



TASK	ESTIMATED DATES
RFP Release	November 1, 2022
Questions Due by 4:00 PM PST	November 15, 2022
Answers provided	November 22, 2022
Proposals Due by 4:00 PM PST	December 1, 2022
Firm Interviews (if necessary)	December 8, 2022
Highest Rated Firm Selected	December 12, 2022
If necessary, move on to second highest rated firm	December 19, 2022
Notice of Intent to Award	January 3, 2023
Island Transit Approval	January 20, 2023
Project Kick-off	January 30, 2023

An electronic copy of the complete RFP document and support reference documents can be obtained by contacting Island Transit.

Each proposal must be submitted in accordance with the requirements listed in the RFP package that is also on file at the Island Transit Administration Office, 19758 SR 20 Coupeville, WA 98239.



I. INTRODUCTION

The Island County Public Transportation Benefit Area (PTBA) dba Island Transit is a municipal corporation of the state of Washington, and is the public transit agency providing fixed route, paratransit, and vanpool services on Camano and Whidbey islands, including connections to Skagit and Snohomish County. The agency has been a fare free system from its inception; sales tax, often volatile, is the primary source of the agency's funding. A Board of Directors govern Island Transit and is comprised of two Island County Commissioners, three appointed City and Town Council members and a labor representative. The agency has a staff of 115 employees including bus Operators and office staff, and an annual operating budget of \$16 M.

In response to proposed new service options which were introduced in Island Transit's *Island Transit Maximized* route network analysis and alternative service options report completed in early 2022, the agency is addressing the changing travel patterns in Island County following the COVID-19 pandemic. It became clear that essential workers and vulnerable populations in overburdened communities want and would use transit if available when needed. As a result, Island Transit is implementing significant service improvements in the coming 12 months including service on Sundays and late evenings. Additionally, Island Transit will implement an on-demand service to efficiently and effectively address these issues in certain areas. During this process the agency is also addressing climate change by reducing the agency's carbon footprint. This is part of a plan to transition its fleet to zero-emission vehicles.

II. SCOPE OF WORK

Project Background

The success of Island County, Washington's rural public transportation expansion and transition to zero emissions, in part, depends on the public's understanding of its purpose and its value. This requires a branding strategy that conveys Island Transit's distinctive message in words, graphics, and infrastructure design, along with a communications strategy that distributes that message to current and potential users, stakeholders, and influencers of the services. Branding and communications are integral to each other and together they are integral to the success of the continued expansion of services and transition to zero emissions. Marketing and Communications will use the branding materials to educate the public about Island Transit's benefits, identify and address conflicts created through expanded services and zero emissions goals, and attract initial and continued use of the region's public transit system.



Purpose:

- To redefine Island Transit's brand as it expands its services and continues its transition to a zero emissions footprint,
- To document the brand elements and apply it to the new and existing assets as defined in tasks.

Scope of Work

○ **Project Management**

- Purpose: To ensure the project is completed on time and within budget to Island Transit's satisfaction.

Product: Project management and coordination will be the focal point of communication between the Contractor and Island Transit. The Contractor will produce a detailed work plan that includes the scope of work (SOW), project schedule, budget break-down, and staffing plan developed in coordination with Island Transit. The Contractor will provide weekly status updates via email to the project manager(s). The Contractor will lead at least one (1) introductory meeting with Island Transit's staff at the beginning of the project.



Task 1: Brand Assessment

- **Purpose:** To assess Island Transit's current brand identity and establish the landscape for incorporation of a rebrand; to recommend brand improvement strategies.

Product: The Contractor will present in one (1) meeting with Island Transit staff the following:

- Visual analysis of physical assets and online presence,
- Summary of brand cohesiveness and awareness, and
- Recommended action steps for the current and future Island Transit brand.

Anticipated Completion: Month/ year. Proposers must submit a detailed timeline of what they anticipate is feasible.

