



# **Request for Proposal**

**RFP # 2019 - 228**

## **Operator Uniforms**

**Proposal Submission Deadline:  
Wednesday, July 17, 2019  
no later than 12 PM PST**

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## Part 1 – Introduction

Whatcom Transportation Authority (WTA) Public Transportation Benefit Area (PTBA), defined by RCW 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington. Whatcom County is in the northwest corner of Washington State. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 31 vanpools.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at [www.ridewta.com](http://www.ridewta.com).

WTA is currently seeking a full-service provider for Operator Uniforms.

Proposers are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for Proposers who are not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to public disclosure after award.

Throughout this RFP the terms vendor, Contractor, and Proposer are used interchangeably. In general, the term Proposer means those who submit a proposal in response to this RFP, while a Contractor is a Proposer who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

## Part 2 – Scope of Work

### 2. A Introduction

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated.

WTA employs over 260 employees, consisting of a General Manager, operators, fleet maintenance, administrative, and support services personnel.

Uniformed staff is currently made up of 123 male and 62 female employees. WTA adds new uniformed operators every quarter in varying numbers depending on predicted service needs.

Other WTA staff may also purchase logoed items accounting for approximately \$2,500 annually.

### 2. B Background

In 2014, WTA introduced new uniforms to its transit operations staff (See 2. D). Staff are provided a uniform allowance as part of WTA's Collective Bargaining Agreement. Allowance can be used towards the purchase of new or replacement uniform items. Each allowance is subject to change with current and future labor negotiations. Current yearly allowances are:

- Operator \$300.
- Fixed Route Customer Service Representative \$200.

Allowances reset each calendar year and may not be transferred among employees.

New employees receive an initial issue of items that include a minimum of:

- Waterproof Jacket
- Vest
- Softshell Jacket
- Light Rain Jacket
- 5 Pants
- 5 Shirts
- 2 Caps

WTA maintains a uniform room with samples of all available products. Employees are able to try on items before they order to ensure size adequacy, as items are embroidered/hemmed and cannot be returned. New employee orders are placed by WTA's Project Manager. After the initial order, employees may then order their uniform items via

an online web portal which tracks and displays their uniform balance. Delivery is expected to occur within twenty one (21) days from date of order confirmation.

WTA has faced a number of challenges to its uniform program that are expected to be resolved by the successful proposal. All Proposers should address how it/he/she would assure that the following difficulties will not occur: The ordering portal is often updated where items are added or deleted with no notice to WTA staff, or the website does not perform adequately; incorrect items, sizes, and/or quantities are sent and WTA experiences a high amount of sewing mistakes each month; and contracted garments are often discontinued with little to no notice to WTA leaving gaps in the uniform offering. Staff administrative time to remedy and follow-up on errors is significant. Employees are sent home when not in uniform which requires an alternate driver to be called in at substantial expense to the agency.

## **2. C Technical Requirements**

Proposed uniforms must be for products that are consistent with the styles, materials, and color scheme outlined in 2.D.1 to provide continuity in appearance. WTA reserves the right throughout the term of the Contract to add to, delete, change, and evaluate other products, and to obtain substitute products and service when necessary. Any changes in uniform items provided under the Contract shall be approved in advance by the WTA Project Manager(s).

If special orders for non-common items are not available from the original manufacturer, Contractor must have the capability to identify other sources of supply to procure these items. The price of these garments will be established on a case-by-case basis.

Contractor will track the uniform allowance amounts used by each employee.

Logo will be high quality from digital image with high thread count and no loose threads.

Shipping will be based on FOB Destination. Freight charges will be prepay and add.

Uniform items will be received by WTA no less than twenty one (21) calendar days from order confirmation by Contractor. If any item is backordered from the manufacturer, Contractor will notify WTA within seven (7) days of original order date, and provide estimated delivery date. WTA reserves the right to cancel the order at its discretion. Failure to provide backorder notice within seven (7) days will be considered a breach of contract, and WTA may assess Liquidated Damages at its option for the period between when the notice was required to be received and when it actually was received.

Contractor will provide a website or dedicated website portal for WTA. At a minimum, the website will provide:

- Employee log-in & ordering capabilities
- Administrator balance adjustment permissions

- Administrator order approval permissions
- Reports for:
  - Open Orders
  - Orders by Item
  - Orders by Employee
  - Orders by Date
  - Orders by Order Number
  - Backorders

### **Alterations**

With the exception of hemming pants when originally ordered, all uniform alterations will be the responsibility of the individual Operators. Proposers will include the types of alterations available and the cost to WTA on the Proposal Cost Exhibit C. Alterations may include cutting pants to shorts, attaching reflective safety tape, etc.

All alterations shall be performed in a professional manner, including straight hems, even length on both legs, and finished edges on all hems. Pants hemmed with no cuff shall be finished to exact length of the individual WTA employee to the ½ inch; thread color will match the material color; garments will be pressed after alterations are completed. Alterations done incorrectly shall be re-altered and returned to WTA within seven (7) business days at no cost. Continued incorrect alterations will be considered a breach of contract, and WTA may assess Liquidated Damages at its option. If Liquidated Damages are assessed, they would accrue daily until the alteration(s) is done correctly and be based on the occurrence rather than per item.

