60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360-824-4941

REQUEST FOR PROPOSALS

PRTPO Website ADA Compliance

RFP # KT 26-060

October 9, 2026

PROPOSALS ARE DUE OCTOBER 30TH, 2026 BY 2:00 PM

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.3. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Kitsap Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

Bidder's Checklist

Solicitation Number: KT# 26-060
Solicitation Name: PRTPO Website ADA Compliance
Due Date and Time: October 30th, 2026 @ 2:00 PM via Email

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

Letter of Transmittal	
Firms Background and Experience	
Personnel Assigned to Project	
Past Projects (3)	
Cost Proposal	
Exhibit B: Bidder's Affidavit	
Emailed Proposal	

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

Signature:_____ Date:_____

Printed Name and Title:_____

KITSAP TRANSIT REQUIREMENTS:

Section 1 Announcement
Section 2 Instructions for Proposers
Section 3 General Provisions
Section 4 Proposal Contents and Evaluation
Section 5 Sample Contract

EXHIBITS:

EXHIBIT A Scope of Work
EXHIBIT B Proposer's Affidavit

END OF TABLE OF CONTENTS

Request for Proposals

KITSAP TRANSIT #26-060 PRTPO Website ADA Compliance

Scope of Services: Kitsap Transit, on behalf of the Peninsula Regional Transportation Planning Organization (PRTPO) is requesting proposals for qualified vendors to review current PRTPO for compliance with the Americans with Disabilities Act (ADA) requirements including adherence to the Web Content Accessibility Guidelines (WCAG). Vendor shall update website and associated webcontent to meet ADA and WCAG requitements along with determining method to allow for long term compliance of PRTPO website.

Proposal Documents: All Proposal Documents for this RFP are available on-line through Kitsap Transit's Website www.kitsaptransit.com or by emailing Michael Ricketts. Proposers should email Michael Ricketts at michaelri@kitsaptransit.com to be placed on the Plan Holder's List in order to receive automatic email notifications of future addenda and additional project information through the Proposal phase. Proposers who don't register for the Plan Holders List will be responsible for monitoring Kitsap Transit's Procurement Page for any addend or changes.

Anticipated Procurement Schedule: The activities and dates listed below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates proceeded by an asterisk (*) are estimated.

Activity	Date and Time
Request for Proposals Released	October 9th, 2026
Request for Clarification	October 21st, 2026 @ 5:00 PM
Proposal Due Date	**2:00 PM October 30th, 2026 via Email**
Anticipated Notice to Proceed Issued	*Week of November 15th, 2026

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

Questions and Request for Clarifications: All questions, requests for information, and Pre-Proposal material substitutions, must be submitted in writing and received by 5:00 PM October 21st, 2026 via e-mail to: Michael Ricketts michaelri@kitsaptransit.com. All questions received in a timely manner will be answered via an Addenda distributed to all Proposers.

Proposal Due Date: Proposals shall be emailed to: Michael Ricketts at michaelri@kitsaptransit.com . All Proposals must be received before **2:00 PM on October 30th, 2026**. When the official clock reads 2:00:01 PM, Proposals are considered late and will not be considered. Proposals must be submitted on the forms, if provided. Proposers accept all risks of late delivery, regardless of fault. Kitsap Transit is not responsible for any costs incurred in response to this RFP.

Disadvantaged Business Enterprise Goal: The purpose of the Disadvantaged Business Enterprise (DBE), as defined in 49 CFR Part 26 is to achieve a "level playing field" for ready, willing and able DBE's seeking to participate in Federally-assisted Contracts. Small and women or minority owned DBE are encouraged to submit Proposals. Kitsap Transit's DBE goal which may be found at:

http://www.kitsaptransit.com/uploads/pdf/projects/Kitsap Transitdbeprogram.pdf.

Fostering Small Business: Kitsap Transit takes reasonable steps to facilitate fair competition by incorporating small business concerns into its federal procurement practices. As part of this effort, Kitsap Transit actively seeks Proposals from qualified small businesses, including DBEs. Kitsap Transit also encourages Prime Contractors to provide subcontracting opportunities of a size and nature that small businesses can reasonably compete and perform effectively.

Equal Opportunity: It is Kitsap Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. It is the policy of Kitsap Transit to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. The full text of Kitsap Transit's Title VI program is available online at http://www.kitsaptransit.com/static/62/privacy-policy#title vi.

END OF SECTION 1

2.1 Request for Proposal (RFP) Documents: This RFP provides details of what is required when submitting a Proposal for the Work, how KITSAP TRANSIT will evaluate the Proposals, and what will be required of the Contractor in performing the Work. This RFP also gives the estimated dates in Section 1, for the various events in the submission process. While these dates are subject to change, prospective Contractors must be prepared to meet them as they currently stand. Other sections of the RFP will cover general submission instructions, project overview, proposal and project schedule, consultant qualifications and experience, evaluation criteria, contract terms and federal clauses.

2.2 Examination of RFP Documents. Each Proposer shall thoroughly examine and be familiar with the RFP Documents, including the terms and conditions, specifications, qualification requirements, any other requirements, and if included, drawings or addenda contained within this solicitation package. Each Proposer has an obligation to notify Kitsap Transit, in writing and prior to submitting a proposal of any ambiguity, inconsistency or error in the RFP Documents or of overly stringent qualifications. Failure to notify Kitsap Transit of any such ambiguity, inconsistency or error the Proposer discovered or should have discovered shall result in the waiver of any and all rights of the Proposer to claim additional time or compensation, if Kitsap Transit executes the Contract, relating to or arising from the ambiguity, inconsistency or error. Submission of a Proposal shall constitute an acknowledgment upon which Kitsap Transit may rely that the Proposer has thoroughly examined and is familiar with each part of the RFP Documents and has reviewed and inspected all applicable federal, state and local statutes, ordinances and regulations relating to the work and all permits which have been applied for and/or issued pertaining to the work. The failure or neglect of a Proposer to obtain, receive, or examine the RFP Documents, or any part thereof, shall in no way relieve the Proposer from the obligations with respect to its Propsal or to the Contract. No claim for additional compensation or time shall be allowed based upon a lack of knowledge or misunderstanding of the RFP Documents, work sites, statutes, regulations, permits requirements, ordinances, industry standards or resolutions or other materials referenced or incorporated herein.

