



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

REQUEST FOR QUALIFICATIONS

On-Call Multidisciplinary Engineering and Environmental Services for Kitsap Transit Ferry Terminals

RFQ KT 26-049

June 16th, 2026

PROPOSALS ARE DUE JULY 2ND, 2026 NO LATER THAN 2:00 PM

Grant Funded:



Federal Transit Administration

KITSAP TRANSIT RFQ CONTENTS:

Section 1	Announcement
Section 2	Instructions for Proposers
Section 3	General Provisions
Section 4	Scope of Work
Section 5	Proposal Contents
Section 6	Evaluation of Proposals
Section 7	Sample Contract

EXHIBITS:

EXHIBIT A	Proposer's Affidavit
EXHIBIT B	Federal Transit Administration Contract Clauses and Certifications
EXHIBIT C	Lobbying Certification

END OF TABLE OF CONTENTS



Proposer's Checklist

Solicitation Number: KT 26-049
Solicitation Name: On-Call Multidisciplinary Engineering and Environmental Services for Kitsap Transit Ferry Terminals
Due Date and Time: July 2 nd , 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 Proposal to be considered responsive and complete. Failure to provide **ANY** of these documents could render your Proposal nonresponsive and may cause it to be rejected.

Letter of Transmittal	
Firm Profile	
Past Experience (3-5)	
Key Personnel	
Exhibit A: Proposer's Affidavit	
Exhibit B: Acknowledgement of Federal Clause and Certifications	
Exhibit C: Lobbying Certification (FTA)	

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

Signature: _____ Date: _____

Printed Name and Title: _____

Section 1: Announcement**Advertisement Post Date: June, 16th, 2026**Kitsap Sun; Kitsap Transit Website: www.kitsaptransit.com; OMWBE

Request for Qualifications**KT 26-049 On-Call Multidisciplinary Services for Kitsap Transit Ferry Terminals**

Scope of Work: Kitsap Transit (KT) is issuing this Request for Qualifications (“RFQ”) to solicit proposals from interested, qualified and experienced firms to provide on-call A&E services for Kitsap Transit Ferry Terminals (the “Work”). The Work may consist of consultative and technical guidance, production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules and cost estimates, as well as bid, award, project management, construction administration, monitoring and testing, policy and regulation development, data analysis, permitting and report writing services, environmental assessments and reviews (the “Project”) more fully described in Section 4 of this RFQ package.

RFQ Documents: This RFQ provides the details on what is required when submitting a Proposal for the Work, how Kitsap Transit will evaluate the Proposals, and what will be required of the Consultant in performing the Work. Other sections of the RFQ will cover general submission instructions, project overview, proposal and project schedule, consultant qualifications and experience, evaluation criteria, contract terms and federal clauses. This procurement may be partially funded by the United States Department of Transportation, Federal Transit Administration (FTA). Proposers will be required to comply with all applicable FTA, Federal Highways Administration (FHWA), State and Local rules and regulations. All documents for this RFQ are available on-line through Kitsap Transit’s website www.kitsaptransit.com.

Evaluation of Proposals. Kitsap Transit shall use qualifications-based competitive procedures (i.e., Brooks Act procedures) when contracting for A&E services as defined in 40 U.S.C. Section 1102 and U.S.C. Section 5325(d). Services subject to this requirement include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services.

Pre-Proposal Meeting: No pre-proposal meeting is offered for this project.

Questions and Request for Clarifications: All questions, requests for information, and Pre-Proposal clarifications, must be submitted in writing and received by 5:00 PM June 25th, 2026 via e-mail: michaelri@kitsaptransit.com. Kitsap Transit will provide an official written response to Proposer questions received by the respective deadline in the form of an Addendum. Only the addenda issued by Kitsap Transit shall modify the RFQ Documents. All Addenda shall become part of the RFQ and the subsequently awarded Contract. Phone inquiries will not be accepted. No oral clarification or interpretations will be made to any Proposer as to the meaning of the RFQ Documents. Kitsap Transit may not respond to requests for clarifications that are received outside of this timeframe. Proposers shall not rely upon any oral statements or conversations, whether at the pre-Proposal conference or otherwise, they may have with Kitsap Transit employees, agents, or representatives regarding the RFQ Documents. Any Proposer who seeks to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Proposer’s own risk and such action may be cause for disqualification.

