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REQUEST FOR PROPOSALS
FOR
INSURANCE BROKER FOR EMPLOYEE BENEFITS

RFP #19-011

June 3, 2019

*Prepared by
Elisa Rizzo*

Advertised: Skagit Valley Herald

Notices Posted: Skagit Transit website www.skagittransit.org
Skagit Station, Mount Vernon, WA
Skagit Transit MOA Base, Burlington, WA
Omwbeadmin@omwbe.wa.gov

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SECTION 1 – INTRODUCTION

SKAGIT TRANSIT RFP #19-011 – INSURANCE BROKER FOR EMPLOYEE BENEFITS

This Request For Proposals (RFP) is the means for qualified Consultant's to submit proposals to Skagit Transit for Insurance Broker for Employee Benefits who are appropriately licensed in the State of Washington to provide employee benefit insurance and consulting services as described in this document. The Contract will be awarded to only one vendor. The RFP and any subsequent Addenda will be posted to Skagit Transit's website at www.skagittransit.org under the Procurement section.

Contract Term & Type: Three (3) year Firm-Fixed Price (FFP) Contract with two (2) successive one-year extension options, at the sole discretion of Skagit Transit, assuming satisfactory performance by the consultant. Each proposer must designate in advance, the lead account executives(s) including member(s) of support staff who will be assigned to the Skagit Transit account and agree that any changes in personnel assigned to the Skagit Transit account will be made only with written approval of Skagit Transit. Skagit Transit reserves the right to request additional information at any time.

A sample contract between Skagit Transit and the successful Proposer is included in this RFP as Exhibit A. The terms and conditions will be similar in form to the final agreement to be executed between the parties; however, Skagit Transit reserves the right to make changes and additions prior to execution.

Contract Amount: It shall be understood and accepted by the Proposer that any volumes or amounts shown in this RFP are estimates only and impose no obligation on Skagit Transit, either minimum or maximum, to purchase all services contained in this RFP.

Proposals shall be made according to the "Instructions to Proposers" and as outlined on the Proposal Form, Exhibit B, included hereunder. Proposers must meet the minimum requirements described in this RFP and present evidence that they are fully competent to perform under the conditions of the Agreement. Proposals shall include a description of the firm, its services, key personnel who would be assigned work under the Contract, a price proposal, etc. Failure to comply with these Instructions may result in disqualification of the proposal.

Proposal Due Date: It is the responsibility of Proposers to have their original sealed proposal and three copies received at the Skagit Transit MOA facility, 600 County Shop Lane, Burlington, WA no later than exactly **2:00 p.m. PDT June 20, 2019**. Please provide on the sealed envelope your firm's name and address, and bid name and number. Late proposals will be rejected and returned to the Proposer unopened after that time.

A Proposer that is determined to have an unsatisfactory record of performance and/or integrity in connection with the pre-qualification, bidding, or performance phase of any previous contract may be rejected for consideration.

All proposals shall be effective for sixty (60) days from the Proposal Due Date and shall contain a statement to that effect. All submitted documents become the property of Skagit Transit.

Equal Opportunity: Women or minority owned Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals. It is Skagit Transit's policy to ensure non-discrimination in the award and administration of all contracts, to create a level playing field on which DBE's can compete fairly and to help remove barriers to the participation of DBE's in our contracts.

Dale O'Brien, Executive Director

Date

SECTION 2 – CALENDAR OF EVENTS

SKAGIT TRANSIT RFP #19-011 – CONSULTANTS FOR EMPLOYEE BENEFITS

Following is the procurement schedule from issuance of the solicitation through contract term beginning. Skagit Transit reserves the right to make schedule changes as necessary.

Proposers should be prepared to have key representatives available for an interview or presentation of materials on the date scheduled below or be determined non-responsive. Exact times will be scheduled at a later date.

All times stated are in Pacific Standard Time (PDT).

<u>ACTIVITY</u>	<u>DATE</u>
Request For Proposals Published	June 3, 2019
Request for Clarifications	June 14, 2019 at 3:00 PM
Proposal Due Date	June 20, 2019 at 2:00 PM
Evaluation Committee Meeting	June 26, 2019
Interviews/Presentations with Finalists (if held)	July 10, 2019
• Final Evaluation Meeting	
Award Recommendation Notice to Proposers	July 11, 2019
Protest Deadline	July 23, 2019
Final Award Notice Faxed to Proposers by	July 23, 2019
Contract Documents Received by	July 25, 2019
Contract Term and Performance Begins	August 1, 2019 at 12:01 AM

END OF SECTION 2

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #19-011
FOR
INSURANCE BROKER FOR EMPLOYEE BENEFITS
SECTION 3
INSTRUCTIONS FOR PROPOSERS

SECTION 3 – INSTRUCTIONS TO PROPOSERS

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3.01 NON-SUBMITTAL

If not submitting a proposal at this time, please complete the “No Proposal Notice”, Exhibit F, stating your reason why and submit to the Contracts Administrator. Information gathered will provide insight into how we can improve our process, conditions or specifications to reach our goal of creating a competitive, level playing field for all potential proposers.

3.02 PROPOSER ACKNOWLEDGEMENTS

- A. **Examination of Documents:** Proposer agrees that signing and submitting a proposal in response to this RFP shall be conclusive evidence to Skagit Transit that the Proposer has thoroughly examined and understands all requirements of the ENTIRE solicitation package, including any Addenda issued, and the work required to complete the Contract, and has made allowances therefore in preparing figures to provide the required services. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof shall in no way relieve the Proposer from its 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.
- B. **Collusion:** Proposer certifies that its proposal is non-collusive and not made in the interest of any person not named and that the Proposer has not induced or solicited others to submit a sham offer or to refrain from proposing. If Skagit Transit determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered. Skagit Transit’s determination shall be final.
- C. All proposals and submissions become the property of Skagit Transit and are subject to public disclosure.

3.03 QUESTIONS, COMMUNICATIONS AND APPROVED ALTERNATES

- A. Skagit Transit is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue advantage, therefore, communications by or on behalf of any prospective Proposer with Skagit Transit employees, officials, Board members, consultants, or anyone other than Skagit Transit’s Procurement and Contracts Coordinator during this solicitation process (from date of RFP issue through contract award) are prohibited and may be cause for disqualification.
- B. Proposers who seek to obtain information, clarification, or interpretations from contacts other than the Contracts Administrator are advised that such material is used at the Proposer’s own risk and such action may be cause for disqualification. Skagit Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents.

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- C. To be given consideration, any and all communications requesting information, clarifications, and material substitutions concerning this solicitation must be submitted in writing using only the **“Request for Clarifications/Approved Alternates”** form included hereunder as Exhibit D. This form must be physically received by **3:00 p.m. PDT on Thursday, June 14, 2019** to be considered in an Addendum. Send to:

Skagit Transit
Elisa Rizzo, Procurement and Contracts Coordinator
600 County Shop Lane
Burlington, WA 98233
Fax: 360-757-8019
E-mail: erizzo@skagittransit.org

- D. This process will be the only opportunity outside of the Pre-proposal Meeting for prospective Proposers to ask questions. Skagit Transit staff will not answer questions regarding this RFP verbally or in writing at any other time.