2.3 Inspection of Work Site [Not used]

2.4 Progress and Completion. Time is of the material importance for this Contract. Progress and completion of the work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submittal of a Proposal constitutes the Proposer's acknowledgment that such intermediate and final completion requirements have been taken into account in formulating its Proposal for this Work.

2.5 Proposal Form *(not applicable)*

2.6 Proposal Withdrawal, Modification: After submitting a Proposal to the Kitsap Transit, the Proposer may withdraw, revise, or supplement it if:

A. The Proposer submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Proposals, and

B. Kitsap Transit receives the request before the time set for receipt of Proposals, and

C. The revised or supplemented Proposal (if any) is received by Kitsap Transit before the time set for receipt of Proposals.

If the Proposer's request to withdraw, revise, or supplement its Proposal is received before the time set for receipt of Proposals, Kitsap Transit will delete the prior email Proposal and will not consider it when evaluating Proposals. The Proposer must then submit the revised

or supplemented package in its entirety. If the Proposer does not submit a revised or supplemented package, then its Proposal shall be considered withdrawn.

No Proposer may withdraw their Proposal after the Proposal submittal deadline unless the Contract Award is delayed for a period exceeding sixty (90) calendar days following Proposal Due Date. Any Proposal not so timely withdrawn shall constitute an irrevocable offer for a an additional period of sixty (60) days to provide Kitsap Transit the goods and services described herein, or until one or more of the Proposals have been approved by Kitsap Transit, whichever occurs first.

2.7 Consideration of Proposals:

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

B. **Late Proposals will <u>not</u> be considered**.

C. Kitsap Transit, in its sole discretion, reserves the right to: (1) Accept or reject any or all Proposals, portions or parts thereof; (2) Waive minor errors, informalities, or immaterial irregularities when it is in Kitsap Transit's best interest; (3) Republish the Request for Proposals; (4) Revise or cancel the Work or require the Work to be done in another way; (5) Decline to award a contract based on available funding for the Contract; and (6) Award in whole or in part to the lowest responsive and responsible Proposer as best serves the interest of Kitsap Transit.

D. In consideration for Kitsap Transit's review and evaluation of its Proposal, the Proposer waives and releases any claims against Kitsap 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.

2.8 Irregular Proposals.

A. A Proposals will be considered irregular and will be rejected if:

1. More than one Proposal is submitted for the same project from a Proposer under the same or different names.

B. A Proposal may be considered irregular and may be rejected if:

1. The Proposer adds provisions reserving the right to reject or accept the award, or enter into the Contract;
2. A price per unit cannot be determined from the Proposals;
3. The Proposal does not constitute a definite and unqualified offer to meet the material terms of the RFP; or
4. Receipt of Addenda is not acknowledged;
5. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Proposals may be rejected);
6. The Proposer is not debarred or suspended at participating in state or federal contracts; or

2.9 Pre-Award Information: Before Awarding any Contract, Kitsap Transit may require: a complete statement of origin, composition, and manufacture of any of all materials used; samples of these materials for quality and fitness tests; a progress schedule, a breakdown

of costs assigned to any Proposal item, attendance at a conference with the Kitsap Transit representative; or other information deemed necessary to ensure that the Proposal is the best value Proposal.

2.10 Award of Contract: Only one Proposal will be selected for Contract Award. An Award Recommendation Notice, setting forth Kitsap Transit's intent to recommend Contract Award to the lowest responsive and responsible Proposal, will be sent to all Proposers. The recommendation will be voted upon by the Kitsap Transit Board of Directors in open public meeting on the date specified within the Notice; if necessary. Kitsap Transit reserves the right to make Award within ninety (90) calendar days from the Proposal Due Date. Should Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon Proposer's acceptance.

2.11 Execution of Contract: Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Proposer shall provide the information necessary to execute the Contract to Kitsap Transit. The Proposer shall send the contact information, including the full name, email address, and phone number, for the authorized signer to Kitsap Transit. Copies of the Contract Documents, including the unsigned Form of Contract, will be available for signature by the successful Proposer on the first business day following award. The number of copies to be executed by the Contractor will be determined by Kitsap Transit. Within ten (10) calendar days after the award date, the successful Proposer shall return the signed Kitsap Transit's prepared contract, an insurance certification. Before execution of the contract by the Kitsap Transit, the successful Proposer shall provide any pre-award information Kitsap Transit may otherwise require. Until Kitsap Transit executes a contract, no proposal shall bind Kitsap Transit nor shall any work begin within the project limits or within Kitsap Transit furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by Kitsap Transit. Failure to execute the Contract in the time allotted grants Kitsap Transit the authority to cancel the Award and move to the next lowest responsive and responsible Proposer.

2.12 One Proposal Received Procedure: If only a single responsive and responsible Proposal is received, Kitsap Transit shall have the right, in its sole discretion, to extend the Proposal Due Date for up to an additional sixty (60) days and/or to conduct a price or cost analysis on such single Proposal. The single Proposer shall promptly provide all cost and pricing data, documentation and explanation requested by Kitsap Transit to assist in such analysis. By conducting such analysis, Kitsap Transit shall not be obligated to accept the single Proposal and reserves the right to reject such Proposal or any portion thereof.

2.15 Failure to Execute Contract: Failure to return the insurance certification with the signed Contract as required, or failure or refusal to sign the Contract, or failure to comply with laws to do business in the State of Washington shall result in forfeiture of the award. If this should occur, Kitsap Transit may then award the Contract to the Proposer it determines to be next best in value or reject all remaining Proposals. If the second selected Proposer fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Proposers until the above requirements are met of the remaining Proposals are rejected.