Task 2: Brand Creation

- Purpose: To provide Island Transit with a final brand identity for the system once approved by the Island Transit Executive Director.
- Product: A fully developed Island Transit brand, which includes:
 - Full-color logo,
 - Horizontal and vertical forms of the logo,
 - Reverse out logo (white logo printable on any color background),
 - All black logo,
 - Logo usage guidelines,
 - Color scheme (2 color minimum – Island Transit retains the option to choose the final recommended colors, branding guidelines will include instructions for RGB and HEX color numbers),
 - Font(s),
 - Tagline(s),
 - Brand story, and
 - Graphic elements

Process: The Contractor will provide weekly status updates via email to the project manager(s). The Contractor will develop four preliminary brand identity options, which will be presented to Executive Director, Marketing & Communications officer, and other pertinent staff.

Four options to explore include: Island/Nautical, Zero Emission, Resort/Adventure, and Indigenous



Each option shall include:

- Logo
- Color scheme (2 color minimum – Island Transit retains the option to choose the final recommended colors)
- Tagline
- Brand story

Staff will relay all feedback regarding the four designs.

Task 3: Development of Brand

- The Contractor will fully develop the brand, which must include all aforementioned items in “Product” under Brand Creation.
- The Contractor will present the developed brand to staff.
- Contractor shall develop complimentary strategies, materials, and process of delivery for selected brand.
- Additional meetings in person or online may be scheduled throughout the process as needed until a satisfactory brand has been finalized.
- The Contractor shall provide Island Transit with final graphic files (such as packaged InDesign, Illustrator, jpeg, and any other formats requested).
- Anticipated Completion: TBD
- Note: Public relations, outreach, distribution, printing, media purchasing, public voting, and any marketing collateral are not included in the Contractor duties and will be handled by Island Transit staff.
- All work remains the property of Island Transit to use or modify as desired and subject to final approval by Island Transit. All deliverables shall be provided in editable, native formats.

Task 4: Brand Coordination

- **Purpose:** To ensure brand continuity with all Island Transit assets
- **Product:** The branding elements shall be incorporated into final designs (including color, logo, and font) for all assets. The Contractor will advise Island Transit staff during the final design process to ensure that the brand is represented consistently.
- Schematic scaled drawings that illustrate the graphic design (including color, logo, and font) of all new and existing Island Transit vehicles.
- Drawings shall include the front, back, street and curb side views of the vehicles based on scaled drawings provided by the vehicle manufacturer.
 - **Process:** It is anticipated that final design documents will be prepared in conjunction with the branding process, therefore communication is critical throughout the process. For new assets: This task will not begin until the vehicle



- manufacturer has been selected and major elements of the vehicle exterior have been finalized. For all assets: Based on the final brand design, the Contractor will develop three preliminary fleet graphic ideas. These options will be presented to the staff in one (1) meeting (online or in person) for feedback. The Contractor will then develop the final drawings for the vehicle graphics based on input received. Additional meetings via conference call or in person may be scheduled throughout the process as needed until a satisfactory design has been finalized.
- **Design includes:** All transit assets including vehicles, buildings, bus signs, shelter signs, web page attributes, and printed materials.

Timeframe: TBD

IV. PROPOSAL CONTENTS

To facilitate evaluation of the proposal, firms are **required** to adhere to the following format, i.e., **COMPANY OVERVIEW; PROJECT SPECIFIC WORK PLAN AND FEATURE OVERVIEW; COST PROPOSAL.**

A. COMPANY OVERVIEW

This summarizes your proposal and your firm's qualifications. You may use this section to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

1. **Transmittal Letter:** The Firm must submit **one** original Transmittal Letter of no more than **three** pages signed by an official authorized to solicit business and enter into contracts for the proposing Firm. The Transmittal Letter must contain the following information and statements:
 - a. Years in Business
 - b. Executive Team
 - c. Organization Chart of Submitting Firm
 - d. Authorized Official's Name, Title, and Contact Information
 - e. Proposer's federal and state taxpayer identification numbers.
 - f. "Proposal may be released as public information in accordance with requirements of the laws covering same." (Any proprietary information must be clearly marked).
 - g. "Proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with Island Transit."