3.04 GENERAL INFORMATION

- A. Proposers must be fully insured and registered to conduct business in the State of Washington. Policies of insurance, as outlined within, shall be obtained and kept in force for the duration of the Contract. No Proposer shall be acceptable who is not a reputable and established firm.
- B. Joint venture proposals will not be accepted by Skagit Transit. Proposers shall structure their submitted proposals so the Proposer is the Primary Proposer. Firms associated with the Primary Proposer, providing goods or services to Skagit Transit under this Contract, shall be as a sub-contractor to the primary contract awardee, not Skagit Transit.
- C. **Withdrawal:** No Proposer may withdraw a proposal after the announced date and time for submitting proposals unless the award is delayed for a period exceeding sixty (60) days from the deadline for submitting proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide Skagit Transit the goods and services described herein, or until one or more of the proposals have been approved by Skagit Transit, whichever occurs first.
- D. **Modification:** A modification of a proposal already received will be considered only if a written request is received by Skagit Transit *before* the announced date and time for submitting proposals. Such request must be signed by an individual authorized to submit proposals on behalf of the company. All 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.
- E. **Rejection and Consideration of Proposals:** Skagit Transit, in its sole discretion, reserves the right to: Accept or reject any and all proposals, portions or parts thereof; Waive minor errors, informalities or immaterial irregularities when it is in Skagit Transit’s best interest; and reject the proposal of any Proposer who previously failed to perform adequately for Skagit Transit or any other governmental agency, or who is in default on the payment of taxes, licenses, or other monies due. Skagit Transit may request additional information, if necessary, to properly evaluate proposals. Failure to submit requested additional information or clarification may result in rejection of that proposal. In consideration for Skagit Transit’s review and evaluation of its proposal, the Proposer waives and releases any claims against Skagit Transit 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.
- F. **Errors and Administrative Corrections:** Skagit Transit will not be responsible for any errors in proposals. Skagit Transit reserves the right to make mathematical corrections that are due to minor administrative errors or irregularities such as typing errors, number transposition and incorrect calculations.

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- G. **Extension or Cancellation:** Skagit Transit reserves the right to cancel this solicitation or extend the proposal deadline, by written Addendum, at any time prior to the announced date and time for receiving proposals, 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 Skagit Transit executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

3.05 ADDENDA

- A. Skagit Transit’s official response to inquiries shall be made by written Addendum sent to ALL prospective Proposers registered on Skagit Transit’s Planholders’ List. The response may be an answer to submitted questions, approve a substitution request, or make changes to the Contract Documents when omission or errors are found. No Addenda will be issued for any request or inquiry submitted after the scheduled cut-off date and time. Any Addenda issued after the deadline for inquiries will be at the sole discretion of Skagit Transit for information it deems absolutely necessary to inform Proposers. Clarifications given in any other form will be informal and unofficial.
- B. **Planholders’ List:** All prospective Proposers are required to register as “Planholders” as this medium will be the primary form of information dissemination regarding the solicitation. It is recommended that Proposers notify the Procurement and Contracts Coordinator of their intent to submit a proposal and request to be “registered” on Skagit Transit’s Planholders’ List in order to receive electronic or facsimile notification of any issued Addenda. Proposers who do not register will not be notified of Addenda and will need to periodically check for Addenda on Skagit Transit’s website at www.skagittransit.org under the Procurement section.
- C. **Receipt of Addenda:** Proposers must understand that any Addenda issued could substantially change the Scope of Work for this RFP. All issued Addenda will be considered a part of the Proposal and thereby incorporated into the Contract. **Proposers MUST indicate that they have received all issued Addenda on their Proposal Form, Exhibit B. Failure to acknowledge receipt of Addenda issued may invalidate a proposal as non-responsive.** Proposers shall ensure that they have received all Addenda by calling the Procurement and Contracts Coordinator at 360-757-8801 or by checking Skagit Transit’s website at www.skagittransit.org prior to the Proposal Due Date and time.

3.06 PROPOSAL REQUIREMENTS

- A. The responsive Proposer should address all items requested. Responses must provide straightforward, concise information that satisfies the requirements specified. Emphasis should be placed on brevity, conformity to instructions and clarity of content. Proposals must be prepared simply and economically with a staple in the upper left corner of your submittal packet. Extraneous presentation materials such as elaborate artwork, lengthy narratives, expensive paper, binding, etc. are neither necessary nor desired.
- B. **Mandatory Forms and Documents:** The following information, forms and documents contained in this solicitation shall be completed and submitted as the proposal document. Proposals made on forms other than those listed below may be immediately rejected as non-responsive.
- 1) Exhibit B – Proposal Form.
 - 2) Exhibit C – Affidavit Concerning Non-Collusion, Conflicts of Interest, Anti-Kickbacks, Segregated Facilities, and Debarment and Suspension.

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- C. Proposers may attach additional information as requested or deemed necessary but must clearly mark all attachments with the corresponding section and subpart number being referenced from Exhibit B, Proposal Form.
- D. Only complete proposals will be evaluated. Proposals that are incomplete, are conditioned in any way, contain erasures, alterations, or items not called for in the proposal, or that are not in conformance with the law, may be cause for immediate rejection of the proposal.
- E. PRIOR TO SUBMITTING YOUR PROPOSAL, CALL SKAGIT TRANSIT (360-757-8801) OR CHECK THE WEBSITE (www.skagittransit.org) TO ENSURE THAT YOU HAVE RECEIVED ALL ADDENDA ISSUED TO THIS RFP.
- F. Submit **ONE (1)** original plus **THREE (3)** hard copies of your complete and signed Proposal in a sealed envelope clearly marked with the Proposer's name, address, and labeled "**RFP #19-011 INSURANCE BROKER FOR EMPLOYEE BENEFITS, Attn: Elisa Rizzo, Procurement and Contracts Coordinator**
- G. Proposals must be mailed, couriered or hand-delivered to: Skagit Transit, Attn: Elisa Rizzo, 600 County Shop Lane, Burlington, WA 98233 to be received before **2:00 p.m. PDT on Tuesday, June 20, 2019.** Faxed, telephonic, or electronic proposals will not be accepted.
- H. The official time of receipt at Skagit Transit is the time marked and date stamped by a Skagit Transit representative on the proposal envelope, or other documentary evidence of receipt maintained by Skagit Transit. Skagit Transit will not be held responsible for delays by the Proposer, the United States Postal Service, or any other carrier delivering proposals after the set due date and time. Late proposals will be rejected and returned to the Proposer unopened.
- I. Skagit Transit will not be liable for any costs incurred by proposer in the preparation and presentation of proposals submitted in response to the RFP.

3.07 EVALUATION CRITERIA

All proposals submitted will be reviewed and evaluated on the criteria as listed below and shall be awarded based on that established criteria. The decision resulting from the evaluation process as to which proposer best meets the needs of Skagit Transit remains the sole responsibility of Skagit Transit and is final. Awards resulting from this solicitation will be made on an all or none basis.

Evaluation Criteria are listed in order of importance and are relative to the parts enumerated in Exhibit B, Proposal Form:

- The firm's approach and understanding of Skagit Transit's needs, with respect to the employee benefits coverage and the firm's proposal for meeting those needs and alignment to the Scope of Work.
- The qualifications, experience, benefit management philosophy and compatibility of personnel that will be assigned to the Skagit Transit account, including references.
- The proposer's capability to respond to requests for information or attendance at meetings pertinent to the insurance and benefit administration program.
- The proposal will be selected which, in the judgment of Skagit Transit, is in the best interest of Skagit Transit.

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3.08 PROPOSALS AS PUBLIC RECORDS

Except to the extent permitted by Washington State public disclosure laws Chapter 42.56 RCW, Skagit Transit 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 Skagit Transit *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. Skagit Transit 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 or another competitor demands to review portions of a proposal marked “Confidential”, Skagit Transit 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, Skagit Transit will make the requested portions available for review and copying by the Requestor. The Proposer will assume all liability and responsibility for any information declared confidential and shall defend and hold Skagit Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Skagit Transit 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 3.08.

3.09 METHOD OF PROCUREMENT

- A. In accordance with Title VI of the Civil Rights Act and Title 49 of the Code of Federal Regulations regarding non-discrimination in federally assisted programs, Skagit Transit hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that small, minority, women-owned and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, creed or national origin in consideration for award.
- B. Unlike a competitive sealed bid process, submittals received through a Request for Proposals (RFP) process are not based on price alone nor publicly opened. All aspects of the evaluations, including documentation, correspondence and meetings, or other information submitted in response to this RFP, and any subsequent contract negotiations, shall remain strictly confidential from competitors or anyone outside of the Evaluation Committee until a contract is executed with the successful Proposer. Proposers will only be told that their proposal was ranked within the competitive range, not where they placed or the number of proposals evaluated.
- C. The basic steps in the formal competitive RFP process are as follows:
 1. By the date and time previously specified, qualified Proposers submit sealed proposals.
 2. All proposals received by the specified deadline are opened by the Procurement and Contracts Coordinator and examined for responsiveness to the requirements of this RFP. Any non-responsive proposals will be rejected and not further evaluated. All remaining proposals will be set aside to be evaluated in accordance with the Evaluation Criteria set forth in the RFP. Late proposals will be rejected and returned unopened to the Proposer.