2.16 Judicial Review: All decisions made by Kitsap Transit regarding the Award and execution of the Contract or Proposal rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where Kitsap Transit headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

2.17 Brand Names: The use of any brand names, manufacturer, make or catalog number does not restrict the Proposer. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which Proposals are submitted. Kitsap Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all Specification requirements of structural, functional, dimensional and appearance without deviation. Kitsap Transit reserves the right to reject any and all substitutions.

2.18 Proposer Responsibility Criteria: [not used]

2.19 Proposals as Public Record: Proposer acknowledges that Kitsap Transit is subject to RCW 42.56, the Public Disclosure Act, and that the Proposal Documents, including the Proposals, in shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Proposer to be confidential or proprietary must be clearly identified as such by the Proposer. To the extent consistent with RCW 42.56, Kitsap Transit shall maintain the confidentiality of all such information marked confidential or proprietary. Marking the entire Proposal as such will not be honored and the Proposal may be rejected as non-responsive. Confidential or proprietary information will not be released by Kitsap 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 member of the public demands to review portions of a Proposal marked "Confidential", Kitsap Transit will notify the affected Proposer prior to releasing such portions. The Proposer shall take such legal action 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, Kitsap Transit will make the requested portions available for review and copying by the public. The Proposer asserting that portions of its Proposal are legally protected shall bear all costs of defending such assertion, including reimbursing Kitsap Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Proposer. Kitsap 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 sub-section.

2.20 Proposal Protests:

A. Who May Protest or Appeal: A potential Proposer demonstrating a substantial economic interest in Kitsap Transit's competitive Proposal process.

B. Timing of Protest. A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/Proposer, whichever is sooner. All Protests received after these timing requirements will be summarily rejected.

C. Basis of Protest. Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest;
2. Non-compliance with procedures described in the procurement documents; and
3. Error in computing scores.

D. Protest Form and Content.

1. Protests must be in writing;
2. Protests must be addressed to the Purchasing Coordinator;

3. Protests must clearly articulate specific grounds for the protest and include supporting documentation;

4. Protests must include proposed remedy.

E. Protest Procedure.

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

F. Appeal Procedure

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

G. Failure to Comply with Requirements

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

H. Protests to the Federal Transit Administration

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

I. Exhausted Administrative Remedies

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

FAILURE OF THE PROTESTOR TO SUBMIT A WRITTEN NOTICE OF PROTEST IN ACCORDANCE WITH THE SPECIFIED TIMELINES CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF ALL RIGHT TO PROTEST.

END OF SECTION 1

The following Kitsap Transit General Provisions are complementary to the Special Provisions, Proposal Documents and to the terms and conditions of the subsequent Contract to be executed between the Parties. Any provision of law, rule, or regulation that is required to be included in the Contract will be read as if in the Contract whether or not physically included.

3.1 DEFINITIONS:

Addendum: A written or graphic document, issued to all Proposers and identified as an Addendum prior to Proposal opening, which modifies or supplements the Proposal Documents and becomes a part of the Contract.
ARO: After Receipt of Order/Purchase Order
Proposal: The offer of a Proposer on a properly completed Proposal Form, if applicable, to perform the Contract.
Proposal Form (if applicable). The form attached hereton in Section 6 that is also referred to as the Proposal Form in the Contract Documents.
Proposer/Proposer: means a person, firm or corporation that has made an offer in response to the RFP
RFP Documents: means the solicitation (RFP) in its entirety.
RFP is an an abbreviation meaning Request for Proposals.

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

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

Contract Execution Date: The date the Contracting Agency officially binds the Agency to the Contract.
Contractor: means the Successful Proposer who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.
KITSAP TRANSIT Representative/Project KITSAP TRANSIT Representative: Kitsap Transit's representative who directly supervise the KITSAP TRANSIT Representativeing and administration of a construction Contract.
Notice of Award: The written notice from Kitsap Transit to the Successful Proposer signifying the Kitsap Transit's acceptance of the Proposal.
Notice to Proceed Date: The written notice from Kitsap Transit or the KITSAP TRANSIT Representative to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.
Plans: The Contract Plans which show location, character, and dimensions of prescribed Work including layouts, profiles, cross-sections, and other details.
Subcontractor: An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.
Surety/Contract Bonds: A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.
Project: Means that project as described in the Scope of Work under this RFP.
Work: The provisions of all labor, materials, tolls, equipment and everything needed to successfully complete a project according to the Contract.

3.2 CONTRACT DOCUMENTS

A. The Contract Documents mean the Contract, the Proposal Documents in their entirety, including the General Provisions, Special Provisions, Plans, Specifications, Drawings, Appendices and any Attachments, the Contractor's submitted Proposal and any supplemental items, as accepted by Kitsap Transit, and All Addenda issued prior to and all changes and modifications issued after execution of the Contract. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated therein. are intended to be complementary and prescribe and provide for a complete Work. The Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Proposal Schedule. Compensation for the cost of

furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Amount.

B. The Contract represents the entire and integrated agreement between Kitsap Transit and the Contractor and sets forth the rights and responsibilities of the parties in accordance with the laws of the State of Washington. Each Contract Document is an essential part of the Contract and a requirement present in one Contract Document is binding as though it was present in all. Anything mentioned in the Specifications and not shown in the Plans, or shown in the Plans and not mentioned in the Specifications, shall be of like effect as shown or mentioned in both.

C. Plan Drawings indicate only such details as are necessary to give a comprehensive idea of the Work. The Project Coordinator, or KITSAP TRANSIT Representative, may furnish the Contractor with such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as deemed necessary to detail and illustrate such Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Amount.

D. On the Contract Plan Drawings and Working Drawings figured dimensions govern. Do not scale Drawings.

E. In the case of an inconsistency between Contract Documents, the following order of precedence (from highest to lowest) applies:

- Contract
- Addenda
- RFP Documents
- Specifications
- Drawings

F. Conditions or Work not covered by Specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Amount.

G. If any parts of the Contract require Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade to justify an expectation that it will be observed by the Contractor in doing the Work.

H. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford Kitsap Transit the maximum benefits thereof.