- 2. Experience and References:** Provide at least **five (5)** projects either in progress or completed within the last three years. Projects that have been awarded but not yet in service are not eligible experience. Island Transit reserves the right to visit and contact any or all the references listed.

- 3. Product Overview:** Provide no more than three (3) (no more than 25 pages, front and back, each) case studies where your agency developed branding for a service or product. Include an explanation of the original problem, the creative strategy developed to overcome the problem, the budget and the results. The contact names provided with the project descriptions will be considered references and may be contacted. The information provided must be up-to-date or the proposal may be considered nonresponsive.

B. COST PROPOSAL

1. Cost Proposal

Provide a completed pricing sheet that details the billing structure and price information for the Rebranding proposal.



SECTION V - PROCUREMENT SCHEDULE

The procurement schedule for this project is below:

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SECTION VI – INSTRUCTIONS TO PROPOSERS

A. Submittal

Bidders must email one (1) PDF copy to Jake Murray at murray@islandtransit.org. Proposals should be titled: “[Name of Firm] Rebranding RFP.” “Firm Name” must be the name of the prime Firm.

Bidders must also submit a cost proposal. The pricing sheet must be in a separate file titled: “[Name of Firm] Rebranding RFP– Pricing Sheet.” “Firm Name” must be the name of the prime Firm.



The Cost Proposal file will not be opened until each submitted Technical Proposal has been carefully reviewed and evaluated, and the highest-ranking firm has been selected. The Cost Proposal will form the basis of contract negotiations.

Technical and Cost Proposal submissions will be accepted until **4:00 p.m. December 1, 2022**

The timeliness of proposal submission is the sole responsibility of the Firm.

The **Technical Proposal should not exceed fifty (25) double-sided pages**. The page limitation **does not** apply to **Section IV (A) Company Overview** of the Proposal

Any proposal **not** received by the specified date and time will be automatically rejected and will not receive further consideration by the Island Transit. The Island Transit reserves the right to reject all proposals, disqualify nonconforming or incomplete proposals at its sole discretion, waive deviations from the RFP, and determine whether firms are qualified.

All proposals submitted to the Island Transit in response to this RFP shall become the property of the Island Transit and will not be returned and such proposals are subject to the Washington Public Records Act.

Proposals shall be valid for a minimum of 90 days following submission.

One round of questions is anticipated for this RFP. Questions regarding any part of the RFP may be submitted in writing **via email** to Jake Murray at murray@islandtransit.org. All email correspondence shall use the title *Island Transit Rebranding*. All written requests for RFP clarifications must be received by **4:00 p.m. PST November 15, 2022**. **There will be a live Q&A via zoom on November 14, 2022, at 10:00am Pacific Standard Time. Please register, by emailing Jake Murray, for the live Q&A by November 11, 2022, 4:00am Pacific Standard Time.**

No contact with Island Transit staff or evaluation committee members is permitted. Only information received through the official question and answer process may be relied upon by the Proposer.

SECTION VII – EVALUATION PROCEDURES

A. REVIEW COMMITTEE & SELECTION COMMITTEE

1. The evaluation process is not designed to simply award the contract to the lowest cost proposer. Rather, it is intended to help Island Transit select the proposer with the best combination of attributes, including price, based on the evaluation



factors.

2. Agency staff will review all timely submittals to determine if they are responsive in comparison to the stated requirements and will establish a list of firms to be further considered. A review panel of three or more persons may include non-agency employees who offer subject matter expertise.

3. Island Transit reserves the right to request additional information that, in Island Transit's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

4. Finalists may be invited to make an oral presentation to the Evaluation Committee.

5. The Evaluation Committee shall use the additional information gathered in oral interviews to update their score and attempt to negotiate a mutually satisfactory agreement with the highest-ranking Firm. If an agreement cannot be reached with the highest-ranking Firm, Island Transit will attempt to negotiate an agreement with the second highest-ranking Firm, and so forth.