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3. The Procurement and Contracts Coordinator performs a standard review on each Proposer's responsibility status by checking their business registration, debarment status, Industrial Insurance payment record, etc. and may, at this time, contact the Proposer's listed references. Skagit Transit will consider all material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing work of this type. Proposers determined to be non-responsible will have their proposal rejected and not further evaluated. *NOTE: Skagit Transit reserves the right to determine a Proposer non-responsible at any time prior to or after award of the Contract if new information becomes available.*
4. An Evaluation Committee, consisting of an odd number of people, will review each proposal in a private meeting with the Procurement and Contracts Coordinator, or designee. The Committee will:
 - i. Consider all material submitted by Proposers, including preliminary responsive and responsibility reviews, any returned Reference Request forms and, if necessary, contact the Proposer's references by phone. These references will further contribute to the Committee's determination of the Proposer's responsibility.
 - ii. Evaluate each proposal for content and conformity to the Scope of Work and in accordance to each criterion listed in the RFP. At any point during the evaluation process, the Committee may request from Proposers additional information, or seek clarification about any statement made in proposals that Skagit Transit finds ambiguous, in order to substantiate information submitted in proposals. All supplemental material submitted by the successful Proposer will become part of the resulting Contract.
 - iii. If there is any conflict between the Scope of Work and the submitted proposal, the RFP shall control; however, provided that Skagit Transit, in its sole option and discretion, may require the Proposer to meet the requirements, guarantees, warranties, standards of quality or performance incorporated in their proposal or any other submissions if they differ from the Scope of Work.
 - iv. Score each proposal according to the Evaluation Criteria and up to the maximum number of points allowed for each criterion. Committee scores for each Proposer will be totaled to arrive at an point score for each Proposer in each criterion section. Skagit Transit reserves the right to negotiate with any or all Proposers selected within a competitive range to achieve the best value for Contract Award.
5. If a winner is NOT evident, the Committee will reconvene to assess the overall proposal and ratings for the finalists. The results will determine which proposals fall within a competitive range which may be a clustering of proposals having final scores close to one another but widely separate from the others, or it may be those proposals which attain scores exceeding a certain threshold. Proposers falling within the competitive range will comprise the short list of candidates who may be invited to participate in discussions or interviews about all aspects of their proposal, answer specific questions in order to clarify and assure Proposer's full understanding of the requirements of the Contract, or more fully demonstrate the product or service proposed. Skagit Transit will notify the finalists as to the time and date for an interview or presentation, if applicable.

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6. **Interviews:** The purpose of an interview, if held, will be to further review proposals of short listed candidates (Finalists). In this event, Proposers must make themselves available for this date, or may be determined to be non-responsive, and should plan to have key personnel on their teams who will be assigned work under the Contract. The interview will be limited in time according to the complexity of the requested product or services and may consist of an oral presentation plus a question and answer period.
7. Finalists may be asked to provide supplemental or additional information for review prior to interviews being conducted. Skagit Transit reserves the right to utilize new or revised Evaluation Criteria and weights to be used in evaluation of the respondents being interviewed. If changes are made to the Criteria, they will be reduced to writing and be sent to the interview candidates prior to the interviews. Skagit Transit reserves the right to award without holding discussions or interviews.
8. If it is determined to be in Skagit Transit's best interest to conduct subsequent discussion with all Finalists after the interview process, either oral or written, the discussion may provide guidance to the Finalists on how to improve the technical aspects of their offer in an effort to better meet the specifications, or fulfill the needs and requirements of Skagit Transit., and/or reduce the price. In this instance, all Finalists will be requested to submit a Best and Final Offer (BAFO) to improve their proposal, both technically or economically, which will be evaluated on the same criteria as the original proposal, unless changed by written Addendum issued to all Finalists.
9. **Award:** As determined by the highest number of points received, the Contract will be awarded to the most responsive and responsible Proposer whose offer conforming to the solicitation will be the most advantageous and in the best interest of Skagit Transit. Only one Proposer will be selected for Contract Award. Skagit Transit reserves the right to award in whole or in part; request additional information before making an award; contract with more than one Proposer; and make award within sixty (60) calendar days from the Proposal Due Date. Should award be delayed beyond the period of sixty (60) days, such award shall be conditioned upon Proposer's acceptance.

3.10 SINGLE PROPOSAL RECEIVED PROCEDURE

If only a single responsive proposal is received, Skagit Transit shall have the right, in its sole discretion, to extend the proposal acceptance period for up to an additional sixty (60) days. If no other proposals are received within this extension time, Skagit Transit shall conduct a price or cost analysis, or both, of the single proposal. The Proposer hereby agrees to such analysis and shall promptly provide all cost or pricing data and documentation requested by Skagit Transit. Any such analysis and the results therefrom shall not obligate Skagit Transit to accept the single proposal and Skagit Transit may reject such proposal at its sole discretion.

3.11 CONTRACT AWARD DOCUMENTS

The successful Proposer will receive an award package from Skagit Transit 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 Skagit Transit within ten (10) calendar days of award, unless indicated otherwise, or Skagit Transit 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 bonding agent, if necessary, to immediately obtain the required documents.

3.12 FAILURE TO EXECUTE CONTRACT

Should the awarding Proposer fail to execute the Contract within seven (7) days from the Final Award Notice date, Skagit Transit reserves the right to terminate negotiations with that Vendor and attempt to reach satisfactory contractual agreement with the next highest scoring Proposer. The Vendor failing to execute a contract may be removed from Skagit Transit's bid list for any future contracting opportunities.

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3.13 PROTEST PROCEDURES

- A. **Right to Protest:** Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract due to a matter of law or procedural flaw may file a written Notice of Protest with Skagit Transit’s Executive Director, or designee, no less than seven (7) calendar days *prior to* the closing date for bids or proposals. The written protest must address which law or procedure was not followed or violated, how it has affected the aggrieved, and a description of the relief or corrective action desired.
- B. If the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for bids or proposals, the protest shall be submitted within seven (7) calendar days after such aggrieved person knows or could have known of the facts giving rise thereto. Submittal shall refer to the date of receipt by Skagit Transit.
- C. All communications with the parties involved, including Skagit Transit staff or Board members, concerning a protest shall be in writing as provided herein and will be open for public inspection. Skagit Transit shall be responsible for compiling and maintaining the written protest record. Protesting parties should contact Skagit Transit’s Contracts Administrator to obtain the exact date of the Board of Director’s award.
- D. **Protest Procedure:** Upon timely submittal of a Notice of Protest, the protest shall be handled as follows:
- 1) A meeting will be called within five (5) working days from receipt of the protest that will include representatives from Skagit Transit and the Protestor to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference.
 - 2) The Executive Director, or designee, shall make a decision of the protest within seven (7) working days of the final meeting and shall notify the Protestor of the decision in writing by regular mail. The decision of the Executive Director, or designee, shall be final unless appealed as provided herein. The final determination of the protest shall either: 1) Find the protest lacking in merit and uphold Skagit Transit’s action; or 2) Find only technical or harmless errors in Skagit Transit’s acquisition process and determine Skagit Transit to be in substantial compliance and therefore reject the protest; or 3) Find merit in the protest and provide Skagit Transit options for correction including correcting the errors and re-evaluating the bids, and/or reissuing the solicitation to being a new process; or make other findings and determine other courses of action as appropriate.
 - 3) The Executive Director, or designee, may extend the limits of time outlined herein at his/her sole discretion.
 - 4) 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.
 - 5) If the Protestor is not satisfied with the solution of the Executive Director, or designee, a written appeal may be filed with the Board of Directors. Appeals to the Board of Directors filed more than seven (7) calendar days following the receipt of the Executive Director, or designee’s, written determination will not be accepted.
- E. **Procurement Standards:** The procurement standards and requirements of Skagit Transit’s Procurement Policy are consistent with the requirements of Federal Transit Administration (FTA) "Third Party Contracting Guidelines", FTA Circular 4220.1F. As part of this Procurement Policy, the Executive Director is hereby authorized to follow or implement the “Third Party Contracting Guidelines”, supplemented by the “Best Practices and Procurement Manual (BPPM), or any amendments or changes thereto as shall be deemed necessary and appropriate by the Executive Director.