Plan Holder’s List: It is recommended all prospective Proposers register as “Plan Holders” to receive addenda or clarifications regarding the solicitation. Proposers should notify Michael Ricketts at michaelri@kitsaptransit.com of their intent to submit a proposal and register with Kitsap Transit’s Plan Holders List in order to receive electronic notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on Kitsap Transit’s website

at: <http://www.kitsaptransit.com/agencyinformation/procurement> during the Proposal period and before submitting your Proposal. All submitted proposals and attachments become the property of Kitsap Transit and shall remain in effect for at least ninety (90) days after Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any addenda and all attachment.

Proposal Due Date: Proposals must be emailed to michaelri@kitsaptransit.com by NO LATER THAN 2:00 p.m., on July 2nd, 2026. When the official clock reads 2:00:01 PM, Proposals are considered late and will not be considered. Proposals must be submitted in the form requested. Emailed proposals must have the following in the subject line of the email: “KT 26-049 - On-Call Multidisciplinary Engineering and Enviornmenal Services for Kitsap Transit Ferry Terminals - Vendor Name”. Proposals must be submitted as an attachment. Proposals must be submitted in PDF or Word. Kitsap Transit will not download proposals from third party sites and will not download from shared links. Proposals will not be publicly opened and the information contained in all proposals will be kept strictly confidential until an announcement of award is made. Proposers accept all risks of late delivery, regardless of fault. Kitsap Transit is not responsible for any costs incurred in response to this RFQ.

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

Activity	Date and Time
Request for Qualifications Released	June 16 th , 2026
Request for Clarification	5:00 PM June 25 th , 2026
Proposal Due Date	2:00 PM July 2nd, 2026 via Email
Notice to Proceed Issued	*July 20 th , 2026

*anticipated

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 Introduction.** Kitsap Transit is a public transportation benefit area (PBTA) with administrative offices located at 60 Washington Ave., Suite 200, Bremerton, WA 98337. Proposals are being solicited from qualified sources. All documents for this RFQ are available on-line through Kitsap Transit's Website www.kitsaptransit.com.
- 2.2 Examination of RFQ Documents.** Each Proposer shall thoroughly examine and be familiar with the RFQ 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 RFQ 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. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of Kitsap Transit in writing at least five days before the time set for Proposal Due Date. 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 RFQ Documents and has reviewed and inspected all applicable federal, state and local statutes, ordinances and regulations relating to the Work. The failure or neglect of a Proposer to obtain, receive, or examine the RFQ Documents, or any part thereof, shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation or time shall be allowed based upon a lack of knowledge or misunderstanding of the RFQ Documents, work sites, statutes, regulations, permits requirements, ordinances, industry standards or resolutions or other materials referenced or incorporated herein.
- 2.5 Progress and Completion.** Time is of the essence. 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.
- 2.6 Taxes.** The services requested under this RFQ are professional services and are generally excluded from sales tax. Proposers shall identify any taxes they believe are applicable to their proposed services and shall include such taxes; if any during the Cost Proposal phase of this solicitation.
- 2.7 Proposal Modification.** Proposers will not be allowed to alter proposals *after* the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by Kitsap Transit *before* the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its Proposal *after* it has been submitted pursuant to the terms of this solicitation.
- 2.8 Proposal Withdrawal.** Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any Proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide Kitsap Transit the services described herein, or until one or more of the proposals have been approved by Kitsap Transit, whichever occurs first.
- 2.9 Consideration of Proposals.** An evaluation committee made up of Kitsap Transit staff, their designees, and/or subject matter experts will evaluate all responsive proposals. The evaluation will be based solely on the evaluation criteria set out in this RFQ. Proposals will be evaluated on the merits of the information provided, and the following:

