or Services

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

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

5.4 Subcontracts

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

5.5 Insurance Requirements

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

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

- Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired; with limits for bodily injury or death not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.
- Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within one week after the execution of this Agreement. CONSULTANT' shall agree to give TRANSIT thirty (30) days written notice of cancellation in coverage below the limits set forth herein.
- Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

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

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

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

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

5.6 Limitation of Liability

- A. Non-conforming Services** – For any services which fail to conform to the scope of the Contract and such failure is caused solely by the negligence of the Contractor, no charge will be invoiced to KT. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each.
- B. Damages** – Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.
- C. Third Party Claims** – In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

5.7 Taxes

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

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

5.8 Confidentiality

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

5.9 Contract Documents

The successful Proposer will receive an award package from KT that includes the Final Award Notice, two original duplicates of the Contract for signature, and other documents as required. Contractor must immediately sign and return all requested documents to KT within ten (10) calendar days, unless indicated otherwise, or KT may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and/or bonding agent to immediately obtain the required documents. *A sample contract for services is provided to inform submitters of the expected terms and conditions required by Kitsap Transit. The contract is provided for information only and does need to be returned with the proposal submission. (See Attachment B)*

5.10 Failure to Execute Contract

Should the awarded Contractor fail to execute the Contract within ten (10) days from the Final Award Notice date, KT may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from KT's proposal list for any future contracting opportunities.

END OF SECTION 5

KITSAP TRANSIT

REQUEST FOR PROPOSALS KT #22-759

FOR

Electric Bus Infrastructure Study

ATTACHEMENT A - SCOPE OF WORK

Attachment A

STATEMENT OF PURPOSE:

Vendor will provide an appendix to KT's Electric Bus Infrastructure Study that will consolidate information of the study into one document.

GENERAL BACKGROUND:

In 2020, Kitsap Transit (KT) completed an Electric Bus Infrastructure Study. Kitsap Transit plans to further invest in electric buses and charging stations. On December 1, 2021, the Federal Transit Administration issued a dear colleague letter outlining the requirement for applicants of the Low or No Emission Program under Section 5339(b) provide a Zero-Emission Transition Plan.

The letter further clarifies that: "FTA acknowledges that applicants may already have this information available. However, applicants should consolidate this information into a single document for the purpose of applying for zero-emission vehicles under the Grants for Buses and Bus Facilities Competitive and Low or No Emission Programs."

Kitsap Transit's Electric Bus Infrastructure Study contains much of the information request in the dear colleague letter. The scope of work contains the requested information from the dear colleague letter.

Kitsap Transit is positioned to grow electrification supporting fast ferry service to Seattle and increases fixed route bus service throughout the County.

Project Understanding

Kitsap Transit is requesting that the existing Electric Bus Infrastructure Study be reviewed and updated through an appendix to meet the requirements of the dear colleague letter as outlined in the Scope of Work. A copy of the letter is attached to this request.

Scope of Services:

Appendix must include:

5. Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current request for resources and future acquisitions.
6. Address the availability of current and future resources to meet costs for the transition and implementation.
7. Consider policy and legislation impacting relevant technologies.
8. Include an evaluation of existing and future facilities and their relationship to the technology transition.
9. Describe the partnership of the applicant with the utility or alternative fuel provider.
10. Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to

operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.

End Scope

KITSAP TRANSIT

REQUEST FOR PROPOSALS KT #22-759

FOR

Electric Bus Infrastructure Study

ATTACHEMENT B – PROTEST AND APPEAL POLICY

Attachment B

Protest and Appeal Policy

Who May Protest or Appeal

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

Timing of Protest

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

Basis of Protest

Protests must be based on the following criteria:

- a. A matter of bias, discrimination, or conflict of interest
- b. Non-compliance with procedures described in the procurement documents
- c. Error in computing scores

Protest Form and Content

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

Protest Procedure

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

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and an independent Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision. In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

Failure to Comply with Requirements

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

Protests to the Federal Transit Administration

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

Exhausted Administrative Remedies

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

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

END PROTEST POLICY

KITSAP TRANSIT

INVITATION FOR PROPOSALS KT #22-759

FOR

Electric Bus Infrastructure Study

ATTACHEMENT C - SAMPLE AGREEMENT

KITSAP TRANSIT

CONSULTANT AGREEMENT

KT #19-634

2019 Classification and Compensation Study

KITSAP TRANSIT

60 Washington Ave., Ste. 200

Bremerton, Washington 98337

(360) 824-4905

(360) 377-7086 Facsimile

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KITSAP TRANSIT CONSULTANT AGREEMENT