SECTION 3 – INSTRUCTIONS TO PROPOSERS

SKAGIT TRANSIT RFP #19-011 – INSURANCE BROKER FOR EMPLOYEE BENEFITS

- F. **Validity of a Protest:** Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with the Procurement Action, as defined below. Accordingly, the protest cannot be associated with, or challenge the recommendations of, Skagit Transit personnel or its Evaluation Committee. In other words, a protest can be put forth that Skagit Transit staff did not follow their own policies or procedures that govern a Procurement Action and, accordingly, a Bidder was unfairly treated. The protest cannot challenge Skagit Transit personnel or the Evaluation Committee’s recommendation of a potentially successful Proposer.
- G. **Excerpt from FTA Circular 4220.1F:** “Reviews of protests by FTA will be limited to a grantee’s failure to have or follow its protest procedures, or its failure to review a complaint or protest, or allegations of violations of Federal law or regulations.” An appeal to the FTA must be received by the cognizant FTA regional or headquarters office with five (5) working days of the date the Protestor knew or should have known of the violation.
- H. **Procurement Action:** Meaning specific procurement steps, such as setting the calendar of events, producing the solicitation document, advertising the solicitation in a legal paper of record, maintaining a vendor bid list or Planholders’ list, responding to all inquiries received in the specified manner by the appropriate time and date, issuing Addenda straightforwardly to all Planholders, enforcing closing time and date, providing proctoring services to the Project Manager and Evaluation Committee, setting criteria weights, conducting interview process with top-scoring Respondents (if applicable), assembling an Evaluation Committee, issuing award/non-award letters, and maintaining a written record of the procurement.
- I. **Appeals:** A Protester may appeal the Executive Director, or designee’s, decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director, or designee’s, decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. Appeals filed outside of this window of opportunity will not be accepted. A three-member committee of the Skagit Transit Board, as appointed by the Board Chairperson, shall decide the appeal. The Protestor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director, or designee, or affirm or reverse the decision in part. The decision of the Committee shall be final. Failure of the Protester to submit a written Notice of Appeal in accordance with the timelines specified herein shall preclude all further appeal of the decision of the Executive Director, or designee.
- J. **Stay of Procurement During Protests:** In the event of a timely protest, Skagit Transit shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted, or until the Board of Directors makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of Skagit Transit.
- K. **Entitlement of Costs:** In addition to any other relief, when a protest is sustained and the protesting respondent should have been awarded the contract under the solicitation, but is not, then the incurred costs in connection with the solicitation, including bid preparation costs, but other than attorney’s fees, shall be paid by Skagit Transit.
- L. **Compliance with Rules and Laws:** The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to this proposal as well as applicable local policies and procedures. All provided services will be in accordance with local, state and federal laws.

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.

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #19-011
FOR
INSURANCE BROKER FOR EMPLOYEE BENEFITS
SECTION 4
SCOPE OF WORK

SECTION 4 – SCOPE OF WORK

SKAGIT TRANSIT RFP #19-011 – INSURANCE BROKER FOR EMPLOYEE BENEFITS

4.01 AGENCY BACKGROUND

Skagit Transit is a municipal corporation and local public transit authority formed in 1993 when Skagit County voters approved the establishment of a Public Transportation Benefit Area (PTBA) as authorized by Chapter 36.57A of the Revised Code of Washington (RCW). The PTBA includes the cities of Anacortes, Burlington, Concrete, Mount Vernon and Sedro-Woolley and the towns of La Conner, Hamilton and Lyman. The service area covers more than 75% of Skagit County, an estimated 760 square miles with a population of approximately 115,500. Total annual ridership is approximately 760,000 rides.

Fixed Route transportation services include 31 buses serving 17 routes. Pocket Service is also provided for individuals that live beyond 3/4 of a mile from our Fixed Route service in rural areas of Skagit County. Each pocket area is assigned specific days each week to utilize Skagit Transit services. Commutes between Bellingham, Everett, Island County and Skagit County are also made possible with the County Connector service that enables riders on Skagit Transit, Island Transit and Whatcom Transit buses to connect with other transit options operating out of Everett Station into the Seattle area and vice-versa.

Paratransit, service includes 26 buses serving more than 57,000 riders. The Vanpool Program reduces single-occupancy commuter trips by an average of 350 trips per day. Commuters made 140,000 trips in 2018 using 58 Skagit Transit provided vans.

TECHNICAL SPECIFICATIONS

I. Description of Employment Insurance Benefits

Skagit Transit Employs about 142 employees of which all are benefit eligible. These employees include unrepresented employee groups and bargaining groups.

Currently benefits offered include medical (choice of two plans), dental (group plan), vision (group plan), long term disability (group plan), short term disability (group plan), accidental death and dismemberment, long term care, voluntary insurance, and life insurance. In addition, employee may participate in Medical and Dependent Care flexible benefit plans, and an employee assistance plan (EAP).

To assist employees in making informed decisions about benefits, the Human Resources department facilitates informational meetings during open enrollment.

Annual open enrollment is held during the month of December.

Scope of Services

The consultant selected pursuant to this Request for Proposal (RFP) will be required to perform the services outlined below.

A. Basic Consulting Services

- a. Assist SKAGIT TRANSIT personnel in designing and/or maintaining current health and other benefit plans including modifications, eligibility or addition of health care cost containment features to the plans, revisions to contract and related matters.
- b. Prepare detailed bid specifications for carrier, in cooperation with SKAGIT TRANSIT personnel; provide SKAGIT TRANSIT with a detailed analysis of proposals received, and counsel SKAGIT TRANSIT regarding contemplated changes in programs or levels of benefits. Negotiate renewal proposals.
- c. Monitor services provided by carriers to assure compliance with terms of contracts, and to provide data for analysis of benefit coverage, costs and carrier service.

- d. Monitor and interpret proposed legislation likely to affect SKAGIT TRANSIT' plan, and provide timely information concerning legislative issues.
- e. Provide up-to-date information to SKAGIT TRANSIT personnel on cost containment strategies.
- f. Make recommendations to SKAGIT TRANSIT on plan redesign features and incentives which would reduce health care costs, increase the accuracy of data exchange and enhance benefit administration without reducing the level of benefits.
- g. Work with carriers to monitor and promote coordination of benefits and other administrative cost control measures.
- h. Review contract certificates, summary description booklets and annual open enrollment materials for all employee benefits.
- i. Prepare an annual report for SKAGIT TRANSIT summarizing the services provided, and including observations and recommendations on new developments in the insurance market, and such other reports as SKAGIT TRANSIT may, from time to time, request regarding their employee benefit program.
- j. Evaluate and make recommendations on alternative health delivery systems, including such things as health maintenance organizations and preferred provider organizations.
- k. Evaluate the feasibility of self-insurance or other alternative funding arrangements for SKAGIT TRANSIT.
- l. Have underwriting capabilities to measure SKAGIT TRANSIT healthcare trend analysis and project future costs.
- m. Have access to legal/compliance services to address SKAGIT TRANSIT questions on flexible benefit questions, HIPAA, ACA, FMLA and COBRA compliance.
- n. Participate in the annual Employee Benefits Fair. Perform periodic benefit presentations to top management.

II. **Proposer/Consultant Mandatory Qualification**

Respondent shall include evidence of each of the following mandatory qualifications: (Please organize your submittal and provide the information in the order in which it is listed below)

- A. Minimum qualifications – all firms must meet the following basic qualifications:
 - i. Must be licensed in the state of Washington
 - ii. Must have five (5) years in business as a licensed consultant.
- B. The proposed designated lead account executive must have a minimum of five (5) years' experience.
- C. Must list medical insurance carriers with which you have had experience.
- D. Must show evidence of professional liability or errors and omissions liability insurance to protect and defend the Agency, it's officers and employees and agents from any and all claims arising from successful Proposer's alleged or real professional errors, omissions or mistakes in the performance of its professional.
- E. Identify whether the firm has been subjected to, or currently is, the subject of any sanctions, investigations, and/or disciplinary actions of any kind regarding any insurance, employee benefit, or business practice. If so, please describe in detail on a separate sheet of paper.
- F. The proposers must have the capability to respond to requests for information or attendance at meetings pertinent to the employee benefit program.
- G. Must be able to demonstrate five (5) or more years of consulting experience with fully flexible (Section 125) employee benefit plans.
- H. Must list clients to include specific services as well as dates of services provided.