- A. Proposers must comply with all of the terms of the RFQ, and all applicable local, state, and Federal laws and regulations. Kitsap Transit may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFQ.
- B. Late Proposals will not be considered.
- C. Kitsap Transit reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award in whole or in part to the most highly qualified and responsible Proposer.
- D. If Kitsap Transit determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered; Kitsap Transit's determination shall be final.
- E. Kitsap Transit may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the RFQ. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.
- F. 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.
- G. Kitsap Transit may refuse to consider a Proposer who it determines to have an unsatisfactory record of performance and/or integrity in connection with the proposal or performance phase of any previous contract.

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

2.11 Non-Collusion Affidavits. Proposer shall submit, with its Proposal, an affidavit (Exhibit A) stating that neither Proposer nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract that will result from this RFQ, and further agrees that no such money or consideration will be hereafter paid.

2.12 Contract Negotiation and Award. The Contract, Scope of Work and Cost Proposal will be negotiated with the top ranked firm. Should negotiations fail with the top ranked firm, Kitsap Transit will discontinue negotiations and commence negotiations with the second ranked firm, and so on, until the Scope of Work, level of effort, and cost/price have been successfully negotiated and a Contract has been agreed to. Kitsap Transit reserves the right to discontinue negotiations at any point and not award the Contract. Firms are advised that any recommendation for Contract Award is not binding on Kitsap Transit until Kitsap Transit approves the Contract and the Contract is fully executed.

2.13 Successful Proposer. Only one Proposal will be selected as the Successful Proposal. A **Notice of Intent to Award** will be sent to all Proposers. At the conclusion of Contract negotiations, the recommendation will be voted upon by the Kitsap Transit Board of Commissioners in open public meeting on the date specified within the Notice, if necessary (Award Date). Kitsap Transit reserves

the right to make Award within ninety (90) calendar days from the Notice of Intent to Award. Should the Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon the successor Proposer's acceptance.

- 2.14 Form of Contract.** Following the Award Date, the successful Proposer will receive an official **Notice of Contract Award** letter outlining the documents that must be submitted before the **Notice to Proceed** along with a Contract that will be delivered electronically to the successful Proposer's signatory.
- 2.15 Execution of Contract.** Within 3 calendar days of receipt of the **Notice of Contract Award** (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 execution by the successful Proposer three business days following award. The number of copies to be executed by the Consultant will be determined by Kitsap Transit. In Kitsap Transit's sole discretion, the execution of the Contract may be by electronic signature, such as DocuSign or equivalent. Consultant must sign and return all requested documents to Kitsap Transit within ten (10) calendar days of receipt. Until Kitsap Transit executes the Contract, no proposal shall bind Kitsap Transit nor shall any work begin within the project limits or within Kitsap Transit furnished sites.
- 2.16 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.
- 2.17 Failure to Execute Contract.** Should the awarded Consultant fail to execute the Contract within ten (10) days from the receipt of the Contract from Kitsap Transit per Section 2.18, Kitsap Transit may withdraw the award and present the award to the next highest scoring Proposer. Should Consultant fail to timely execute the Contract, the Proposer's conduct will be taken into consideration in future contracting opportunities. Failure to return the insurance certification with the signed Contract, or failure or refusal 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 highest scoring Proposer 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 next highest scoring Proposers until the above requirements are met of the remaining Proposals are rejected.
- 2.18 Conflicts of Interest.**
- A. Current and Former Employees: Kitsap Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Kitsap Transit employees in transactions with Kitsap Transit. Consistent with this policy, no current or former Kitsap Transit employee may contract with, influence, advocate, advise, or consult with a third party about a Kitsap Transit transaction, or assist with preparation of bids 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.
 - B. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a Consultant or subconsultant is unable, or potentially unable, to render impartial assistance or advice to Kitsap Transit; a consultant's objectivity in performing the contract work is or might be otherwise impaired;

or a consultant 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 consultant and any of its subconsultants from participating in such related procurements/projects.