### **Garment Fitting, Substitutions, Discontinuation, Unavailability**

#### ***Fitting:***

WTA is responsible for measuring and fitting all uniformed staff. Contractor(s) must supply one (1) each of all sizes and with at least one (1) of each color representation for each uniform item not already in WTA supply.

#### ***Substitutions:***

After award, Contractor must obtain WTA's written approval prior to making a substitution for any garment for any reason, including the inability to meet delivery requirements with the contracted garment. Failure to obtain prior written approval for substitutions will be considered a breach of contract and WTA may assess Liquidated Damages at its option. If Liquidated Damages are assessed, they would accrue daily until an approved substitution can be provided.

***Discontinued Garments:***

If a designated garment is no longer available from the manufacturer in the style or color(s) previously approved by WTA, a permanent substitution will be necessary. The Contractor will give thirty (30) calendar days advance written notice to WTA about pending unavailability and shall include a recommended substitution(s) description, color(s), price and any other pertinent information along with a sample garment. WTA reserves the right to accept or reject the Contractor's recommendation. Failure to notify WTA of discontinued items and/or failure to present a substitution will be considered a breach of contract and WTA may assess Liquidated Damages at its option. If Liquidated Damages are assessed, they would accrue daily until an approved substitution can be provided.

***Unavailable Garments:***

In the event the Contractor is unable to provide a lead time suitable for the continuity of WTA business, WTA reserves the right to obtain specific garments from another uniform supplier. Contractor will be assessed the difference in cost.

**2. D Scope of Work**

Part numbers and brands of the existing uniforms are provided. Proposers are asked to provide "Brand Name or Equal" for each item in the sizes listed. Colors listed are using the listed brand manufacturer color names. Proposed uniforms must be for products that are consistent with the new styles, materials, and color scheme to provide continuity in appearance. Refer to Part 3.K for information on submitting alternate items.

<b>Waterproof Jacket (Men's &amp; Women's) Sizes: XS - 4XL</b>	Fully seam-sealed with waterproof zippers <b>(Port Authority J322 &amp;L322)</b> <b>Color: Imperial Blue</b> <ul style="list-style-type: none"><li>• 100% nylon shell</li><li>• 3000MM fabric waterproof rating</li><li>• Waterproof zippered chest pocket</li><li>• Waterproof front zippered pockets</li><li>• Hood with draw cord and toggles for adjustability</li><li>• Logo: "WTA" embroidered on left chest</li></ul>
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<p><b>Black Soft Shell Jacket (Men's/Tall &amp; Women's)</b>  <b>Sizes: XS – 4XL,</b>  <b>Tall: LT-4XLT</b></p>	<p>Polyester stretch woven shell, which is then bonded to polyester microfleece with an added laminate film insert to repel water  <b>(Port Authority J790/TLJ790 &amp; L790)</b></p> <ul style="list-style-type: none"> <li>• 96/4 poly/spandex stretch woven shell</li> <li>• 100% polyester microfleece lining</li> <li>• 1000MM fabric waterproof rating</li> <li>• 1000G/M<sup>2</sup> fabric breathability rating</li> <li>• Two-way zipper</li> <li>• Zippered chest pocket</li> <li>• Logo: “WTA” embroidered on left chest</li> </ul>
<p><b>Black Soft Shell Vest (Men's &amp; Women's)</b>  <b>Sizes: XS – 4XL</b></p>	<p>3-layer construction consisting of a stretch windproof/water-resistant outer shell  <b>(Port Authority J325 / L325)</b></p> <ul style="list-style-type: none"> <li>• 100% polyester woven shell bonded to a water-resistant film insert</li> <li>• 100% polyester microfleece lining</li> <li>• 1000MM fabric waterproof rating</li> <li>• 1000G/M<sup>2</sup> fabric breathability rating</li> <li>• Reverse coil zippers</li> <li>• Front zippered pockets</li> <li>• Logo: “WTA” embroidered on left chest</li> </ul>
<p><b>Black Value Fleece Jacket (Men's &amp; Women's)</b>  <b>Sizes: XS – 4XL</b></p>	<p>13 ounce, 100% polyester fleece jacket  <b>(Port Authority F217 &amp; L217)</b>  <b>Colors:</b></p> <ul style="list-style-type: none"> <li>• Reverse coil zipper</li> <li>• Front zippered pockets</li> <li>• Twill-taped neck</li> </ul>
<p><b>Black Quilted Puffer Jacket (Men's &amp; Women's)</b>  <b>Sizes: XS – 4XL</b></p>	<p>Windproof, water resistant 100% nylon shell  <b>(Tri-Mountain J8260 &amp; JL8260)</b></p> <ul style="list-style-type: none"> <li>• Polyfill quilted lining</li> <li>• 100% polyester microfleece lining</li> <li>• 1000MM fabric waterproof rating</li> <li>• 1000G/M<sup>2</sup> fabric breathability rating</li> <li>• Underarm &amp; back vents</li> </ul>
<p><b>Variegated Ripstop Jacket (Men's &amp; Women's)</b>  <b>Sizes: XS – 6XL</b></p>	<p>Seam-sealed lightweight polyester cold weather jacket  <b>(Core-365 88185 &amp; 78185)</b></p> <ul style="list-style-type: none"> <li>• 100% polyester microfleece lining</li> <li>• 1000MM fabric waterproof rating</li> <li>• 1000G/M<sup>2</sup> fabric breathability rating</li> </ul>