6. Approval of the Proposer recommended by Island Transit staff will be submitted by the Executive Director to the Island Transit Board with a recommendation for award of the contract.



B. Evaluation Criteria and scoring

CRITERIA	DETAIL	SCORING
Creative Approach – Case Studies & Proposed Approach	Provide no more than three (3) case studies where your agency developed branding for a service or product. Include an explanation of the original problem, the creative strategy developed to overcome the problem, the budget and the results. Where possible, include any branding work with applications, size and scope similar to Island Transit. Show a proposed approach to the brand values, desires, and process outlined above. Provide a proposed schedule outlining how the Contractor plans to complete all tasks by the deadlines listed above.	40 points
Qualifications / Experience	Demonstrated technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm. Review of client references.	25 points
Project Management Plan	Logic of proposal, well defined approach, implementation, and project schedule.	35 Points
	Total	100 Points

SECTION VIII - CONTRACT AWARD AND EXECUTION

Island Transit reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the proposers can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to Island Transit.



NOTICE OF INTENT TO AWARD

Once the Evaluation Committee has successfully negotiated an agreement with the Firm, Island Transit staff will send the recommended Firm three original copies of the Terms and Conditions attached. Upon receiving these documents, the recommended Firm shall sign all three copies of the Terms and Conditions and return them to Island Transit within five business days.

FINAL DETERMINATION

The Evaluation Committee will forward its recommendation for the contract award along with the three signed copies of the Agreement to the Island Transit's Executive Director. After review and consideration of this recommendation, Island Transit's Executive Director has the discretion to: 1) award the contract, or 2) reject all proposals. Once the Executive Director has decided to award the contract, Island Transit's Board of Directors will give final approval.

The general conditions and specifications of the RFP and as proposed by Island Transit and the successful proposer's response, as amended by agreements between Island Transit and the proposer, will become part of the contract documents. Additionally, Island Transit will verify proposer representations that appear in the proposal. Failure of the proposer's products to meet the mandatory specifications may result in elimination of the proposer from competition or in contract cancellation or termination.

The proposer selected as the apparently successful proposer will be expected to enter into an agreement with Island Transit. The terms and conditions attached in Appendix A are mandatory.

EXCEPTIONS TO TERMS AND CONDITIONS

Indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Attachments and proposed Agreement. Proposals which take exception to the specifications, terms or conditions of this RFP or the Proposed Agreement or offer substitutions shall explicitly state the exception(s), reason(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms and specifications of the RFP and the Proposed Agreement.

UNSUCCESSFUL PROPOSERS/SELECTION DISPUTES

After the Evaluation Committee finalizes its recommendation, the unsuccessful firms will be notified of Island Transit's intent to recommend the Island Transit Executive Director award the contract to the recommended firm.



Unsuccessful firms will be debriefed upon their written request. Debrief requests must be submitted to Island Transit staff within five (5) business days after Island Transit's Executive Director's award of contract.

APPEALS

Proposers who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the Procurement Specialist within ten (10) working days of the issue date on the Notice of Award or disqualification. Appeals should be sent to the following address:

Island Transit

ATTN: Procurement Specialist

19758 SR 20,

Coupeville, WA 98239

The appeal must describe the specific citation of law, rule, regulation, or common business practice upon which the protest is based. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. Island Transit will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent Island Transit from executing a contract with any other

proposer.

RFP AMENDMENTS

Island Transit reserves the right to change the schedule or issue amendments to the RFP at any time. Island Transit also reserves the right to cancel or reissue the RFP.

PROPOSER'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the proposer and shall not be chargeable in any manner to Island Transit.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.



REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

Island Transit reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Island Transit.

PROPOSAL VALIDITY PERIOD

Submission of the proposal will signify the proposer's agreement that its proposal and the content thereof are valid for one hundred and eighty (180) days following the submission deadline and will become part of the contract that is negotiated between Island Transit and the successful proposer.