2.19 Proposer Responsibility Criteria. Before Award, the Proposer must meet the mandatory Proposer responsibility criteria. Failure of any Proposer to meet the responsibility criteria will automatically deem the Proposer not responsible and be just cause for rejection of the Proposal.

- A. Insured and Registered. Proposers must be fully insured and registered to conduct business in the State of Washington prior to Contract execution date and licensed for business in their state of residence. Policies of insurance, as outlined in the RFQ shall be obtained and kept in force for the duration of the Contract.
- B. Personnel. In submitting their proposals, Proposers are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the service provider, under his or her sole discretion, and not employees or agents of Kitsap Transit.
- C. Debarment and Suspension. Consultant must not be debarred or suspended in order to conduct business with Kitsap Transit. Upon the Proposal Due Date and for the full duration of the Contract, the Consultant will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses enumerated in below. Within a three (3) year period preceding this proposal, Consultant shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Consultant knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify Kitsap Transit immediately of circumstances which made the original certification no longer valid, Kitsap Transit may immediately terminate the Contract.

2.23 Disadvantaged Business Enterprise Goal. The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a “level playing field” for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Kitsap Transit’s DBE goal for federal fiscal year 2026 is 1.98%, the full text of which may be found at <http://www.kitsaptransit.com/agency-information/procurement>.

2.24 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, 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 public release of information contained in the Proposal. By submitting a Proposal, the Proposer represents they understand and agree to the provision of this subsection.

2.25 Proposal Protests and Appeal Policy.

- 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. The solicitation is believed to unnecessarily restrict competition
 - 2. A matter of bias, discrimination, or conflict of interest;
 - 3. Non-compliance with procedures described in the procurement documents; and
 - 4. Error in computing scores or perceived flaw in proposal evaluation.
- D. Protest Form and Content.
 - 1. Protests must be in writing;
 - 2. Protests must be addressed to the Finance Director;
 - 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 Finance Director 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 Finance Director or designee 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 Finance Director's decision. The Executive Director will consider the appeal and issue a written decision within ten business days. The Executive Director's decision of the 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 protesting 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 2

The following Kitsap Transit General Provisions are complementary to the Advertisement for Proposals, Instructions for Proposers, Special Provisions, the 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.

Award Date. The date the Contract with the most highly qualified Proposer is approved in writing by the Kitsap Transit Board or by Kitsap Transit staff where Board authorization is not required.

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

Contract Execution Date: The date the Kitsap Transit officially binds the agency to the Contract.

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

Contract Documents. Means the Contract and the RFQ Documents.

Cost Proposal: A document requested from the “most highly” qualified Proposer outlining the hourly rates, overhead, any additional general and administrative costs, and profit to complete the scope of work.

Kitsap Transit Representative/Project Kitsap Transit Representative: Kitsap Transit’s representatives who directly supervise the execution and administration of the 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 Consultant authorizing and directing the Consultant 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.

Project: Means the Scope of Services described in Section 1 and in Section 4.

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 heretofore in Section 6 that is also referred to as the Proposal Form in the Contract Documents.

Proposer: means a person, firm or corporation that has made an offer in response to the RFQ.

RFQ Documents: means this solicitation (RFQ) in its entirety.

RFQ is an abbreviation meaning Request for Qualifications.

Successful Proposer: means the most highly qualified Proposer with whom an acceptable Cost Proposal has been reached and Award of the Contract shall be made.

Scope of Work: means the Scope of Services described in Section 1 and in Section 4 and as may be amended in writing by negotiation between the parties.