<b>Black Fleece Lined Vest (Unisex)</b> <b>Sizes: XS – 6XL</b>	<p>Sporty water-resistant Taslan shell one side; the reverse side, wind-resistant and anti-pill 13 ounce 100% poly fleece.</p> <p><b>(Port Authority J7490)</b></p> <ul style="list-style-type: none"> <li>• Front and back vents with hook and loop closures</li> <li>• Elastic waistband</li> <li>• Nylon side is double stitched with zippered pockets</li> <li>• Fleece side has side seam pockets</li> <li>• Logo: “WTA” embroidered on left chest</li> </ul>
<b>Long Sleeve Dress Shirt</b> <b>Men's Sizes: XS – 6XL,</b> <b>Men's Tall: LT - 6XL</b>  <b>Women's Sizes:</b> <b>XS – 4XLT</b> <b>Women's Tall:</b> <b>LT – 4XLT</b>	<p>Long sleeve twill shirt  <b>(Tri-Mountain 770 &amp; 762)</b>  <b>Colors: Dark Maroon, Khaki &amp; White</b>  <b>*770 only – Color: Royal Blue - Sizes: No tall or extended sizes</b></p> <ul style="list-style-type: none"> <li>• 5.5 oz. 60% cotton/40% polyester blend</li> <li>• Teflon® fabric protector</li> <li>• Two-button cuff, yoke back</li> <li>• Logo: “WTA” embroidered on right upper sleeve</li> </ul>
<b>Long Sleeve Dress Shirt (Men's &amp; Women's)</b> <b>Sizes: XS – 6XL</b> <b>Tall: LT-4XLT</b>	<p>Long sleeve easy care shirt  <b>(Port Authority S608 &amp; L608)</b>  <b>Colors: Royal &amp; Teal Green</b></p> <ul style="list-style-type: none"> <li>• 4.5-ounce, 55/45 cotton/poly</li> <li>• Button-down collar</li> <li>• Logo: “WTA” embroidered on right upper sleeve</li> </ul>
<b>Short Sleeve Dress Shirt</b> <b>Men's Sizes: XS – 6XL</b> <b>Tall: LT-6XLT</b>  <b>Women's Sizes: XS – 4XL</b> <b>Tall: LT – 4XLT</b>	<p>Short sleeve twill shirt  <b>(Tri-Mountain 768 &amp; 761)</b>  <b>Colors: Dark Maroon, Khaki &amp; White</b>  <b>*768 Only – Color: Royal Blue</b></p> <ul style="list-style-type: none"> <li>• 5.5 oz. 60% cotton/40% polyester blend</li> <li>• Teflon® fabric protector to resist stains</li> <li>• Yoke back</li> <li>• Logo: “WTA” embroidered on right upper sleeve</li> </ul>
<b>Short Sleeve Dress Shirt</b> <b>Men's Sizes: XS – 6XL</b> <b>Tall: LT-3XL</b>  <b>Women's Sizes: XS – 4XL</b> <b>Tall: LT – 4XLT</b>	<p>Short sleeve easy care shirt  <b>(Port Authority S508 &amp; L508)</b>  <b>Colors: Royal &amp; Teal Green</b></p> <ul style="list-style-type: none"> <li>• 4.5-ounce, 55/45 cotton/poly</li> <li>• Open collar</li> <li>• Logo: “WTA” embroidered on right upper sleeve</li> </ul>
<b>Long Sleeve Polo Shirt (Men's &amp; Women's)</b> <b>Sizes: XS – 6XL</b> <b>Tall: LT-4XLT</b>	<p>Pique Long Sleeve Golf Shirt  <b>(Tri-Mountain 608 &amp; 602)</b>  <b>Colors: Dark Maroon, Khaki, White, Royal &amp; Jade</b></p> <ul style="list-style-type: none"> <li>• 8.2 oz. pique knit 60% cotton/40% polyester</li> <li>• Logo: “WTA” embroidered on right upper sleeve</li> </ul>