I. The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. Kitsap Transit assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular Subcontractors or workers.

J. In the event that any provision, portion, or application of the Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the 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.

3.3 REPRESENTATIVES

A. **Kitsap Transit Representatives.** The Contract Administrator is Kitsap Transit's designated representative for Contract compliance. Kitsap Transit's Project Coordinator is the designated primary representative for performance compliance.

B. **Proposer's Representative.** The Contractor shall appoint a representative as the Contract liaison agent through whom Kitsap Transit will communicate with the Contractor. The Contractor shall respond to all written communications from Kitsap 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.

3.4 KITSAP TRANSIT – GENERAL RESPONSIBILITIES

A. Kitsap Transit, as Owner, shall designate a representative who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for Kitsap Transit. Kitsap Transit shall issue all instructions to the Contractor through the KITSAP TRANSIT Representative.

B. The KITSAP TRANSIT Representative shall review and determine that the goals, objectives and scope of this Contract are being met, as well as determining that the Schedule, budget and funding limitation of this Contract are satisfied. The KITSAP TRANSIT Representative will coordinate the input and Work of various governmental agency or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.

C. The KITSAP TRANSIT Representative will review all Working Drawings, product data, samples or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the KITSAP TRANSIT Representative's review nor approval thereof shall in any way relieve the Contractor from its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the KITSAP TRANSIT Representative of the correctness or adequacy of such submittals; nor constitute a representation or warranty by the KITSAP TRANSIT Representative that the Record Drawings will satisfy the requirements of the Contract. The KITSAP TRANSIT Representative will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.

D. The KITSAP TRANSIT Representative will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the KITSAP TRANSIT Representative, or other Kitsap Transit representative, during these phases does not relieve the Contractor from

responsibility for defects in the Work nor does it bind Kitsap Transit in determining completion of the Work.

E. The KITSAP TRANSIT Representative have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The KITSAP TRANSIT Representative may call to the attention of the Contractor Work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the KITSAP TRANSIT Representative to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as directed by the KITSAP TRANSIT Representative, at the Contractor's risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the KITSAP TRANSIT Representative fails to reject such Work or material. The right of Kitsap Transit, or the KITSAP TRANSIT Representative, to reject Work shall not create a duty on the part of Kitsap Transit to exercise this right for the benefit of the Contractor or any other person or entity.

F. Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring Kitsap Transit and the KITSAP TRANSIT Representative, or other representative of Kitsap Transit, to: (1) direct or advise the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and (2) be responsible for the acts or omissions of the Contractor, Subcontractors, lower tier Subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the Work. No approval or advice given by Kitsap Transit, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by Kitsap Transit that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to Kitsap Transit, or its representatives, on account of approval or advice.

G. The KITSAP TRANSIT Representative, in consultation with the Kitsap Transit Project Coordinator, will make decisions on all claims or requests for interpretation submitted by the Contractor, and all of the decisions are final.

H. The KITSAP TRANSIT Representative shall, at all times, have access to the Work whenever the Work is in preparation or progress. Kitsap Transit reserves the right to perform additional Work or conduct Kitsap Transit operations on or near the site of the Project. Should such other or additional Work or Kitsap Transit operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other Work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional Work or operations. Such use or occupancy by Kitsap Transit or its assignees shall not constitute completion or acceptance of the Work or any part thereof.

I. Neither the Kitsap Transit Board of Directors, nor Executive Director, or any other officer, employee, or agent of Kitsap Transit acting within the scope of their employment, shall be personally liable to the Contractor for any of their acts or omissions arising out of the Project. Kitsap Transit reserves the right to perform construction operations with their own forces or to Award other Contracts in

connection with the other portions of the Project or other Work on the site under these or similar conditions of the Contract.

J. The post-award administration of the Contract file documentation will be the responsibility of Kitsap Transit to ensure compliance with the terms of the Contract and grant reporting requirements.

3.5 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

A. Kitsap 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 Kitsap 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. No current or former employee of Kitsap Transit and their immediate family members, or agents, officers, and board members of Kitsap Transit, may Contract with, influence, advocate, advise, or consult with a third party about a Kitsap Transit transaction, or assist with preparation of Proposals submitted to Kitsap Transit while employed by Kitsap Transit or after leaving Kitsap Transit's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Kitsap Transit employee. It is unethical for any Kitsap Transit employee who is participating directly or indirectly in the procurement process to become or to be, while such a Kitsap Transit employee, the employee of any person contracting with Kitsap Transit.

C. 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 Kitsap Transit; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Kitsap 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, Kitsap Transit may prohibit the Contractor and any of its Subcontractors from participating in such related procurements/projects.

3.6 CONTRACTOR – GENERAL RESPONSIBILITIES

A. The 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. The Contractor, at no expense to Kitsap 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 Contract 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 the 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, the Contractor shall notify Kitsap Transit immediately of such condition in writing

C. The Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by Kitsap Transit, and shall at once report to the KITSAP TRANSIT Representative any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered.

D. The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of Kitsap Transit.

3.7 PREVAILING WAGE REQUIREMENTS (*not applicable*):

3.8 NON-DISCRIMINATION

A. Kitsap Transit is an Equal Opportunity Employer. With respect to performance under this Contract, the 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. The 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. In the event of breach of any of the above non-discrimination covenants, Kitsap Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Kitsap Transit may bar the Contractor from performing any services for Kitsap Transit now, or in the future, unless a showing is made satisfactorily to Kitsap Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

3.9 STATE SALES TAX: Kitsap Transit is subject to Washington State retail sales tax unless otherwise stated below. All invoices shall include a line item that clearly defines the retail sales tax to be paid by Kitsap Transit. Kitsap Transit will not adjust its payment if the Contractor bases a Proposal on a misunderstanding of tax liability.

Kitsap Transit, at the request of the Washington State Department of Revenue, may deduct from its payments to the Contractor, retainage or lien the bonds, in the amount the Contractor owes the State, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf.