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

Surety/Contract Bonds: A company that is bound with the Consultant 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.

3.2 Contract Documents

- A. "Contract Documents" means the Contract, the Cost Proposal, negotiated Scope of Work, the RFQ Documents in their entirety, including the General Provisions, Special Provisions, Plans, Specifications, Drawings, Appendices and Attachments, if any, the Consultant'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 together form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated therein and are intended to be complementary and prescribe and provide for a complete Scope of Work.
- B. The Contract represents the entire and integrated agreement between Kitsap Transit and the Consultant 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. Any work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Consultant as though it had been specifically included.
- C. In the case of any inconsistency or conflict between Contract Documents, the following order of precedence (from highest to lowest) applies, and the terms contained in the document of higher precedence shall prevail over the terms contained in the document of lower precedence:
 - Contract
 - Addenda
 - RFQ Documents
 - Accepted Cost Proposal

3.3 Relationship Of Parties.

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

3.4 Representatives.

- A. Kitsap Transit Representatives. The Contracts Administrator is Kitsap Transit's designated representative for Contract compliance. Kitsap Transit's Project Coordinator is the designated primary representative for performance compliance. Both are listed on the front page of this Contract and hereafter referred to as the "KITSAP TRANSIT Representative(s)."
- B. Proposer's Representative. The Consultant shall appoint a representative as the Contract liaison agent through whom Kitsap Transit will communicate with the Consultant. The Consultant shall respond to all written communications from Kitsap Transit representatives within seven (7) calendar days from receipt.
- C. Change of Representative. 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.

3.5 General Scope Of Services.

The Consultant shall be responsible for performing the Work. The Kitsap Transit is not a party to defining the division of Work between the Consultant and its Subconsultants, if any. Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials, documentation, and equipment necessary for full performance thereof, as are identified and designated as Consultant responsibilities throughout this Agreement and as detailed in exhibits attached hereto and incorporated herein.

3.6 Term Of The Contract.

Consultant shall not begin work under the terms of this Contract until authorized by Kitsap Transit with a Notice to Proceed. The services under this Agreement are directly related to and shall be coordinated with the Project Schedule. The time for completion is One Year with Four (4) One (1) Year Extensions. In the event of delay to the Consultant in performing the Work resulting from the conduct or lack of conduct by Kitsap Transit or its officers, employees, or agents, the Consultant 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 Consultant 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 Consultant's burden to prove that a delay exists for which an extension of time is allowable. The Consultant shall notify the KITSAP TRANSIT Representative as soon as the Consultant has, or should have, knowledge that an event has occurred, which will delay deliveries. Within five (5) calendar days, the Consultant shall confirm such notice in writing, furnishing as much detail as possible. Should the Consultant fail to notify KITSAP TRANSIT within this time period, Consultant shall be deemed to have waived any claim associated with the event alleged to have caused the delay.

3.7 Insurance Requirements.

- A. The Consultant shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the Kitsap Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- B. Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- C. For all coverages:
 1. Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.
 2. If coverage is approved and purchased on a "Claims Made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.
- D. Minimum Scope of Insurance
 1. General Liability: 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 and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per accident.
 3. Professional Liability: Whenever the work under this Contract includes "professional services," the Consultant shall maintain the appropriate Professional Liability insurance, affording limits of liability of \$1,000,000 per occurrence, for damages sustained by reason of or in the course of operations under the Contract whether occurring by reason of acts failing to meet the standard of care required by this Contract, negligent acts, or errors, or omissions of the Consultant.
 4. Workers Compensation: The Consultant and Subconsultant will secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. The Consultant and Subconsultant will be responsible for Workers Compensation insurance for any Subconsultant who provides services under subcontract. If the Consultant and Subconsultant are qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.
- A. Certificates and Policies: Prior to commencement of services for this Contract, the Consultant shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A:VII or higher). **Such certificates shall reference the title of this Contract** and will state that the Consultant shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Consultant's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Consultant from insurance obligations hereunder.
- B. Additional Insured Endorsement: General Liability Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.
- C. Subconsultants: Taking into account the Scope of Work and Services to be performed by a Subconsultant, the Consultant shall prudently determine whether, and in what amounts, each Subconsultant shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subconsultants shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured.
- D. Waiver of Subrogation. The Consultant and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Consultant and its insurers 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.
- E. No provision in this Section shall be construed to limit the liability of the Consultant for services not done in accordance with the Contract, or express or implied warranties. The Consultant's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