III. **Additional Information Required**

All proposers shall include the following information in their proposals:

- A. Information regarding the history and organization of the firm and a personal history or resume of key personnel, particularly those who have been identified in the proposal as lead account executive(s) including member(s) of support staff who would be assigned to the SKAGIT TRANSIT account.
- B. Specific evidence of the firm's experience in providing service for other insured with coverages or programs similar to SKAGIT TRANSIT, as well as a description of any special plans or underwriting procedures which have been used to serve other accounts.
- C. Statement about why your firm should be selected to provide services.
- D. SKAGIT TRANSIT reserves the right to visit the offices of the proposers for the purpose of inspection of the facilities, and to meet with personnel.

SKAGIT TRANSIT
REQUEST FOR PROPOSALS #19-011
FOR
INSURANCE BROKER FOR EMPLOYEE BENEFITS
EXHIBITS A – F

SAMPLE / INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NUMBER: 19-011

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TITLE: INSURANCE BROKER FOR EMPLOYEE BENEFITS

TERM: 12:01 a.m. PDT on August , 2019 through 11:59 p.m. PDT on July 30, 2022, with two (2) successive one-year term extensions available, upon mutual acceptance of the parties.

PARTIES:

SKAGIT TRANSIT SYSTEM (SKAGIT TRANSIT)

600 County Shop Lane, Burlington, WA 98233

Phone: 360-757-8801 / Fax: 360-757-8019

Contacts: Penny Roozant, Project Manager – proozant@skagittransit.org
Elisa Rizzo, Procurement and Contracts Coordinator – erizzo@skagittransit.org

ABCXYZ COMPANY (CONTRACTOR)

Address, City, State, Zip

Phone: / Fax:

Contacts:

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the SKAGIT TRANSIT SYSTEM, a Washington municipal corporation, (“Skagit Transit”), and _____, a Washington _____ (“Contractor”).

In consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

1. **Contract Documents:** This Agreement; The entire solicitation titled RFP #19-011, including any Attachments; Contractor’s submitted Proposal and any supplemental items, as accepted by Skagit Transit; All Addenda issued prior to and all modifications issued after execution of this Agreement constitute the Contract Documents and are complementary. These form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.
2. **Performance:** Contractor agrees to provide services for Insurance Broker for Employee Benefits as described in the Contract Documents and respond to the work assigned by Skagit Transit.
3. **Time of Performance:** Contractor shall commence work upon contract execution and shall continue in good faith and effort for a period of at least three (3) years, unless sooner terminated. Two (2) one-year option periods may be exercised at Skagit Transit’s discretion.
4. **Rate of Payment:** Is set forth in the Contractor’s Proposal, Exhibit B, attached herein by reference. Rates may be increased _____ according to the manner set forth in _____ and _____ of the Contract Documents. Skagit Transit shall pay the Contractor in current U.S. funds in accordance with the provisions for payment.
5. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement.

***SAMPLE* / INDEPENDENT CONTRACTOR AGREEMENT**

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1.00 ADDITIONS OR DELETIONS

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

2.00 ASSIGNMENT AND SUBLETTING

- A) This Contract shall be binding on the parties and their successors and assignees. Contractor shall not assign or sublet the service provided under this Contract, or any part thereof, without prior written consent of Skagit Transit nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of Skagit Transit. If such consent is requested, Skagit Transit reserves the right to terminate this Contract, or as a condition to Skagit Transit's approval, any potential assignee approved by Skagit Transit shall assume all obligations of the Contractor under this Contract and shall be jointly and severally liable with the Contractor for the payments required herein and performance of all terms, covenants and conditions of this Contract.
- B) In the event consent is given by Skagit Transit to permit subcontracting, no such consent shall be construed as making Skagit Transit a party to such subcontractor or assignee, or of subjecting Skagit Transit to liability of any kind whatsoever, to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with Skagit Transit shall be made through the Contractor. Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any approved subcontractors.

3.00 COMPLIANCE WITH LAWS AND REGULATIONS

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

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

4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

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

5.00 CONFLICT AND SEVERABILITY

- A) In the event of a conflict between the solicitation documents and the terms and conditions of the Contract, Skagit Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Documents in its entirety and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.
- B) In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

6.00 CONTRACT MODIFICATIONS

- A) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Contract shall be effective without prior written consent of Skagit Transit. Oral changes, amendments or agreements are not permitted. Prior to becoming a contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only Skagit Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Skagit Transit.

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- B) When it is advantageous or necessary to modify the Contract, either party may initiate a Change Request to the other in writing. Within ten (10) calendar days after receipt from Skagit Transit of any written change request, Contractor shall submit a detailed price schedule proposal for the 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.
- C) Any change exceeding twenty percent (25%) of the Contract Amount is considered a “Cardinal Change” and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled “Disputes” (Article 12.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

7.00 COPYRIGHTS / PATENTS

- A) Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any copyrighted, patented or unpatented invention, design, process, method, artwork, or article manufactured or used in performing this Contract or with the completed Work. Contractor and its sureties shall indemnify and hold Skagit Transit and its officers, agents and employees harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention, design, copyright or patent. Before final payment is made on the account of this Contract, Contractor shall, if requested by Skagit Transit, furnish acceptable proof of a proper release from all such fees or claims.
- B) Should the Contractor, its agents, servants or employees, or any of them be enjoined from furnishing or using any invention, design, article, equipment, art, music, computer program, or material covered by letters, patents, or copyright, provided or required to be provided or used under the Contract, the Contractor shall notify Skagit Transit in writing and promptly substitute other designs, articles, equipment, art, music, computer programs or materials in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to Skagit Transit. It is mutually agreed and understood without exception that the Contract Prices shall include all royalties or costs arising from the use of such invention, design, article, equipment, art, music, computer program, or material in any way involved in the performance of this Contract.

8.00 DEBARMENT AND SUSPENSION

In order to conduct business with Skagit Transit, 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 submitting a bid or proposal 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 listed herein. 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 Skagit Transit immediately of circumstances which made the original certification no longer valid, Skagit Transit may immediately terminate the Agreement.

9.00 DELIVERY

- A) All work or services must be made at the applicable work site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. For any exception to agreed-upon delivery dates Contractor shall give prior notification and obtain written approval thereto from Skagit Transit. Skagit Transit will rely on these delivery dates for its transportation service commitments and may: 1) reject late delivery of the product; 2) reject late delivery of the product and purchase such or similar products from another source; or 3) accept late deliveries. In any case, Contractor shall be liable for all of Skagit Transit’s costs and damages, including direct, incidental and consequential damages, resulting from a late delivery.

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- B) Skagit Transit's acceptance of a late delivery shall not waive the remaining delivery schedule or relieve Contractor of its obligation to make future deliveries in accordance with the Contract. Contractor shall immediately notify Skagit Transit of its inability to meet a scheduled delivery date and provide Skagit Transit with the reason, expected length of the delay, and a written recovery schedule. Contractor shall make every effort to avoid or minimize the delay to the maximum extent practicable, including the expenditure of premium time and most expeditious transportation. Any additional costs caused by these requirements shall be borne solely by Contractor.

10.00 DESIGNATED EMPLOYEES

Contractor shall have the personnel necessary to perform all work or services required under this Contract. All work or services shall be performed by the Contractor, its employees, agents, representatives, or by authorized subcontractors. No other individuals shall perform the Contract Work without the prior written consent of Skagit Transit. Contractor shall notify Skagit Transit in writing of its intent to replace or substitute key personnel. Skagit Transit reserves the right to request the removal of any of the Contractor's employees, agents, representatives and subcontractors and the Contractor shall replace such persons upon demand by Skagit Transit.