PUBLIC RECORDS

RCW 42.56.070(1) requires Island Transit to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public records" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by Island Transit regardless of physical form or characteristics. A "public record" can be any writing "regardless of physical form or characteristics." RCW 42.56.010 (3). "Writing" is defined very broadly as: "... handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated." RCW 42.56.010(4). An email, text, social media post and database are therefore also "writings."

Under Washington state law, the documents submitted in response to this Request for Proposals (the "documents") become a public record upon submission to Island Transit, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If Island Transit receives a request for inspection or copying of any such documents provided by a proposer in response to this RFP, it will promptly notify the proposer at the address given in response to this RFP that it has received such a request. Such notice will inform the proposer of the date Island Transit intends to disclose the documents requested and affording the proposer a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. Island Transit assumes no contractual obligation to enforce any exemption.



Appendix A

Island Transit General Terms and Conditions

- a. **REIMBURSEMENT AND PAYMENT.** Payment will be made by ISLAND TRANSIT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by ISLAND TRANSIT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in, **SECTION (j) – ACCOUNTING RECORDS** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by ISLAND TRANSIT, properly prepared invoices shall be paid by ISLAND TRANSIT within thirty (30) days of receipt of the invoice. Total payments under this AGREEMENT shall not exceed \$_____ without written authorization or amendment to this AGREEMENT by ISLAND TRANSIT.
- b. **ASSIGNMENTS AND SUBCONTRACTS.**
- i. Unless otherwise authorized in advance and in writing by ISLAND TRANSIT, the CONTRACTOR shall not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT
 - ii. The CONTRACTOR agrees to include certain language, attached as ATTACHMENT 1 and by this reference is incorporated here, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:
- c. **NO OBLIGATION BY THE STATE OR FEDERAL GOVERNMENT.** No contract between the CONTRACTOR and its subcontractors shall create any obligation or



liability for ISLAND TRANSIT, WSDOT, OR FTA with regard to this AGREEMENT without specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

d. PERSONAL LIABILITY OF PUBLIC OFFICERS. No officer or employee of ISLAND TRANSIT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of ISLAND TRANSIT.

e. ETHICS.

i. Relationships with Employees and Officers of ISLAND TRANSIT. The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of ISLAND TRANSIT, nor shall CONTRACTOR rent or purchase any equipment and materials from any employee or officer of ISLAND TRANSIT.

ii. Employment of Former ISLAND TRANSIT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of ISLAND TRANSIT without written consent of ISLAND TRANSIT.

iii. Prohibited Interest. No employee of Island Transit shall have any financial interest in this agreement. This agreement shall be terminated if this provision is violated.

f. COMPLIANCE WITH LAWS AND REGULATIONS. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify ISLAND TRANSIT immediately in writing. Should this occur, ISLAND TRANSIT and the



CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

- g. Environmental Requirements.** The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).
- h. Reports and Use of Project Equipment.** The CONTRACTOR agrees that the Project Equipment shall be used for the provision of transportation service within the area described in the caption space header titled “Service Area,” for the Project Equipment’s useful life as set forth in Section 5 – Term of Agreement of this Agreement. The CONTRACTOR further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project Equipment to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project Equipment during the useful life of the Project Equipment, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the state share expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in Section III If the Project Equipment is permanently removed from transportation service, the CONTRACTOR agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment.
- i. Maintenance of Project Equipment.** The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project Equipment to assure it remains in good and operational condition for the useful life of the Project Equipment. All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the CONTRACTOR’s expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT. All other CONTRACTORS must have a WSDOT-approved written Vehicle Maintenance Plan or submit one to WSDOT for approval by October 1, 2021, or prior to the receipt of their first grant funded vehicle. The CONTRACTOR agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer of the Project Equipment, or sooner if needed. The CONTRACTOR shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer’s warranty, if applicable. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project Equipment in accordance with **Section k, Audits, Inspection, and Retention of Records**. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.
- j. ACCOUNTING RECORDS.**

 - i. Project Accounts.** The CONTRACTOR agrees to establish and maintain for the



Project(s) either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project(s). The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project(s) shall be clearly identified, readily accessible and available to ISLAND TRANSIT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project(s).