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

3.8 Assignment/Subcontracting.

- A. Consultant shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of Kitsap Transit, and it is further agreed that said consent must be sought in writing by Consultant not less than seven days prior to the date of any proposed assignment. Kitsap Transit reserves the right to reject without cause any such assignment.
- B. Kitsap Transit permits subcontracts for only those subconsultants listed in the Proposal for specific items of work. The subconsultant list may be modified as need arises upon mutual agreement of the parties. All terms, conditions, covenants and performances contained herein by and between the Consultant and Kitsap Transit shall be required of the subconsultant and made part of any subconsultant agreement. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work. The Consultant shall be responsible for the completion and submission of any federally required forms that may be required of the Subconsultant. The Consultant, at the request and direction of Kitsap Transit, will provide copies of any written agreements showing their contractual relationship.

3.9 Change Order Procedure

- A. Oral change orders are not permitted. No change in this Agreement shall be made unless Kitsap Transit's Representative gives his/her prior written approval thereto. The Consultant shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by Kitsap Transit's Executive Director or designee.
- B. Any modification to the accepted Cost Proposal must be in writing and signed by the parties.
- C. Any proposed change in this Agreement by the Consultant shall be submitted to Kitsap Transit for prior written approval. Any change order proposal must be broken down to detail direct costs, indirect costs and profit.
- D. Kitsap Transit's designated representative may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this agreement, and/or the drawings, designs or specifications. If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided, however, that Kitsap Transit's designated representative, if she or he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

3.10 Compensation And Method Of Payment

- A. Payments for services provided hereunder shall be made following the performance of such service, unless otherwise permitted by law and approved in writing by Kitsap Transit. No payment shall be made for any service rendered by Consultant except for services identified and set forth in this Agreement.

- B. Kitsap Transit shall pay Consultant for work performed under this Agreement compensation on as described in the approved Cost Proposal that will be attached hereto and made a part hereof.
- C. Payments shall be made following presentation of Consultant invoices and progress report. Invoices shall be prepared monthly on the basis of the work completed that month and at a percentage of the total cost of services to be performed unless otherwise agreed upon in writing.

Submission of Invoices: Invoices shall be submitted to:

Kitsap Transit
Attn: Accounts Payable
60 Washington Ave. Suite 200
Bremerton, WA 98337
or Accountspayable@kitsaptransit.com

for all transactions made during a calendar month by the 5th day of the following month. Payments are due and payable thirty (30) days from the date the Consultant's invoice is properly submitted.

3.11 Treatment Of Assets

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

3.12 Ownership Of Documents

The original documentation and data furnished to Consultant by Kitsap Transit shall be returned. The obligation to return documentation or data and copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Consultant's information systems procedures, provided that Consultant shall make no further use of such copies.

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

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

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

Notwithstanding anything contained herein, Consultant shall retain and may use the general knowledge acquired as a result of its performance of the services hereunder, for its general reference, enhancement of its technical capabilities, and for other purposes.

Further, notwithstanding anything to the contrary, each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Agreement (and all improvements, modifications, or developments thereto) and, except as explicitly set out in this Agreement, nothing herein shall imply any transfer or grant of rights to any such intellectual property

or rights thereto. Further, all information and material which is in existence prior to this Agreement, or created outside this Agreement, shall be and remain the exclusive property of the originating party, notwithstanding that such information or material may be incorporated in or used to produce any of the work products delivered under this Agreement.