The Washington State Department of Revenue has issued special rules on the state sales tax. When applicable, the following rules will apply:

A. If applicable, the 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 adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and Kitsap Transit agrees to furnish the Contractor with an exemption certificate where appropriate.

3.10 DETERMINATION OF RESPONSIBILITY: Should the Contractor be determined to be in violation of Federal, State, or local laws or regulations, Kitsap 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.

3.11 SUB-AGREEMENTS

The Contractor shall, in all its subcontract agreements, ensure that all Subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Kitsap Transit, in strict accordance with all terms and conditions of the Contract Documents.

3.12 SUBCONTRACTOR PROPOSER RESPONSIBILITY CRITERIA

Prior to any subcontractor or lower tier subcontractor beginning work, the KITSAP TRANSIT Representative may request any written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor.

3.13 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

A. The Contractor is, and shall be considered at all times during the term of this Contract, an independent Contractor whereby 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. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Kitsap Transit under Chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.

B. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subcontractors or representatives during the performance of this Contract. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet the Contract requirements.

C. The Contractor shall indemnify and hold harmless Kitsap Transit from and against any and all costs (including reasonable attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any material breach of the above representations and warranties or any assertions that the Contractor is not an independent Contractor.

D. Upon Contract execution ("Effective Date"), the Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

3.14 PROTECTION OF PROPERTY; LIABILITY [Not Used]

3.15 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, Specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of Kitsap Transit. All such documents, products and materials shall be forwarded to Kitsap Transit at its request and may be used by Kitsap Transit as it sees fit. The Contractor shall preserve the confidentiality of all Kitsap Transit documents and data accessed for use in the Contractor's Work product.

3.16 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. The Contractor shall be fully responsible to Kitsap Transit for the acts, errors and omissions of all its employees, agents, Subcontractors, lower tier Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.

B. The Contractor shall at all times enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of Kitsap Transit.

C. Within ten (10) calendar days of a written Notice To Proceed, the Contractor shall submit to Kitsap Transit a listing of its principal staff assignments, consultants and Subcontractors; naming persons and listing their telephone numbers.

3.17 INSURANCE REQUIREMENTS

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

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

- Commercial Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired; with limits not less than $300,000.00 combined single limit coverage.

- Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least $1,000,000 per occurrence, $2,000,000 general aggregate and $2,000,000 products completed operations aggregate limit.

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

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

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

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

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

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by KITSAP TRANSIT, such approval may not ne unreasonably withheld.

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

3.18 PAYMENT

A. All payments under this Contract are considered reimbursement for goods delivered and services rendered. Kitsap Transit shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents. **Pre-payments are not permitted**. If applicable, the Contractor and its Subcontractors shall have a business license with the City having jurisdiction over the Contract Work prior to any Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.

B. **Payment**. Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Payment shall be made within thirty (30) days after Kitsap Transit's acceptance and approval of a properly executed invoice for Work completed. Incorrect invoices will be subject to rejection or correction.

C. **Payment Requests:** A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment. Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Contract Administrator for review and certified approval prior to Kitsap Transit making any payment to the Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the KITSAP TRANSIT Representative reviews the Contractor's pay request, a Certificate for Payment will be issued to Kitsap Transit to make payment within thirty (30) days of approving the invoice. Upon request of a Subcontractor, the KITSAP TRANSIT Representative will furnish, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the KITSAP TRANSIT Representative and Kitsap Transit on account of portions of the Work done by such Subcontractor.

D. **Invoices shall be submitted to:** Kitsap Transit, Accounts Payable, 60 Washington Ave., Suite 200, Bremerton, WA 98337 for all transactions made during a calendar month by the 15th day of the following month

E. **Approval of Invoices**: Prior to approval of payment, the Kitsap Transit Project Coordinator shall make verification of Work performed. Payment shall be based upon the Contractor's prices submitted on the Proposal Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.

F. **Progress Payments:** Payment will be made by Kitsap Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by the Kitsap Transit. Acceptance of such payment by the 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. Kitsap Transit shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports.

G. **Prompt Payment of Subcontractors:** The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor's receipt of payment for that Work from Kitsap Transit. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors' Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to Kitsap Transit showing inclusion of these provisions, especially the Federal clauses. Kitsap Transit may withhold the applicable sum due a Subcontractor for non-compliance with this Section. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.

H. **Final Payment:** A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract.

3.19 PERFORMANCE STANDARDS

A. If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract Document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator.

B. In the case of an emergency where Kitsap Transit believes delay could cause serious injury, loss or damage, Kitsap Transit may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, the Contractor is responsible for all costs of remedying the defect and Kitsap Transit will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.

3.20 DELAYS – RESPONSIBILITY

In the event of delay to the Contractor in performing the Work resulting from the conduct or lack of conduct by Kitsap Transit or its officers, employees, or agents; or resulting from delay or failure of Kitsap Transit in making the site available; or in furnishing any items required to be furnished to the Contractor pursuant to the Contract Document, the Contractor shall be entitled to an extension of time, and cost as appropriate, with regard to the time for completion of the Project and only by the amount of time the Contractor is actually delayed thereby in the performance of the Project, provided notice is given and claim is made, both as hereinafter provided. It shall be Contractor's burden to prove that a delay exists for which an extension of time is allowable.

3.21 SUSPENSION OF WORK

The KITSAP TRANSIT Representative may, with Kitsap Transit's approval, direct that all or any part of the Work be suspended for such time period as the KITSAP TRANSIT Representative deems proper because of unsuitable weather or other conditions beyond the control of Kitsap Transit and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the KITSAP TRANSIT Representative. Such suspension of Work shall not be grounds for a claim by the Contractor for an increase in the Contract Amount; however, Contract Time may be adjusted in accordance with the provisions herein unless the KITSAP TRANSIT Representative concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension. Kitsap Transit may also suspend Work for its convenience and without cause, after giving the Contractor ten (10) days written notice. In the event such suspension causes a change in the Contractor's cost or time of performance of the Work, the Contractor shall be entitled to make a claim for a change in Contract Time and Contract Amount as set forth elsewhere herein.