<b>Short Sleeve Polo Shirt (Men's &amp; Women's)</b> <b>Sizes: XS – 4XL</b> <b>Tall: LT-6XLT</b>	<b>Pique Short Sleeve Golf Shirt (Tri-Mountain 105 &amp; 102)</b> <b>Colors: Dark Maroon, Khaki, White, Royal &amp; Jade</b> <ul style="list-style-type: none"> <li>• 7 oz. 60% cotton/40% polyester</li> <li>• Logo: "WTA" embroidered on right upper sleeve</li> </ul>
<b>Economy Tunic Vest (Women's)</b> <b>Sizes: XS – 4XL</b>	<b>Long length tunic vest falling just below hip. (Edwards 7270)</b> <ul style="list-style-type: none"> <li>• 5 button closure</li> <li>• Open neckline</li> <li>• 2 front pockets</li> </ul>
<b>Black Cargo Pants (Men's &amp; Women's)</b> <b>Waist: 28-54/Size: 2-20</b> <b>Inseam: 28-36+</b>	<b>Taclite Pro Pant (5.11 Tactical 74273 &amp; 64360)</b> <ul style="list-style-type: none"> <li>• Tough, lightweight, and breathable 65% polyester and 35% cotton ripstop</li> <li>• Teflon fabric protector to repel water and stains</li> </ul>
<b>Black Cargo Shorts (Men's &amp; Women's)</b> <b>Waist: 30-44/Size: 2-20</b>	<b>Taclite Pro Short (5.11 Tactical 73287 &amp; 63071)</b> Tough, lightweight, and breathable, 65% polyester/35% cotton ripstop <ul style="list-style-type: none"> <li>• 9-1/2 inseam</li> </ul>
<b>Black Microfiber Pants (Men's &amp; Women's)</b> <b>Waist: 28-48/Size: 4-8w</b> <b>Inseam: 28-54+</b>	<b>Flat Front Pant (Edwards 2574 &amp; 8572)</b> 100% microfiber; 6.5 oz. wt. <ul style="list-style-type: none"> <li>• Hidden stretch waistband</li> <li>• Two front and two back pockets</li> <li>• Hook and eye closure, brass zipper</li> </ul>
<b>Black Microfiber Shorts (Men's)</b> <b>Waist: 28-54</b>	<b>Soft Touch Shorts (Edwards 2474)</b> <ul style="list-style-type: none"> <li>• 100% Microfiber, 7 oz. weight</li> <li>• Two front and two back pockets</li> <li>• Hook and eye closure, brass zipper</li> <li>• 9" inseam</li> </ul>
<b>Black Microfiber Shorts (Women's)</b> <b>Size: 4-24w</b>	<b>Flat Front Shorts (Edwards 8422)</b> <ul style="list-style-type: none"> <li>• 100% Microfiber; 7 oz. weight</li> <li>• Hook and eye closure, brass zipper</li> <li>• Two front and one back pocket</li> <li>• 9" – 9.5" inseam</li> </ul>

<b>Black Side Elastic Pants (Men's &amp; Women's)</b> <b>Waist: 28-48/Size: 4-24w</b> <b>Inseam: 28-36+</b>	<b>Red Kap Elastic Insert pant (Red Kap PT60BK &amp; PT61BK)</b> <ul style="list-style-type: none"> <li>• Fabric: 7.5 oz. Twill</li> <li>• Blend: 65% Polyester / 35% Cotton</li> <li>• Pocket: Two slack-style front pockets and two set-in hip pockets</li> <li>• Waistband: Self-fabric waistband, side elastic waist inserts</li> </ul>
<b>Black Sun Visor</b> <b>One size</b>	<b>Fashion Visor (SanMar CP45)</b> <ul style="list-style-type: none"> <li>• 3-panel visor has a self-fabric sweatband</li> <li>• The front panel measures 2.36'h x 6.1'w</li> <li>• Fabric: 100% washed cotton twill</li> <li>• Closure: Hook and loop</li> <li>• Logo "WTA" embroidered on front crown</li> </ul>
<b>Black Knit Watch Cap</b> <b>One size</b>	<b>Knit Cap (SanMar CP90 &amp; CP90L)</b> <b>*CP90L only – fleece lined</b> <ul style="list-style-type: none"> <li>• 3-inch folding cuff for easy embroidery</li> <li>• Fabric - 100% acrylic</li> <li>• Logo "WTA" embroidered on front turned up cuff</li> </ul>
<b>Black Summer Ball Cap</b> <b>One size</b>	<b>Cool Release Cap (SanMar C874)</b> <ul style="list-style-type: none"> <li>• Fabric: 100% polyester</li> <li>• Structure: Unstructured</li> <li>• Profile: Low</li> <li>• Closure: Hook and loop</li> <li>• Logo "WTA" embroidered on front crown</li> </ul>
<b>Black Baseball Cap w/ Reflective Trim</b> <b>One size</b>	<b>Reflective Sandwich Bill Cap (SanMar C832)</b> <ul style="list-style-type: none"> <li>• Reflective detail on rim of bill</li> <li>• Fabric: 100% cotton brushed twill</li> <li>• Structure: Unstructured</li> <li>• Profile: Low</li> <li>• Closure: Hook and loop</li> <li>• Logo "WTA" embroidered on front crown</li> </ul>

<b>Black Mesh Ball Cap S/M, M/L &amp; L/XL</b>	<b>New Era Stretch Mesh Cap (SanMar NE1020)</b> <ul style="list-style-type: none"><li>• Fabric: 100% cotton in front two panels; 57/43 poly/cotton</li><li>• Spacer Mesh in mid and back panels</li><li>• Structure: Structured</li><li>• Profile: Mid</li><li>• Closure: Stretch fit</li><li>• Logo "WTA" embroidered on front crown</li></ul>
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## 2.E Contract Deliverable Requirements

Deliverables are a requirement for invoice approval. Failure to provide any deliverable in the required timeframe may result in delay of payment, in WTA's discretion. Continued failure to provide required deliverables within required timeframes will be considered a breach of contract, and WTA may assess Liquidated Damages at its option until deliverable(s) is received.