ARTICLE 1 OVERALL PROJECT

1.1 RELATIONSHIP OF PARTIES

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

1.2 GENERAL SCOPE OF SERVICES

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

Exhibit A: Request for Qualification, Project KT #xx-xxx

Released: 00/00/20__

Exhibit B: Addenda 1 Project KT #xx-xxx

Released: 00/00/20__

Exhibit C: {Consultant} Proposal to RFP KT #xx-xxx

Issued: 00/00/20__

1.3 TERM OF THE AGREEMENT

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

ARTICLE 2

GENERAL PROVISION

2.1 ASSIGNMENT/SUBCONTRACTING

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

2.2 ATTORNEYS FEES AND COSTS

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

2.3 CHANGES

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

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

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

2.4 COMMUNICATIONS

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

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

2.5 DISPUTE RESOLUTION

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

2.6 JURISDICTION

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

2.7 RESERVED

2.8 MEDIATION

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

2.9 NOTICE

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

2.10 REQUESTS FOR ARBITRATION

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

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

2.11 SEVERABILITY

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

2.12 TERMINATION

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

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

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

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

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

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

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

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

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

2.13 TREATMENT OF ASSETS

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

ARTICLE 3

COMPENSATION, PAYMENTS AND RECORDS

3.1 ACCOUNTING RECORDS

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

3.2 AUDIT AND INSPECTION OF RECORDS

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

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

1.2 CHANGE ORDER PROCEDURE

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

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

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

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

1.3 COMPENSATION AND METHOD OF PAYMENT

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

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

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

1.4 OWNERSHIP OF DOCUMENTS

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

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

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

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

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

1.5 PATENT RIGHTS

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

1.6 INDEPENDENT CONSULTANT RELATIONSHIP

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

1.7 WARRANTY OF TITLE

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

ARTICLE 4 **TRANSIT PROVISIONS**

4.1 RESERVED

4.2 INFORMATION

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

4.3 STATEMENT OF FINANCIAL ASSISTANCE

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

4.4 TRANSIT'S DESIGNATED REPRESENTATIVE

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

ARTICLE 5

INSURANCE PROVISIONS

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

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

5.2 Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired; with limits for bodily injury or death not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.

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

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

ARTICLE 6

SCHEDULE

6.1 SCHEDULE FOR THE WORK

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

6.2 NOTIFICATION OF DELAY

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

ARTICLE 7 LABOR PROVISIONS

7.1 SAFETY AND HEALTH STANDARDS

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

7.2 DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

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

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

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

ARTICLE 8

CONSULTANT PROVISIONS

CONSULTANT RESPONSIBILITY FOR QUALITY

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

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

8.2 COMPLIANCE WITH LAWS

A. CONSULTANT, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs, accreditation, and licensing of individuals. The CONSULTANT shall comply with any other standards or criteria as described in this Agreement to assure quality of services.

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

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

8.3 DEBARRED PROPOSERS

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

8.4 HOLD HARMLESS AND INDEMNIFICATION

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

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

8.5 PAROL AGREEMENT

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

8.6 PROHIBITED INTEREST

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

8.7 SEVERABILITY

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

8.8 SUCCESSORS

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

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

8.9 SURETIES

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

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

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

KITSAP TRANSIT

By: _____

John W. Clauson

Its: Executive Director

Address: 60 Washington Ave., Ste. 200

Bremerton, WA 98337

Date: _____

CONTRACTOR

By: _____

Its: _____

Address: _____

Date: _____

End Sample

KITSAP TRANSIT

REQUEST FOR PROPOSALS KT #22-759

FOR

Electric Bus Infrastructure Study

ATTACHEMENT D - PROPOSER'S AFFIDAVIT

ATTACHEMENT D

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT PROJECT KT #22-759

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Proposer affirms that in connection with this Proposal:

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

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

Authorized Signature

Date

Printed Name & Title

Company Name

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

KITSAP TRANSIT

REQUEST FOR PROPOSALS KT #22-759

FOR

Electric Bus Infrastructure Study

EXHIBIT 1 - FTA Fleet Transition Plan for Zero Emission Competitive Applications Memo



U.S. Department
of Transportation

Federal Transit
Administration

Administrator

1200 New Jersey Avenue, SE
Washington, DC 20590

December 1, 2021

Dear Colleague:

This letter provides an update regarding the Federal Transit Administration's (FTA) implementation of the Grants for Buses and Bus Facilities Competitive Program (49 U.S.C. § 5339(b)) and the Low or No Emission Program (49 U.S.C. § 5339(c)). The Bipartisan Infrastructure Law (BIL), Pub. L. 117-58, signed by the President on November 15, 2021, amended the statutory provisions for these programs to include the requirement that any application for projects related to zero-emission vehicles include a Zero-Emission Transition Plan.

It is FTA's intent, through this letter, to provide information in advance of the Notice of Funding Opportunity (NOFO) for these programs so applicants may better prepare documentation to meet this requirement.

A Zero-Emission Transition Plan must, at a minimum:

1. Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current request for resources and future acquisitions.
2. Address the availability of current and future resources to meet costs for the transition and implementation.
3. Consider policy and legislation impacting relevant technologies.
4. Include an evaluation of existing and future facilities and their relationship to the technology transition.
5. Describe the partnership of the applicant with the utility or alternative fuel provider.
6. Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.

FTA acknowledges that applicants may already have this information available. However, applicants should consolidate this information into a single document for the purpose of applying for zero-emission vehicles under the Grants for Buses and Bus Facilities Competitive and Low or No Emission Programs.

The cost of developing a transition plan is eligible under the planning programs (49 U.S.C. § 5305) as well as under the urbanized area formula (49 U.S.C. § 5307) and rural area formula programs (49 U.S.C. § 5311). When developing their transition plan, transit agencies may want to consider the information contained in the Guidebook for Deploying Zero-Emission Transit Buses recently published by the Transit Cooperative Research Program (<http://nap.edu/25842>).

End Exhibit 1

KITSAP TRANSIT

REQUEST FOR PROPOSALS KT #22-759

FOR

Electric Bus Infrastructure Study

EXHIBIT 2 – Kitsap Transit Electric Bus Infrastructure Study

Kitsap Transit Bus Electrification Study
February, 2020 – Please See Attached Exhibit 2



**Electric Bus Infrastructure
Study – Final**

Kitsap Transit

Kitsap County, WA

February 3, 2020