11.00 DETERMINATION OF RESPONSIBILITY

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

12.00 DISPUTES

- A) **Decision of the Executive Director:** Except for bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights under Part C below. If the Executive Director does not issue a written decision regarding any contract controversy within seven (7) calendar days after Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, Contractor mails or otherwise delivers a written appeal to the Skagit Transit of Board of Directors. Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.
- B) **Performance during Dispute:** Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.
- C) **Appeals:** Contractor may appeal the Executive Director's decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Skagit Transit Board Chairperson within seven (7) calendar days of receipt of the Executive Director, or designee's, decision. The Executive Director, or designee's, decision shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. A three-member committee of the Skagit Transit Board, as appointed by the Board, shall decide the appeal. Written argument must be submitted to the committee. The committee may affirm or reverse the decision of the Executive Director, or designee, or reverse the decision in part. The decision of the committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

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- D) **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Skagit Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Skagit County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.
- E) This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

- A) **Force Majeure Definition:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure.
- B) The following shall be in effect during major emergencies or disasters:
- Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.
 - Contractor and Skagit Transit agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above.
 - In the event Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, Contractor agrees to make such delivery as soon as practicable or shall immediately assist Skagit Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.
- C) **Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
- D) **Rights Reserved:** Skagit Transit reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against Skagit Transit.

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14.00 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other Alternative Dispute Resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

15.00 ERRORS AND OMISSIONS

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

16.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

- A) To the fullest extent permitted by law, Contractor shall protect, defend, indemnify, save and hold harmless Skagit Transit, its officers, agents, and employees from and against any and all claims (real or imaginary), losses, damages, demands, expense (including reasonable attorney fees incurred in defense) and liabilities (including payroll taxes, penalties or interest); for any suits and judgments in law and equity that may at any time arise by any breach of the above representations, Contractor's failure to meet the obligations of the Contract, or Contractor's failure to comply with any federal, State or local regulation or law; or any suits or proceedings for bodily injuries (including death and emotional claims) or property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom in connection with work performed under this Contract; or caused or occasioned in whole or in part by reason of the presence of Contractor, its employees, agents or their property upon or in proximity to the property of Skagit Transit, or any other property upon which Contractor is performing any work called for or in connection with this Contract, *except* only for those losses, damages or injuries resulting solely from the negligence of Skagit Transit, its officers, agents, and employees. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Contract.
- B) Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW and assumes all liability for actions brought by the Contractor or its employees against Skagit Transit for injuries in the performance of this Contract. Contractor represents this provision has been negotiated with Skagit Transit.
- C) If a lawsuit in respect to this hold harmless provision ensues, Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, employees, and volunteers, Contractor shall pay the same.
- D) Contractor shall give Skagit Transit immediate notice of any suit or action filed or prompt notice of any claim made against Skagit Transit arising out of the performance of this Contract. Contractor shall furnish immediately to Skagit Transit copies of all pertinent papers received by Contractor. If the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.
- E) This Article 16.00 does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

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17.00 INSPECTION

Contractor shall provide and maintain an inspection system acceptable to Skagit Transit covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Skagit Transit during contract performance and for as long afterwards as the Contract requires. Skagit Transit has the right to inspect and test all services called for by the Contract to the extent practicable at all places and times during the term of the Contract. Skagit Transit shall perform inspections and tests in a manner that will not unduly delay the Work. Skagit Transit's inspection of all materials, equipment or services shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements.

18.00 INSURANCE REQUIREMENTS

- A) Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein from insurers licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner pursuant to RCW Title 48. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. The insurance shall protect Skagit Transit against any and all claims for damages to persons or property arising under Contract performance whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Skagit Transit harmless for any claims presented to it as a result of the Contractor's negligence.
- B) All costs for insurance shall be incidental to and included in the cost proposal and no additional payment will be made by Skagit Transit. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Skagit Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.
- C) **Primary Coverage:** Contractor's insurance afforded herein shall be primary insurance and any insurance or self-insurance maintained by Skagit Transit shall be considered excess coverage and not contributory insurance to that provided by the Contractor. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- D) **Subcontractors:** Contractor shall include all subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor providing their own coverage will also name Skagit Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Skagit Transit. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- E) **Evidence of Insurance:** Prior to any work or services commencing under this Contract, Contractor and any subcontractors will provide Skagit Transit a full and certified copy of the ACORD Certificate insurance policy, or policies, and any schedule of underlying policies for Skagit Transit's approval within ten (10) calendar days of Contract Award. If the Contract is executed, no payment will be due until all insurance certificates are furnished. Skagit Transit reserves the right to request a certified duplicate original of the policy or policies at any time.
- F) **Minimum Scope and Limits of Insurance:** Coverage listed below is the minimum to be provided and not limitations of liability under the Contract, indemnification, or applicable law provisions. Skagit Transit shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and may, at its expense, purchase greater limits and broader coverage. Coverage for each policy period shall be at least as broad as the following:
- (1) **Commercial General Liability:** One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage, including Personal Injury/Advertising Liability; Premise and Operations; Contractual Liability; Protective Liability; Products and Completed Operations; and a general aggregate limit of at least Two Million Dollars (\$2,000,000).

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- (2) **Comprehensive Automobile Liability:** One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage for all owned, non-owned, and hired or rented vehicles assigned to or used in the performance of work or services under this Contract.
- (3) **Employer's Liability and Workers' Compensation:** Workers' Compensation shall be provided in the State Statutory Limits and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. If Contractor is not eligible for Worker's Compensation Insurance it shall indemnify and hold Skagit Transit harmless for any claims presented to it solely as a result of the Contractor's actions.
- (4) **Additional Insured Endorsement:** Skagit Transit shall be named as Additional Insured on both Commercial General Liability and Comprehensive Auto Liability policy, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes lower limits than those maintained by the Contractor. **Language such as the following will be used in the description area of the ACORD Certificate: "SKAGIT TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT #19-011".**
- (5) **Errors and Omissions Endorsement:** For all errors and omissions for which the insured is held legally liable.
- G) **Excess Liability:** Coverage in the minimum amounts set forth above shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- H) **Failure of Coverage:** Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of contract upon which Skagit Transit may, after giving five (5) business days written notice to Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Skagit Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Skagit Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Skagit Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve Contractor from its insurance obligations hereunder.
- I) **Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to Skagit Transit within one (1) business day of Contractor's receipt of such notice.
- J) **Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, and employees, Contractor shall pay the same.

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- K) **Rights of Subrogation:** Skagit Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. Contractor shall cooperate with Skagit Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Skagit Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of Contractor to promptly remit the sums due to Skagit Transit under the provisions of this subpart.

19.00 JURISDICTION LAWS AND VENUE

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

20.00 LIENS, CLAIMS AND ENCUMBRANCES

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

21.00 NON-DISCRIMINATION

- A) Skagit Transit is an Equal Opportunity Employer. With respect to performance under this Contract, Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.
- B) In all solicitations made by the Contractor for work to be performed under subcontract, including procurements of goods or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto.
- C) In the event of breach of any of the above non-discrimination covenants, Skagit Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Skagit Transit may bar the Contractor from performing any services for Skagit Transit now, or in the future, unless a showing is made satisfactorily to Skagit Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

22.00 OPTION YEARS – CONTRACT RENEWAL

At Skagit Transit's sole discretion and no later than sixty (60) calendar days prior to the end of the initial 3-year Contract Term, and any subsequent terms thereafter, the parties will negotiate to extend the Contract for an additional one-year term by utilizing the applicable Option Year prices provided on the Contractor's submitted Proposal Form, Exhibit B.