### 2. E.1 Accounting Reports

Invoices will have the following information:

- Employee name (last, first)
- Sales order number
- Invoice number
- Date of purchase
- Item description with item number
- Quantity per item
- Unit price
- Total price per item
- Purchase subtotal
- Local sales tax total
- Total order purchase amount

Credit memos will reference the original invoice number for which the item was purchased under.

Monthly statements of each employee's remaining balances and allowance will be received by WTA no later than the 3rd of each month. In lieu of monthly statements, Contractor may provide this function through a dedicated website or software.

### 2. E.2 Service Reports

Contractor will track and provide to WTA or the employee, upon request, full documentation for all phases of service provided including: order dates, returns,

exchanges, and delivery/shipment dates. All information pertinent to any given order will be provided to WTA upon request. Status reports on all back-orders are to be provided to WTA's Project Manager(s) each month.

### **2. E.3 Weekly Order Status and Tracking**

Contractor will provide a weekly report to WTA's Project Manager that provides by sales order:

- Status including back ordered items
- Expected Ship Date
- Actual Ship Date
- Tracking Number
- Carrier

### **2. F Contractor Performance Reviews**

WTA will conduct a performance review a minimum of every twelve (12) months while contract is in effect. The agency reserves the right to conduct more frequent performance reviews. These reviews shall be completed by WTA's Project Manager in partnership with WTA's Contract Administrator. The completed evaluation form shall be shared with the Contractor and become a permanent part of the contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services. Consistent poor performance will result in penalties as outlined in Liquidated Damages (Part 5) or Termination for Breach (Appendix A).

WTA will be using the criteria below in its evaluations.

- Communication

Communicates regularly and openly with staff. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor staff is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Verbal and written communication is timely, clear, concise, and easy to understand. Any tasks are clearly defined. Notices are received in a timely fashion.

- Quality of Service

Shipments are received within twenty one (21) days from Contractor acknowledgement of receipt of order. Required deliverables are timely, and accurate. Uniform alterations are error free. Issue resolution is prompt. Demonstrates proactive approach to mitigate potential problems.

- Interpersonal Skills with WTA staff

Effectively coordinates and cooperates with WTA on product changes and issue resolution. Seeks feedback to improve relationships and improve commitment towards quality deliverables.

Evaluations will be scored as follows:



**1 = CONSISTENTLY BELOW EXPECTATIONS:** Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

**2 = BELOW EXPECTATIONS:** Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

**3 = MEETS EXPECTATIONS:** Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

**4 = EXCEEDS EXPECTATIONS:** Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

**5 = CONSISTENTLY EXCEEDS EXPECTATIONS:** Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

## Part 3 - Submission Guidelines

All submittals become the property of WTA.

### 3. A Procurement Schedule

Activity	Date – 2019
<b>Procurement Request Released</b>	June 18
<b>Clarification Deadline</b>	July 8
<b>Submissions Due</b>	July 17 no later than 12:00 PM PST
<b>Finalist In Person Interviews*</b>	Week of August 5
<b>Final Selection (Best &amp; Final Offer)</b>	August 15
<b>Notice of Intent to Award**</b>	September 3
<b>Estimated Award Date</b>	September 19

*\* WTA reserves the right to award a contract(s) without demonstrations or a Best and Final Offer.*

*\*\*Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.*

WTA reserves the right to modify the Procurement Schedule through written addenda.

WTA may invite the top one (1) to three (3) firms (competitive range) for a semi final interview/presentation. Any interviews will be scheduled no later than close of business on July 31, 2019. Requirements of the interview will be provided when the interview is scheduled.

### 3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements

- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.B
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline, if a BAFO occurs.

WTA may request clarification or additional information, including, but not limited to, financial statements.

### **3. C Minimum Proposer Qualifications**

At the time of proposal, Proposers must meet the following minimum qualifications:

- Have a State of Washington and all required local government business license(s) and endorsements<sup>1</sup>.
- Be registered with SAM.gov and not be suspended or debarred.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.

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<sup>1</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring Proposer.



- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- Whether, within the three-year period immediately preceding the date of the solicitation, the Proposer has been determined by a final and binding citation and notice of assessment<sup>2</sup> issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- Capability to provide required brands and styles listed in the Scope of Work Part 2.
- Be a direct manufacturer or authorized dealer of required brands.
- Have a minimum of 5 years in the industrial uniform industry.

### 3. D Proposal Submission

Proposals via email or a dedicated CD/USB Flash Drive is the preferred method of submission.

Unbound hard copies will also be accepted instead of an electronic copy. Proposals will not be bound with staples, combs, three ring binders, etc. All hard copy submissions should be in a plainly marked envelope "Sealed Proposal RFP #2019 - 228." Proposal should be submitted to:

Magan Waltari, CPPB  
Procurement & Grants Coordinator/DBELO  
Whatcom Transportation Authority  
4011 Bakerview Spur Rd.  
Bellingham, WA 98226  
(360) 788-9332  
procurement@ridewta.com

Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) must arrive by the due date.