3.22 KITSAP TRANSIT'S RIGHT TO STOP WORK

If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by Kitsap Transit, Kitsap Transit may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

3.23 CHANGES IN THE WORK AND CHANGE ORDERS

A. **Change Orders**: Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, the Contractor or Kitsap Transit shall refer same to each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing and incorporated into the Contract Documents through the execution of a Change Order by Kitsap Transit, or the KITSAP TRANSIT Representative, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's Surety. In event of disagreement on the necessity of such changes, Kitsap Transit's decision shall be final.

B. **Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives Kitsap Transit written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. The Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.

3.24 PROTEST PROCEDURE FOR CHANGE ORDERS

A) The Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the KITSAP TRANSIT Representative any written or oral order, including directions, instructions, interpretations, and determinations.

B) If the Contractor disagrees with any of the terms of a Change Order, the Contractor shall give immediate oral notice of protest to the KITSAP TRANSIT Representative, prior to performing the Work, and shall submit a written protest within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such changed Work and shall permit Kitsap Transit to have access to those records as requested to enable Kitsap Transit to evaluate the merits of the protest.

C) A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Amount or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the KITSAP TRANSIT Representative to be followed by written protest as required herein.

D) Within fourteen (14) calendar days of the KITSAP TRANSIT Representative's receipt of written notice above, the Contractor shall provide the following details:

(1) A detailed factual statement of the claim for a change in the Contract Amount and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;

(2) The date on which facts arose which gave rise to the claim;

(3) The name of each employee or agent or consultant of Kitsap Transit knowledgeable about the claim;

(4) The specific provisions of the Contract Documents which supported the claim;

(5) The identification of any documents and the substance of any oral communications that support the claim;

(6) Copies of any identified documents, other than the Contract Documents, that support the claim;

(7) If an adjustment in Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its progress schedule to demonstrate the reason for the extension in Contract Time (time impact analysis);

(8) If an adjustment in the Contract Amount is sought, the exact amount sought and a breakdown of that amount; and

(9) A statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate

to the best of the Contractor's knowledge and belief, that the claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Amount or Contract Time for which the Contractor believes Kitsap Transit is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.

(10) A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and all subcontractors and suppliers of any tier are entitled.

E) Kitsap Transit shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not recoverable from Kitsap Transit. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

3.25 FORFEITURE OF CONTRACT

A) Should the Contractor, at any time, refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, Kitsap Transit may, at its option, after giving ten (10) calendar days written notice to the Contractor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this Contract.

If Kitsap Transit so elects, it may terminate the employment of the Contractor for said Work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of competing the Work included under the Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the materials therefore. In case of the discontinuance of employment by Kitsap Transit as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the Work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by Kitsap Transit in finishing the Work, and all damages sustained or which may be sustained by Kitsap Transit by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by Kitsap Transit to the Contractor

B) Notwithstanding the foregoing, Kitsap Transit, in the event of the Contractor's breach of the Contract, reserves the right to terminate the Contractor and exercise any and all remedies at law or in equity.

3.26 TERMINATION

A. **Termination for Convenience.** Kitsap Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Kitsap Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Kitsap Transit, the Contractor shall immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The 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. The Contractor shall promptly submit its

termination claim to Kitsap Transit, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same, and dispose of it in the manner Kitsap Transit directs.

B. **Termination for Default**. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails 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 fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, Kitsap Transit may terminate this Contract for default. Termination shall be effected by Kitsap Transit serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, Kitsap Transit may assume the Work and complete it by Contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. The Contractor shall be liable for any damage to Kitsap Transit resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by Kitsap Transit in completing the Work. The 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 Kitsap Transit caused by such default, up to the date of termination as specified in the Notice. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same and dispose of it in the manner Kitsap Transit directs. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Kitsap Transit, acts of another Contractor in the performance of a Contract with Kitsap Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and

2) The Contractor, within ten (10) calendar days from the beginning of any delay, notifies Kitsap Transit in writing of the causes of delay. If in the judgment of Kitsap Transit the delay is excusable, the time for completing the Work shall be extended. The judgment of Kitsap Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Kitsap Transit.

C. **Opportunity to Cure.** Kitsap 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 the Contractor fails to remedy to Kitsap 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 the Contractor of written notice from Kitsap Transit setting forth the nature of said breach or default, Kitsap Transit shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude Kitsap Transit from also pursuing all available remedies against the Contractor for said breach or default.

D. **Waiver of Remedies for any Breach.** In the event that Kitsap Transit elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by Kitsap Transit shall not limit Kitsap Transit 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

3.27 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:

1) The 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.

2) The Contractor and Kitsap 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.

3) In the event the 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, the Contractor agrees to make such delivery as soon as practicable or shall immediately assist Kitsap 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**: Kitsap 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 the Contractor shall have no recourse against Kitsap Transit.

3.28 INDEMNIFICATION, HOLD HARMLESS AND STATUS

A. For the purpose of this sub-section only, "Contractor" shall mean the prime contractor and all its subcontractors, lower tier subcontractors, suppliers, agents, any other person directly or indirectly employed by any of them, and anyone for whose acts any of them may be liable.

B. To the maximum extent permitted by law, Contractor shall have no duty to defend, but shall indemnify, and save harmless Kitsap Transit, its officers and employees from liabilities, damages, costs, and expenses, including, but not limited to: damages for bodily injuries (including death and emotional claims), patent, trademark, copyright or franchise infringement, and all losses, damages, demands, suits, judgments and reasonable attorney fees, and other expenses of any kind, on account of all personal bodily injuries (including death and emotional claims), property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom, to extent caused by the negligence of Contractor or its subcontractors, employees or agents, in connection with the Work perfotmed under this Contract, or upon or in proximity to the property of Kitsap Transit, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only for those losses resulting solely from the negligence of Kitsap Transit, its officers, employees and agents.