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- A) **Special Orders:** Projects completed from a Work Order Request (WOR) shall be invoiced separately from standard services under the Contract. At a minimum, Contractor shall provide the hours spent performing such work; the hourly rate and materials rate specified on the Contractor's Proposal Form, Exhibit B, except as may be modified by written Amendment; and any reimbursable costs and expenses incurred in connection with such work.
- B) **Approval of Invoices:** Prior to approval of payment, the Skagit Transit Project Manager shall make verification of work performed or items received. Payment shall be based upon the Contractor's prices submitted on the Proposal Form, Exhibit B, except as may be modified by written Amendment.
- C) **Invoices shall be submitted to:** Skagit Transit, Accounts Payable, 600 County Shop Lane, Burlington, WA 98233 for all transactions made as soon as practicable after the service was performed or items were delivered rather than on a monthly basis.
- D) **Payment:** Will be made by Skagit Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by Skagit Transit. Acceptance of such payment by Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.
- E) **Payment does not imply acceptance of Work:** The granting of any progress payment or payments by Skagit Transit, or the receipt thereof by Contractor, shall not constitute in any sense acceptance of the Work or service, or any portion thereof, and shall in no way lessen the liability of the Contractor to remedy defective work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Payment does not waive Skagit Transit's right to reject defective or non-conforming Work, materials, equipment or service even though the same is covered by the payment, nor is it a waiver of any other rights of Skagit Transit.

24.00 PERFORMANCE STANDARDS

- A) As used in this Article, the word "*service(s)*" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.

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- B) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform with contract requirements, Skagit Transit will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other rights, Skagit Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense; 2) refund Skagit Transit the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.
- C) Contractor shall acknowledge such notice within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the Skagit Transit Project Manager, or designee.
- D) Within seven (7) calendar days of acknowledging said notice, Contractor must provide Skagit Transit with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. Skagit Transit may accept or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
- E) In the case of an emergency where Skagit Transit believes delay could cause serious injury, loss or damage, Skagit Transit may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of Skagit Transit employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and Skagit Transit may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- F) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Skagit Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Skagit Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three business (3) days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for Skagit Transit contracts may be rejected without consideration.
- G) This procedure to remedy defects is not intended to limit or preclude any other remedies available to Skagit Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Skagit Transit of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.

25.00 PRICE ESCALATION

Beginning with Year Four negotiations to utilize any Option Years, Contractor may submit a proposal request to Skagit Transit to increase its rates, providing the cost increase is caused by factors outside of the Contractor's control such as the cost of raw materials, the cost charged by the supplier/manufacturer, a change in supplier location or implementation of new laws and regulations. In this event, Contractor must submit with their request detailed cost data and other documentation that verifies their claim of an increased rate, or any other documentation that Skagit Transit deems necessary to determine, through a cost analysis or audit, that the Contractor's request for a price increase is fair and reasonable. Factors for consideration are:

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- ✓ If Contractor's increased costs are due to a price increase from their supplier/manufacturer, Contractor must establish and provide Skagit Transit with documentation that their supplier's price is consistent with current market conditions and that they could not get a better price from another supplier/manufacturer.
- ✓ Contractor must establish that their cost increase is five percent (5%) or higher; anything less will be denied.
- ✓ Contractor's request for a rate increase must not result in a twenty-five percent (25%) or greater cost to the Contract Amount, or annual cost to Skagit Transit, as this is considered an impermissible **CARDINAL CHANGE** which must be denied and the Contract will need to be terminated and re-bid.

Skagit Transit will review the request and may ask for additional information before making a decision. Any rate increase will be made by a written Amendment to the Contract and shall become effective on the execution date of the Amendment.

26.00 PROPERTY LIABILITY

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

27.00 RECORD OWNERSHIP, RETENTION, AUDIT AND INSPECTION

- A) All records, reports, documents, or other materials produced by the Contractor in relation to this Contract, or obtained or prepared by Contractor in connection with the performance of the services contracted for herein, shall become the property of Skagit Transit and shall, upon request, be provided to Skagit Transit free of charge, or upon termination or expiration of this Contract, whichever is sooner. Contractor shall maintain all records in relation to this Contract for a period of at least three (3) years from the termination or expiration of this Contract. Contractor shall preserve the confidentiality of all Skagit Transit documents and data accessed for use in Contractor's work product.
- B) Contractor agrees that Skagit Transit or any of its duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all books, records, documents, and other data of the Contractor related to pricing or performing the Contract in order to evaluate the accuracy, completeness and currency of the cost of pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of pricing data submitted, along with the computations and projections used.

28.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

- A) The parties agree that an independent contractor relationship will be created by this Contract whereby, in the performance of this 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 Skagit Transit under chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- B) Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- C) Contractor shall indemnify and hold harmless Skagit Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent contractor.

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29.00 REPRESENTATIVES

- A) **Skagit Transit Representatives:** The Contracts Administrator is Skagit Transit's designated representative for contract compliance. The Project Manager is the designated representative for performance compliance. Both are listed on the standard form of agreement, Page 1 of this Contract.
- B) **Contractor Representative:** At the time of Contract Award, Contractor shall appoint a representative as a Point of Contact ("POC") for Skagit Transit and contract liaison agent through whom Skagit Transit will communicate. POC shall respond to all written communications from Skagit Transit representatives within seven (7) calendar days from receipt.
- C) Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

30.00 SERVICE OF NOTICES

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

31.00 STATE AND LOCAL LAW DISCLAIMER

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

32.00 SUPERVISION AND COORDINATION

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

33.00 SUSPENSION OF CONTRACT

Skagit Transit may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from Skagit Transit.

34.00 TERMINATION

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

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- B) **Termination for Default:** In addition to Termination for Convenience, Skagit Transit may terminate for default if Contractor breaches the terms or violates the conditions of the Contract, including but not limited to: failure to deliver in accordance with the Contract delivery schedule, or failure to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or failure to complete the Work within this time, or failure to comply with any other provision of this Contract. Termination shall be effected by Skagit Transit serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to Skagit Transit caused by such default, up to the date of termination as specified in the Notice. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same and dispose of it in the manner Skagit Transit directs. If it is later determined by Skagit Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault or negligence of, or are beyond the control of, the Contractor; Skagit Transit may allow the Contractor to continue performance under the Contract after setting up a new delivery of performance schedule, or treat the termination as a Termination for Convenience.
- C) **Opportunity to Cure.** Skagit Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Skagit Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Skagit Transit setting forth the nature of said breach or default, Skagit Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- D) **Waiver of Remedies for any Breach.** In the event that Skagit Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Skagit Transit shall not limit Skagit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

35.00 WARRANTY

- A. Contractor warrants to Skagit Transit that all work and materials performed under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any submitted manufacturer's warranty. Contractor shall furnish to Skagit Transit any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.
- B. **Product:** Contractor warrants to Skagit Transit that all materials furnished under this Contract will be of highest quality and new; free from liens, faults and defects and in conformance with the Contract Documents. All such materials shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. All materials not so conforming to these standards shall be considered defective. If required by Skagit Transit, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials.

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- C. **Workmanship**: Contractor hereby guarantees all Contract Work against defective materials or faulty workmanship for a minimum period of one (1) year after acceptance (payment) by Skagit Transit, or within such longer period of time as may be prescribed by law, and shall replace or repair any defective materials or faulty workmanship during the period of the guarantee at no cost to Skagit Transit. This warranty shall be in addition to any other express or implied warranties for particular materials or work items indicated in the Contract Documents, and in addition to other rights or remedies available to Skagit Transit under this Contract or at law. Skagit Transit shall immediately give written notice to Contractor of any defect discovered within said warranty period. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, or Skagit Transit determines the Contractor's corrective action is not satisfactory, Skagit Transit, in its sole discretion, may correct the defect itself and charge-back the cost to the Contractor, including shipping charges, regardless of who actually corrects the defect.
- D. **Remedies**: Contractor will maintain copies of all warranty information and shall cooperate with Skagit Transit to immediately facilitate any warranty related work to satisfactorily correct the defect, error, or non-conformity at Contractor's sole expense. Warranties shall not apply to work or materials that have been abused or neglected by Skagit Transit. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. The Skagit Transit Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.
- E. **Warranty of Title**: Contractor shall have no property right in the materials used after they have been attached or affixed to Skagit Transit real property, or after any payment has been made by Skagit Transit towards the value of materials delivered to the work, or stored subject to or under the control of Skagit Transit. Title to all such materials shall become the property of Skagit Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Skagit Transit, whichever occurs earlier.