### 3. E Submission Packages

Proposals should conform to the following: pages of the proposal should be numbered; sections clearly identified; single spaced; no columns; minimum 12 point font, and no more than 10 double sided pages, excluding forms requested in the Exhibits.

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<sup>2</sup> RCW 39.26.16(2)(f)

All proposals must include the following information in this order:

- Name and principal place of business of Proposer;
- A brief history and description of the Proposer, including size, business activities, organizational structure, capabilities, and areas of specialization.
- Include physical location(s) and contact information for all Proposers:
  - Distributions centers
  - Embroidery shops
  - Alteration shops
  - Accounting office(s) – where invoices will be sent from and where WTA will remit payment to.
  - IT / Website office(s) – who WTA will coordinate any e-Store issues with
- Describe the order process from start to finish.
  - Where do the orders start
  - How are they fulfilled
  - What is the Quality Assurance process
  - Standard lead time from receipt of order
- Specifically outline the process when there are issues with the received goods.
  - What is the escalation procedure
  - How long for issue resolution
  - What corrective actions are taken
  - What additional training do employee's receive, if any
- Addressing ALL of the below in detail.
  - a. Internet ordering
  - b. Lead times
  - c. Shipping methods
  - d. Quality control measures
  - e. Return policy and procedure
  - f. Warranty / guarantee
  - g. Product continuity
  - h. Size availability
  - i. Repairs
  - j. Larger sizes
  - k. Embroidery/screen printing
  - l. Reflective striping
  - m. Available Reports
  - n. Alterations to new items
  - o. Special orders
  - p. Website management
  - q. Product continuity
  - r. Customer service and support
- Discuss access to services including business hours and staffing availability for:
  - a. Sales
  - b. Customer Service
  - c. Retail Outlet(s)

- d. IT
- e. Accounting
- Non-retail businesses must provide a summary of how they propose to supply items and provide all required services
- Identify contracts where you have provided similar services.
- Provide the name, contact person, e-mail address and telephone number of at least five (5) client references from the last three (3) years. While not required, transportation or other public sector entities are preferred.
- Exhibit C – Price Sheet.
- Furnish samples of embroidery, hemming, and reflective tape stitching.
  - ☐ Embroidery sample must be a logo stitched with white thread on a royal blue fabric.
  - ☐ Hemming sample must be done by the Proposer. Manufacturer work will not be accepted and the sample will be rejected and not reviewed.

### 3. F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

### 3. G Addenda

Addenda will be issued to all Proposers should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit B.

### 3. H Contact with WTA

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator listed below:

### 3. I Protest Procedures

**Filing a Protest** Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action.<sup>3</sup> Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

**Time for Filing a Protest.** A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

**Notice of Protest.** Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

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<sup>3</sup> "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

**Stay of Award.** If a protest is filed, the award will be delayed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Postponement of the award would be contrary to the best interests of WTA.

### **Review of Protests**

**Review:** The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

**Appeal:** A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

### **3. J Inter-local Purchasing**

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

### **3. K Request for Clarification, Deviation, or Substitutions**

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify the Procurement and Grants Coordinator by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

## ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The RFP and the PROPOSAL SUBMITTED constitute an “offer” and “acceptance” of all of the terms and conditions for an enforceable contract, subject to WTA’s formal award of a solicitation, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable “contract” whose terms and conditions will include those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term “Contract” shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal’s rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBSTITUTION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

## Part 4 – Proposal Evaluation

### 4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

<b>Factor</b>	<b>Score</b>
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail
Cost	0-5

Pricing score, using the following normalizing formula.

$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}.$

2. Evaluation Committee will then review Proposals receiving 3 “Pass” scores against the following Evaluation Criteria, which are listed in the order of importance.

<b>Initial Evaluation Factor</b>	<b>Score</b>
Demonstrated ability to meet requirements in 2.D	0-5
Customer Support	0-5
Product Delivery / Lead Time	0-5
Quality Control Program	0-5
Issue Resolution Process	0-5
<b>Initial Evaluation Total</b>	<b>25</b>
<b>+ Cost points above</b>	<b>5</b>
<b>Total Cumulative Initial Factors Score Possible</b>	<b>30</b>

Committee members will assign a Score of 1 – 5 for each factor and it will calculate total points as follows:

- 1 – Proposal did not meet factor requirements = 0%
- 2 – Proposal met less than ½ of factor requirements = 25%
- 3 – Proposal met at least ¾ of factor requirements = 50%
- 4 – Proposal met all of the factor requirements = 75%
- 5 – Proposal exceeded factor requirements = 100%

Scores are in whole numbers only or rounded down. (e.g. 4.5 will round to 4) and averaged based on how many members of the Evaluate Committee are scoring.

3. The top 2 – 4 proposals may be invited for interviews (Competitive Range).



4. A member of the Evaluation Committee and/or the Procurement & Grants Coordinator will check references of the proposals in the Competitive Range and share them with the evaluation committee. Proposals will be re-evaluated and scored against the below criteria.