   Notwithstanding the foregoing, Contractor shall not be liable for claims or disputes in connection with any allegation of patent or copyright infringement arising out of information or intellectual property provided to Contractor by Kitsap Transit or its agents which are incorporated into the Contractor’s deliverables under this Agreement.

C. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by, or resulting from, the concurrent negligence of Contractor and Kitsap Transit, its members, officers, employees and agents, Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the Parties.

D. [Not Used]
E. Contractor shall pay all attorneys' fees and expenses incurred by Kitsap Transit in establishing and enforcing Kitsap Transit's rights under this paragraph, whether or not suit was instituted to the extent wrongfully resisted by Contractor.

3.29 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, the 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, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator. Until such written notification has been given and one business day has elapsed, any services performed by the Contractor after such discovery will be done at the Contractor's risk.

3.30 ENGLISH LANGUAGE

All documentation and any other written, oral, or other communications required in the performance of the Contract shall be prepared using the English language as used throughout the U.S. If English is not the prevalent language used at the job site, a person fluently proficient in the other language(s) used and in English shall be available to the representative during all working hours for interpretation.

3.31 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's fees and other costs incurred in such action or proceeding. In the event that the Parties engage in binding 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.

3.32 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more Contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by Kitsap Transit to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons.

3.33 ASSIGNMENT.

The Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of Kitsap 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 Kitsap Transit. In the event consent is given by Kitsap Transit to permit subletting, no such consent shall be construed as making Kitsap Transit a party to such Subcontractor or assignee, or of subjecting Kitsap

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 Kitsap Transit shall be made through the Contractor.

3.34 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. The Contractor agrees to provide copies of any notices given Kitsap Transit to such other persons or entities as Kitsap Transit may require from time to time.

3.35 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 Kitsap County in the State of Washington.

3.36 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, Kitsap Transit and the 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.

3.37 AUDIT OF RECORDS

A) Original accounting records and all other relevant records pertaining to the Work performed under this Contract by the Contractor shall be open to inspection and audit by representatives of Kitsap Transit during the Contract Time and for a period of not less than three (3) years after the date of Final Acceptance or Contract termination, and the Contractor shall retain such records for that period. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of Kitsap Transit on the same terms and conditions as the records of the Contractor.

B) Kitsap Transit shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. If an audit is to be commenced more than ninety(90) days after Final Acceptance, the Contractor will be given reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against Kitsap Transit for the Work described herein unless the Contractor makes available to Kitsap Transit all records to be maintained in accordance with this subparagraph.

END OF SECTION 3

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate, decorative or extraneous materials strongly discouraged. The proposal shall be submitted via email either in a PDF or Microsoft Word format. Kitsap Transit will not open Zip files, links to online storage sites, or other file sharing sources. Failure to submit a Proposal in the required format may cause the Proposal to be rejected.

All proposals must be submitted as specified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

This section describes mandatory descriptions and submittals that must be addressed in or included with each proposal. Failure to address or include all items discussed in this section may subject the proposal to immediate rejection. Kitsap Transit will be the final authority in determining the responsiveness of a proposal. The RFP will be evaluated based on the criteria listed in the evaluation criteria.

PROPOSAL CONTENT

All proposals and submissions will become the property of Kitsap Transit and will not be returned to the Proposer. All elements that request a signature may be signed electronically. By submitting a Proposal with electronic or scanned ink signatures, the Proposer agrees to be legally bound by all terms, conditions, clauses, regulations, and other requirements of this solicitation.

Each Proposal shall contain the following items:

1. Letter of Transmittal – Not Scored

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

- A statement introducing the Proposer
- Legal name, address, phone number and email of the Proposer's firm
- Name, phone number and email address of the Proposer's Point of Contact for questions regarding the submitted Proposal
- Name, title, and email address of the person that will be signing the Contract if your firm is awarded this project
- A statement outlining any exceptions that the Proposer takes to the Contract Documents including the attached Sample Agreement
- A statement outlining any assumption that were made while developing the Proposal
- A statement acknowledging the receipt of any issued addenda

2. Firms Background – Not Scored

The Proposer shall provide a brief narrative description of their firm including years in business, organizational structure, and primary business focus. The narrative should outline the firm's competencies as they relate to providing website tools and updates. Describe any relevant certifications, accreditations, or professional affilations held by your organization.

3. Experience and Qualifications – 200 Points

Proposers shall describe their firm's expertise in developing, managing, and delivering tools to help update websites. Identify any subject matter experts, thought leaders, or recognized authorities within your organization. Include information about ongoing professional development efforts and how your firm stays current with best practices in the field.

The Proposers' response, at a minimum, must address:

- Demonstrated experience delivering solutions to public agencies
- Firms experience evaluating and improving the accessibility of websites and other digital content
- Describe firms experience developing, implementing, or maintaiing tools, proceses, or systems that allow ebsite accessibility issues to be identified, corrected, and monitored.
- Descriptiopn of firms familiarity with current WCAG standard.

4. Past Performance – 400 Points

Proposers shall identify a minimum of three (3) similar projects that the Proposer has completed in last five (5) years. For each project, the Proposer shall identify the name of the client and point of contact email. For each project provide:

- Client/name and location
- Link to past updated websites
- Brief description of of the client and its website or digital environment
- Description of any accessibility assessment, testing, remediation, development, monitoring, training, or ongoing maintenance performed
- Description of tools, software, processes, or other resources developed or implemented as part of the project
- Approximate project cost
- Name, title, phone and email of client reference who is familiar with proposers projects

5. Personnel Assigned to Project – 300 Points

The Proposer shall identify the personnel who will be assigned to tperform the work under this contract and describe the role and responsibilities of each individual

This section shall include:

- Name and title of each proposed team member

- Role and anticipated responsibility of each member
- Relevant education, certifications, training, and professional credentials
- Year of relevant professional experience
- Experience with website accessibility, ADA requirements, and development of accessibility tools
- Experience with projects of similar size, complexity, and scope

6. Cost Proposal – 300 Points

On company letterhead, Proposers shall identify all costs, including expenses, to be charged for performing the services necessary to accomplish the objectives of the contract. The Cost Proposal shall outline the cost for each section of the Scope of Work with a total project cost list at the bottom. The consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Costs for subcontractors are to be broken out separately. The proposal must specifically set forth the firm/consultant's professional fees and anticipated expenses in a "not to exceed" amount.