- ii. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project(s), including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project(s).

k. AUDITS, INSPECTION, AND RETENTION OF RECORDS.

- i. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project(s) and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project(s) as ISLAND TRANSIT, FTA and WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
- ii. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by ISLAND TRANSIT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.
- iii. **Inspection.** The CONTRACTOR agrees to permit ISLAND TRANSIT, WSDOT and/or the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project(s).



- I. LABOR PROVISIONS AND OVERTIME REQUIREMENTS.** No CONTRACTOR or subcontractor contracting for any part of the Project(s) work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.
- m. CHANGED CONDITIONS AFFECTING PERFORMANCE.** The CONTRACTOR hereby agrees to immediately notify ISLAND TRANSIT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project(s) in accordance with the provisions of this AGREEMENT.
- n. DISPUTES.**
- i. Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the Executive Director of ISLAND TRANSIT. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of ISLAND TRANSIT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director of ISLAND TRANSIT. The CONTRACTOR's appeal shall be decided in writing by the Executive Director of ISLAND TRANSIT within thirty (30) days of receipt of the appeal by the Executive Director of ISLAND TRANSIT or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
 - ii. Performance during Dispute.** Unless otherwise directed by ISLAND TRANSIT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.
 - iii. Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.
 - iv. Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the ISLAND TRANSIT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, 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.

o. TERMINATION.

i. Termination for Convenience. ISLAND TRANSIT may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to CONTRACTOR. ISLAND TRANSIT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, ISLAND TRANSIT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, ISLAND TRANSIT may terminate the award in its entirety. ISLAND TRANSIT may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise.
2. ISLAND TRANSIT determines, in its sole discretion, that the continuation of the Project(s) would not produce beneficial results commensurate with the further expenditure of funds.
3. The CONTRACTOR is prevented from proceeding with the Project(s) as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
4. The CONTRACTOR is prevented from proceeding with the Project(s) by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project(s) would not be adequately served by the continuation of financial assistance for the Project(s).



6. In the case of termination for convenience under subsections a.i-v above, ISLAND TRANSIT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to ISLAND TRANSIT. If the CONTRACTOR has any property in its possession belonging to ISLAND TRANSIT, the CONTRACTOR will account for the same, and dispose of it in the manner ISLAND TRANSIT directs.
- ii. **Termination for Default.** ISLAND TRANSIT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of ISLAND TRANSIT, which under the procedures of this AGREEMENT would have required the approval of ISLAND TRANSIT;
 2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates; or
 3. Fails to make reasonable progress on the Project(s) or other violation of this AGREEMENT that endangers substantial performance of the Project(s); or
 4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by ISLAND TRANSIT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, ISLAND TRANSIT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- iii. ISLAND TRANSIT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by ISLAND TRANSIT, in which to cure the defect. In such case, the



notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to ISLAND TRANSIT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, ISLAND TRANSIT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude ISLAND TRANSIT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- iv. In the event that ISLAND TRANSIT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by ISLAND TRANSIT shall not limit ISLAND TRANSIT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- v. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", ISLAND TRANSIT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.
- p. **FORBEARANCE BY ISLAND TRANSIT NOT A WAIVER.** Any forbearance by ISLAND TRANSIT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- q. **LACK OF WAIVER.** In no event shall any ISLAND TRANSIT payment of funds to the CONTRACTOR constitute or be construed as a waiver by ISLAND TRANSIT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to ISLAND TRANSIT with respect to any breach or default.
- r. **LIMITATION OF LIABILITY.**
 - i. The CONTRACTOR shall indemnify and hold harmless ISLAND TRANSIT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against ISLAND TRANSIT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against ISLAND TRANSIT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the



CONTRACTOR to indemnify and hold harmless or defend ISLAND TRANSIT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of ISLAND TRANSIT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) ISLAND TRANSIT, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