<b>Competitive Range Factor</b>	<b>Score</b>
Relationship with prior clients/References	0-5
<b>Competitive Range Total</b>	<b>5</b>
<b>+ Initial Evaluation Points</b>	<b>25</b>
<b>+ Cost points above</b>	<b>5</b>
<b>Total Cumulative Evaluation Score Possible</b>	<b>35</b>

5. Once any interviews are complete, the Evaluation Committee will re-score submissions against the Initial Evaluation Factors based on information provided by interviewees. This score will be added to the Competitive Range score to determine the total cumulative evaluation score.
6. Proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below. WTA reserves the right to award a contract without a Best and Final Offer Request.
7. The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 5 points of each other, they are considered comparative equals. WTA will require best and final offers (BAFO) be submitted for evaluation. The Evaluation Committee will review them against all of the evaluation factors above and render a final score.

#### **4. B Evaluation Criteria**

##### **4. B.1 Demonstrated ability in meeting work requirements**

Proposer will provide detail clearly demonstrating its ability to provide the services outlined in the 2.D Scope of Work against the information provided in 3.E Submission Packages. The Evaluation Team will gauge how well each proposal communicates an understanding of the agency's need, technical requirements, deliverable requirements, and the Proposer's approach to delivering the required scope.

##### **4. B.2 Customer Support**

Proposers will be reviewed on their customer support abilities. This includes website or web portal access and design, portal uptime, and self-service ability. Proposals should outline any Customer Service Key Performance Indicators (KPI's) including how those KPI's are measured and what scores are over the course of the last year. Include how often



customer satisfaction is measured, who receives those reports, and what is done with those metrics including any changes made as a result of customer feedback, and any other information to fully review this factor.

#### 4. B.3 Quality Control Program

Submitted quality control programs will be reviewed for average error rates, number of reviews prior to shipment, and incoming and outgoing inspections. Information pertaining to procedures for reducing errors, corrective action programs that are in place, thresholds for identifying systemic problems and any other information that may be important to fully evaluate this factor should be included.

#### 4. B.4 Issue Resolution Process

Detail provided will be reviewed for timeliness and ease of resolution. This should include timelines for resolutions, escalation process, methods of communication to customers, procedures for mitigating issues, and any other information that may be important to fully evaluate this factor.

#### 4. B.5 References

WTA staff will review provided references and verify that the Proposer has performed satisfactorily on other contracts. Similarly, WTA will ask about staff skills including communication, timeliness, issue resolution, and ability to perform the work, and that contract requirements were met. References where work of like nature, magnitude and comparable difficulty are preferred.

#### 4. B.6 Cost

Cost will be scored based on Proposers total price, less tax and shipping for each of the following items in a **Large** size. Shipping will be FOB Destination and proposed prices should take this into account.

MEN'S	QTY	WOMEN'S	QTY
Port Authority Waterproof Jacket J322	1	Port Authority Waterproof Jacket L322	1
Port Authority Soft Shell Vest J325	1	Port Authority Soft Shell Vest J325	1
Port Authority Soft Shell Jacket J790	1	Port Authority Soft Shell Jacket L790	1
5.11 Tactical Cargo Pants 74273	5	5.11 Tactical Cargo Pants 64360	5
Tri-Mountain SS Dress Shirt 768	5	Tri-Mountain SS Dress Shirt 761	5
SanMar Mesh Ball Cap NE1020	1	SanMar Mesh Ball Cap NE1020	1

#### 4. C Additional Investigation and Review

WTA will review all material submitted with a proposal to establish Proposer responsibility and performance history. WTA may also obtain additional information and

conduct independent investigation, including, but 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. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Proposer must timely provide all requested information.

#### **4. D Best and Final Offers (BAFO)**

In WTA's discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

Any modifications to the initial proposals made by a Proposer in the BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the Evaluation Criteria in 4.B.

#### **4. E Notice of Intent to Award**

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or a final acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

Proposers are permitted to request a debriefing about its/his/her own proposal from the Procurement and Grants Coordinator after the Notice of Intent is issued. Information relating to or how the Evaluation Team scored other proposals will not be discussed during the debriefing. Documents and information relating to the procurement including the successful proposal will become available once the Board of Directors confirms the award recommendation and may be requested by submitting a Public Disclosure Request to [pdr@ridewta.com](mailto:pdr@ridewta.com). Refer to Part 6 of this RFP for the process of releasing documents marked as "Confidential" or "Proprietary".



A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>4</sup>.

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<sup>4</sup> Bellingham Municipal Code 6.05.025

## Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA. The Contract shall include, expressly or by reference, the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. All of these applicable terms and conditions should be factored into any proposal:

### 5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be three (3) years, and WTA may, in its discretion, extend the Contract for one (1) additional two (2) year increments.
2. Compensation: WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties.
3. Invoices: Payment will be based on successful task completion at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.).

WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

### 5. B Contract Modifications & Change Request

No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of the Request for Proposal or any contract shall be effective without prior written endorsement of the WTA's General Manager and execution by both parties of a written amendment.

Either party may initiate a Change Request to the other in writing. Any request by Contractor shall include a detailed statement of work, level of effort by job description (hours), and job descriptions.