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

PROPOSAL EVALUATION

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

The evaluation process is designed to award this procurement not necessarily to the consultant of least cost, but rather to the consultant whose proposal best meets the requirements of this RFP.

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

Kitsap Transit reserves the right to award the contract to that Proposer who will best serve the interest of Kitsap Transit. Kitsap Transit reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. Kitsap Transit also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

EVALUATION CRITERIA

The following criteria will be used to evaluate the Proposals. Each Proposal will be evaluated based on the Proposals own merits not as a comparison to other proposals. Criteria are listed in order of importance.

1.	Experience and Qualifications	200 Points
2.	Past Performance	400 Points

3.	Personnel Assigned to Project	300 Points
4.	Cost	300 Points

END OF SECTION 4

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NUMBER: KITSAP TRANSIT XX-XXX

TITLE: {Title}

TERM: 12:01 a.m. PDT on Month Date, 20__ through 11:59 p.m. PDT on Month Date, 20__.

PARTIES: KITSAP TRANSIT
60 Washington Ave., Ste 200, Bremerton, WA 98337
Phone: 360-824-4941 / Fax: 360-377-7086

CONSULTANT (CONTRACTOR)

Address: _____
Phone: _____/ Fax: _____

THIS AGREEMENT is made and entered into this _____ day of Month, 20__ by and between KITSAP COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY, a Washington municipal corporation, hereinafter called "KITSAP TRANSIT", and _____, hereinafter called the "CONTRACTOR".

In consideration of the terms and conditions contained herein, and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. **Contract Documents:** This Contract, which includes the Contract Documents, as defined in Section 3.1 of the General Provision, represents the entire and integrated agreement between Kitsap Transit and the Contractor.

2. **Performance:** The Contractor shall diligently perform all Work in accordance with the Contract Documents.

3. **Time of Performance:** The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within NUMBER (XX) Working Days of said Notice.

4. **Payment :** The total payment to Contractor shall not exceed $<XXX> as set forth on the Contractor's Proposal Form, unless authorized by a written Change Order.

5. **Change Orders.** Change Orders shall be the only acceptable way to modify the Contract. Oral changes, amendments or agreements are not permitted.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and year first above written.

Regional Transportation Plannning Organization
By: _____
Name: Greg Brotherton
Title: Executive Board Chair
Date: _____

CONTRACTOR:
By: _____
Name:
Title:
Date: _____

KITSAP TRANSIT

REQUEST FOR PROPOSALS # KT 26-060

FOR

PRTPO ADA Website Compliance

EXHIBIT A

SCOPE OF WORK

Introduction:

PRTPO is the Regional Transportation Planning Organization (RTPO) for the Kitsap Peninsula region. The Peninsula region includes all of Clallam, Jefferson, Kitsap, and Mason Counties, encompassing the Kitsap and Olympic peninsulas. PRTPO is a cooperative intergovernmental forum for coordinated transportation planning in this four-county region. The PRTPO website hosts the products of PRTPO's coordinated planning process and provides access to meeting materials, engagement opportunities, and useful resources.

Purpose:

As a public entity, the Peninsula Regional Transportation Planning Organization (PRTPO) must comply with Americans with Disabilities Act (ADA) requirements, including adherence to the Web Content Accessibility Guidelines (WCAG), to ensure that all public activities, communications, and planning efforts are accessible and equitably conveyed. With the Washington Department of Transportation (WSDOT) advancing a statewide initiative to promote digital accessibility compliance, many regional agencies have already sought consultant support to update websites, identify accessibility gaps, and implement corrective measures. As PRTPO staff continue reviewing the organization's website, documents, and internal procedures, it has become clear that the breadth and technical complexity of digital accessibility—ranging from document remediation to ongoing web compliance—would benefit from specialized external expertise.

Scope:

Kitsap Transit, on behalf of the PRTPO, is seeking website consultants to help with assistance to update the PRTPO website and develop tools to achieve and maintain full figital accessibility compliance and strengthen its long-term capacity in this area.

Task 1

Determine the level of work needed to ensure ADA compliance for the PRTPO website

1) Initial gaps analysis
2) Remediation plan
3) PRTPO staff approval of remediation plan

Task 2

Develop the tool(s) to upgrade the website and its attached files to meet ADA and WCAG requirements to WCAG 2.1 level AA

1) Update the Squarespace PRTPO website to level AA
2) Update file links and specific files needed to achieve level AA

Task 3

Test and validate the website and its contents to document that ADA and WCAG requirements are met

1) Tool development / deployment
2) Testing
3) Certification
4) Staff training / vendor support agreement

Task 4

Determine the method to allow for long term compliance of the PRTPO website

Task 5

Documentation of remediation actions, testing results and website maintenance procedures

1) Development of contract for long-term website and file maintenance to continue to meet ADA requirements outlined in the Web Content Accessibility Guidelines

End of Scope of Work

KITSAP TRANSIT

REQUEST FOR PROPOSALS KITSAP TRANSIT 26-060

FOR

PRTPO ADA Website Compliance

EXHIBIT B

BIDDERS AFFIDAVIT

EXHIBIT B

BIDDER'S AFFIDAVIT

BIDDER'S AFFIDAVIT PROJECT KITSAP TRANSIT #26-060

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward

securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect

---

to the performance of this Contract.

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participating in any federally assisted Award;

f) Disqualified from participating in any federally assisted Award.

By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by Kitsap Transit. If it is later determined by Kitsap Transit that the bidder knowingly rendered an erroneous certification, in addition to remedies available to Kitsap Transit, the Federal Government may pursue available remedies afforded by 31 U.S.C. § 3802, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 C.F.R. part 180,

subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from the offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

Authorized Signature Date

Printed Name & Title

Company Name

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