- ii. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of ISLAND TRANSIT.
- iii. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- iv. In the event either the CONTRACTOR or ISLAND TRANSIT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.
- s. **AGREEMENT MODIFICATIONS.** Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES.
- t. **ISLAND TRANSIT ADVICE** The CONTRACTOR bears complete responsibility for the administration and success of the Project(s) as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from ISLAND TRANSIT on problems that may arise, the offering of ISLAND TRANSIT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project(s), and ISLAND TRANSIT shall not be held liable for offering advice to the CONTRACTOR.
- u. **VENUE AND PROCESS** In the event that either PARTY deems it necessary to institute legal



action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Island County. The PARTIES agree that the laws of the State of Washington shall apply.

v. SUBROGATION

i. **Prior to Subrogation.** ISLAND TRANSIT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which ISLAND TRANSIT has a financial interest.

ii. **Subrogation.** ISLAND TRANSIT may require the CONTRACTOR to assign to ISLAND TRANSIT all right of recovery against any person or organization for loss, to the extent of ISLAND TRANSIT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else necessary to secure ISLAND TRANSIT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of ISLAND TRANSIT. C. Duties of the CONTRACTOR. If ISLAND TRANSIT has exercised its right of subrogation, the CONTRACTOR shall cooperate with ISLAND TRANSIT and, upon ISLAND TRANSIT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to ISLAND TRANSIT. The CONTRACTOR shall attend hearings and trials as requested by ISLAND TRANSIT, assist in securing and giving evidence as requested by ISLAND TRANSIT, and obtain the attendance of witnesses as requested by ISLAND TRANSIT.

w. **COMPLETE AGREEMENT.** This document contains all covenants, stipulations, and provisions agreed upon by ISLAND TRANSIT. No agent or representative of ISLAND TRANSIT has authority to make, and ISLAND TRANSIT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

x. **SEVERABILITY.** If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

y. **ORDER OF PRECEDENCE** Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

i. Federal law



- ii. State law
 - iii. Terms and conditions set forth in the Request for Proposals (RFP)
- z. EXECUTION.** This AGREEMENT is executed by the Executive Director of ISLAND TRANSIT or their designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of ISLAND TRANSIT, in the capacity as ISLAND TRANSIT'S Executive Director, or designee.
- aa. OWNERSHIP OF DOCUMENTS.** Any reports, studies, conclusions and summaries prepared by the Proposer shall become the property of ISLAND TRANSIT.
- bb. CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Proposer by ISLAND TRANSIT, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to ISLAND TRANSIT. Any oral or written disclosure to unauthorized individuals is prohibited.
- cc. BINDING AGREEMENT.** This AGREEMENT, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this AGREEMENT supersedes any prior agreements, promises, conditions, or understandings between ISLAND TRANSIT and CONTRACTOR. This AGREEMENT may be modified or amended if the amendment is made in writing and is signed by both parties. The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(s) and or entity(s) to the obligations set forth herein. IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.



Appendix B

NON-COLLUSION CERTIFICATION

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to Island Transit for consideration in the award of a contract on the improvement described as follows:

RFP #04-22 Rebranding RFP – Technical Proposal

By:

(Please print)

(Authorized Signature)

Title

Firm

Date



Appendix C

Certificate Regarding Debarment and Suspension

The 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 of this certification; 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 certification, the Proposer shall attach an explanation to this certification.]

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 _____

Title _____

Printed Name and Title:

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



Appendix D

ACCEPTANCE OF TERMS AND CONDITIONS

Indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Attachments and proposed Agreement. Proposals which take exception to the specifications, terms or conditions of this RFP or the Proposed Agreement or offer substitutions shall explicitly state the exception(s), reason(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms and specifications of the RFP and the Proposed Agreement.

If your firm takes no exception to the specifications, terms and conditions of this RFP and the Proposed Agreement, please indicate so.

Signed By: _____

Title: _____

Date: _____

For: _____