After receipt of any Change Request from WTA, Contractor shall submit a detailed price schedule proposal for the additional work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause 5.E(23), however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.

WTA reserves the right to add or delete items to the Contract Work, as determined to be in its best interest. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original proposal, and will be evidenced by issuance of a written and

executed contract Amendment issued by WTA. Changes for a significant increase or decrease in size or scope of the Contract will not be allowed.

### **5. C Independent Contractor**

At all times, Contractor shall be an independent contractor whereby, in the performance of any contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor of WTA.

### **5. D Access to Records and Sites of Project Performance**

As a recipient of State funds, Contractor shall:

1. Provide, and require its Contractors at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
  - a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives
  - b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
  - c. WTA, member agencies, and its Contractors

### **5. E Subcontractors**

Contractor shall perform at least 90% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any subcontract will contain the same language as required in Appendix A.

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

## 5. F Economic Price Adjustments

Beginning in 2019, WTA may consider a rate adjustment, if requested by the Contractor in writing prior to January 1 of each year of the contract. Rates are adjusted using the following index calculated over-the-year:

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Transportation.

Rates will not be adjusted more than 10% above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request by January 31. If approved, a rate increase shall take effect on February 1.

To illustrate:

*The per mile cost proposed is \$2.50. Using the above CPI for August 2014 and August 2015.*

<i>CPI for Current Period</i>	<i>239.630</i>
<i>Less CPI for Previous Period</i>	<i>222.578</i>
<i>Equals index point change</i>	<i>17.052</i>
<i>Divided by Previous Period CPI</i>	<i>222.578</i>
<i>Equals</i>	<i>0.077</i>
<i>Result multiplied by 100</i>	<i>0.077 x 100</i>
<i>Equals percent change</i>	<i>7.7</i>

*The adjustment will be based on the 7.7% change.*

*The adjustment of 7.7% would then be calculated:  $\$2.50 \times 7.7\% = \$2.69$ . The per mile cost would then be increased to \$2.52 per mile.*

Should the referenced CPI-W index be discontinued, the index for All Items will be used.

## 5. G Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution<sup>5</sup>.

## 5. J Liquidated Damages

Notwithstanding WTA's rights to terminate or seek any recovery allowed by law, WTA may require Contractor to pay liquidated damages in the amount of \$100 per day for each day the Contractor fails to provide any goods or services in the time frames as outlined in Part

<sup>5</sup> Article VIII, Section 7, "Credit not to be Loaned"

2. These liquidated damages are for the purpose of compensating for any delay or impact caused to WTA by virtue of the Contractor's failure to comply with the Scope of Work requirements. WTA and the Contractor agree that such damage cannot be reasonably determined at this time. Such damages are very difficult to accurately estimate because of numerous factors, including, but not limited to inconvenience to WTA. Further, the Parties agree this is a reasonable forecast of all factors now known and available for consideration relating to the WTA's damages caused by Contractor's failure to perform. Notwithstanding the foregoing, the Parties agree that liquidated damages will cease to accrue upon remedy of the delay. Irrespective of the application of liquidated damages in such circumstances, the Contractor shall not be relieved of its/his/her obligation to meet performance requirements. The Parties further agree that the liquidated damages described above shall accrue but not be payable while a Party is pursuing a bona-fide dispute, in accordance with the Contract regarding the Contractor's failure to meet the Scope of Work requirements.

Contractor authorizes WTA, anytime after liquidated damages accrue and from time to time thereafter to the fullest extent permitted by law, to offset and apply any and all sums due and owing to the Contractor against the liquidated damages, irrespective of whether WTA has made any demand under this Contract. WTA agrees to advise the Contractor of any set off and application made by WTA, provided that the failure to give such notification shall not affect the validity of such set off and application. The rights of WTA under this paragraph are in addition to other rights and remedies which WTA may have.

## Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

### **Proposals Marked Confidential:**

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Proposer labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

### **Public Records Application to Documents of Vendor**

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the Contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.



## Part 7 – Exhibits and Appendix

### Proposer's Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.



WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.









The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- ☐ Proposal Form (Exhibit A)
- ☐ References (Exhibit B)
- ☐ Proposal Cost (Exhibit C)
- ☐ Notarized Conflict of Interest Certification (Exhibit D)
- ☐ Debarment, Compliance, Conflict of Interest (Exhibit E)
- ☐ Compliance with Wage Statute (Exhibit F)
- ☐ A Submission Package (Part 3E)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Exhibits and Appendices
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract

The below exhibits and appendices are embedded into the RFP as indicated with this symbol:   Proposers are responsible for ensuring they can access them.

<b>Exhibit A</b> Proposal Confirmation & Cover Sheet		<b>Appendix A</b> Contract Terms & Conditions	
<b>Exhibit B</b> Vendor Demographics & References		<b>Appendix B</b> Sample Contract	
<b>Exhibit C</b> Proposal Cost			
<b>Exhibit D</b> Conflict of Interest Certification			
<b>Exhibit E</b> Debarment and Compliance Statement			
<b>Exhibit F</b> Compliance with Wage Statutes			
<b>Exhibit G</b> Request for Exceptions, Deviations, Substitutions	