PROPOSAL FORM / RFP 19-011 / INSURANCE BROKER FOR EMPLOYEE BENEFITS

PART 1 INSTRUCTIONS

This section, Exhibit B, will be your Proposal. ANSWER EACH PART DIRECTLY ON THIS FORM IN THE SPACES PROVIDED. Mark spaces that do not apply with the initials 'N/A' (Not Applicable). Do not leave an item blank or your proposal may be considered Non-Responsive.

Parts requiring narrative responses shall be attachments limited to one single-sided page per sub-part. Clearly mark any attachments with the phrase "RFP #19-011, Exhibit B, the part or sub-part number to which it refers, and your name and the name of your firm on each sheet of paper used. **NOTE: ONLY HARDCOPY PRINTED FORMS WITH AN ORIGINAL SIGNATURE WILL BE ACCEPTED.** Completed forms via e-mail or fax submission will **NOT** be accepted as a valid proposal.

PART 2 BUSINESS INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing proposal: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA Unified Business Identification (UBI) Number: _____

WA State Excise Tax Registration Number: _____

WA Industrial Insurance Account Identification Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

PART 3 RECEIPT OF ADDENDA

Call Skagit Transit prior to filling out this section to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

3.1 Receipt of the following Addenda to the proposal package is acknowledged:

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

3.2 No Addenda Received _____ (initial)

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PART 4 INSURANCE COMPANY

Name of Company: _____

Name of Insurance Agent: _____

Mailing Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

PART 5 PROFESSIONAL REFERENCES

List three professional references who are able to provide information regarding your ability to perform relevant INSURANCE BROKER FOR EMPLOYEE BENEFITS services under contract with a public agency or customers similar in size, scope and complexity as required in this RFP. **NOTE: AN E-MAIL ADDRESS IS REQUIRED.**

I/We give Skagit Transit permission to contact the following business references in regards to our prior job performance:

5.1 Firm Name: _____

Owner Name: _____ Contact Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Dollar Value of Contract: \$ _____

5.2 Firm Name: _____ Contact Name: _____

Owner Name: _____ Contact Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Dollar Value of Contract: \$ _____

5.3 Firm Name: _____ Contact Name: _____

Owner Name: _____ Contact Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Dollar Value of Contract: \$ _____

5.4 Regarding the professional reference list provided above, attach a narrative description of these contracts in more detail to demonstrate that you have the necessary experience to serve Skagit Transit and how this service is relative to that contemplated in the RFP.

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Proposers shall provide a service proposal document which shall demonstrate an understanding of the requirements as stated throughout this RFP, including a service description and a list of work tasks and related timelines to produce expected results.

6.1 Approach and Understanding of the Scope of Work (SOW)

- a. Provide a brief (not more than one single-sided 8.5"x11" page) narrative demonstrating your understanding of the SOW and service requirements. Discuss the necessary tasks, services and materials proposed to accomplish the SOW.
- b. Describe your proposed organization and management of requirements from the SOW.
- c. Discuss the effects on existing workloads and how Skagit Transit's requests will be integrated to ensure timely completion of its projects.

6.2 Qualifications and Experience

- a. Provide a description of your company and parent company, if applicable, to include:
 - Number of years the company has been in business under current or previous names, or additional assumed business names.
 - Current size by total number of employees and sales volume.
 - Types of service or specialties offered.
 - Location relative to Skagit Transit's MOA facility in Burlington, WA and business hours.
 - Mission or methodology for managing and delivering quality products and service.
 - Experience with other public agencies or customers with a fleet similar in size to Skagit Transit.
- b. Describe your company's procedures of quality assurance.
- c. Outline all of the personnel that will be involved in the completion of the service requirements. Include their name, title, role, years of experience in that role, professional qualifications and certifications, State of Washington registrations, licenses, or any other credentials held, and state whether or not the person is a direct employee of the company or a sub-contractor.
- d. Describe the experience of the proposed project team in completing work of similar scope, size and nature.

6.3 Deviations in Requirements

If applicable, provide a statement or list in detail all deviations in your ability to comply with any of the RFP requirements and the reason why. State your proposed alternative and how it's equal to or better than the requirements requested by Skagit Transit.

**AFFIDAVIT CONCERNING NON-COLLUSION, CONFLICTS OF INTEREST,
ANTI-KICKBACKS, SEGREGATED FACILITIES, DEBARMENT AND SUSPENSION**

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I/WE CERTIFY:

That to the best of my/our knowledge and belief, the solicitation documents in their entirety and any Addenda issued thereto have been examined, read, and that the Proposer thoroughly understands:

- ✓ The procedures and instructions of this Request For Proposals;
- ✓ The terms and conditions of the resulting Contract;
- ✓ The work embraced under the Contract;
- ✓ The Criteria upon which our Proposal will be evaluated;
- ✓ That information contained in this Proposal is accurate and complete;
- ✓ The offer may be kept open for a period of sixty (60) days from the Proposal Due Date;
- ✓ That I/we have the legal authority to commit this company to a contractual agreement;
- ✓ That our submitted Proposal will become part of the public record.
- ✓ That final funding for any contract is based upon budget amounts approved by the Skagit Transit Board of Directors.

We, the undersigned, propose to provide Skagit Transit with Insurance Broker for Employee Benefits for the amount of consideration stated in Exhibit B in accordance with the Scope of Work and other contract requirements.

NON-COLLUSION

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 mentioned Work or supplies to put a sham proposal, or any other person or corporation to refrain from submitting a response; and that said Proposer has not in any manner sought by collusion to secure to himself 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 Skagit Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Skagit Transit may require.

2. No officer, employee, Board member, agent of Skagit 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 Skagit 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

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 Skagit 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

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 and 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

Proposer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal 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 under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not 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 Paragraph 2 above; and
4. Have not within a three (3) year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

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

NOTE: The penalty for making false statements in offers is prescribed 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 U.S.C. SECTIONS 3801, ET SEQ. ARE APPLICABLE THERETO.

Authorized Signature

Date

Printed Name & Title

Company Name

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public in and for the State of _____,

residing in _____

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

BIDDERS LIST – DBE and SBE

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Federal Transit Administration (FTA)

As required by 49 CFR Part 26.11, Skagit Transit is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting subcontracts on U.S. Department of Transportation-assisted contracts. To comply with this provision of the regulations, Skagit Transit requests the following information required by the FTA.

This information is not used in determining award of contract or in evaluating your bid or proposal in any way. Providing this information is voluntary.

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women’s Business Enterprises?

Yes No

Is your firm a Small Business Enterprise (SBE) meeting the size requirements of 49 CFR Part 26.65 whereby average annual gross receipts for the previous three years do not exceed \$22.41 million (or as adjusted for inflation by the Secretary of USDOT)?

Yes No

How long has your firm been in business? _____


Please check the box that describes your total (national) gross annual receipts:

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000 | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> Greater than \$5,500,000 |

Please return this form to Skagit Transit’s Contracts Administrator, 600 County Shop Lane, Burlington, WA 98233 or include it with your bid or proposal.

Thank you very much!

****Optional Use Form****

	<p>600 County Shop Lane Burlington, WA 98233 Fax: 360-757-8019</p>	<p>IFB #19-011</p> <p>INSURANCE BROKER FOR EMPLOYEE BENEFITS</p>
<p>If your firm elects to not submit a response to this solicitation, please complete this form and return to: Elisa Rizzo, Procurement and Contracts Coordinator.</p>		

NO BID NOTICE

A response to the solicitation is not being submitted for the following reason(s):

- | | |
|--|---|
| <input type="checkbox"/> We do not provide the required goods or services
<input type="checkbox"/> The project scope is too small
<input type="checkbox"/> The project scope is too large
<input type="checkbox"/> Specifications are not sufficiently defined
<input type="checkbox"/> Cannot handle due to present work load | <input type="checkbox"/> Cannot meet delivery or response time requirements
<input type="checkbox"/> Licensing restrictions (please explain below)
<input type="checkbox"/> Insufficient time to prepare submittal
<input type="checkbox"/> Cannot comply with contract terms and conditions (please specify below)
<input type="checkbox"/> Other reasons (please explain below) |
|--|---|

ADDITIONAL REASONS / COMMENTS:

I/We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	

****Optional Use Form****