3.13 Patent Rights

- A. Any patentable result or materials suitable for copyright arising out of this Agreement shall be owned by and made available to the Kitsap Transit for public use, unless the Kitsap Transit determines it is not in the public interest that it be owned or available.
- B. Consultant warrants that any design, process, or product, which the Consultant provides or recommends for use for this project hereunder, shall not infringe on or violate any patent, copyright or other intellectual property right held by others. The Consultant shall protect, indemnify, defend and save harmless Kitsap Transit from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as Kitsap Transit gives Consultant prompt notice of any infringement claim brought against Kitsap Transit and the Kitsap Transit gives Consultant information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim. Before final payment is made on this Contract, the Consultant shall, if requested by Kitsap Transit, furnish acceptable proof of a proper release from all such fees or claims Kitsap Transit is required to defend itself or enter into a settlement agreement due to Consultant's failure to defend, Consultant shall indemnify Kitsap Transit for its costs and expenses as well as any judgment entered against Kitsap Transit.

3.14 Independent Consultant Relationship

- A. In the performance of this Agreement, the parties intend that an independent Consultant relationship will be created. Kitsap Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Consultant. No agent, employee, servant or representative of Consultant shall be deemed to be an employee, agent, servant or representative of Kitsap Transit for any purpose, and the employees of Consultant are not entitled to any of the benefits Kitsap Transit provides to its employees. Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subconsultants or representatives during the performance of this Agreement. The Consultant shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.
- B. In the performance of the services herein contemplated, Consultant is an independent Consultant with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of Kitsap Transit and shall be subject to Kitsap Transit's general rights of inspection and review to secure the satisfactory completion thereof.

3.15 Warranty of Title. Consultant shall warranty to Kitsap Transit its successors and assigns, that the deliverables covered by the Agreement, when delivered to Kitsap Transit or to its successors or assigns, is free from all liens and encumbrances.

3.16 Information

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

3.17 Statement Of Financial Assistance

This Agreement may be subject to receipt of financial assistance by Kitsap Transit from state and federal sources. Kitsap Transit shall arrange such assistance or other funding prior to authorizing

the Work of this Agreement to start. In the event the work of this Agreement is started and such financial assistance or other funding is not available, Kitsap Transit may terminate this Agreement in accordance with Section 3.33 Termination for Convenience.

3.19 Safety And Health Standards

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

3.20 Prompt Payment:

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

- A. The Consultant must report when a DBE subconsultant previously reported to Kitsap Transit to be performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform the work.
- B. Kitsap Transit reserves the right to monitor reported DBE participation or the Consultant's required performance with respect to DBE's as Kitsap Transit deems appropriate.

3.21 Title VI Compliance

It is the policy of KT 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 KT's Title VI program is available online at [http://www.kitsaptransit.com/static/62/privacy-policy#title vi.](http://www.kitsaptransit.com/static/62/privacy-policy#title%20vi)" The additional FTA language would be in the attached FTA clauses when necessary.

3.22 Consultant Responsibility For Quality

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. Neither Kitsap Transit's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3.23 Compliance With Laws

- A. Consultant, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs, accreditation, and licensing of individuals. The Consultant shall comply with any other standards or criteria as described in this Agreement to assure quality of services.
- B. Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.
- C. This Agreement shall be governed by the pertinent requirements included in Federal Transit Administration Circular 4420.1F as amended and the attached Certifications.

3.24 Hold Harmless And Indemnification

- A. Indemnification. Consultant shall defend, protect, indemnify and hold harmless Kitsap Transit and its agents, employees and/or officers from and against any and all claims, suits, actions, damages, and liability whatsoever, which Kitsap Transit may incur by reason of any negligent act, action, neglect, omission or default on the part of Consultant under this Agreement; provided, however, that if such liability is caused by or results from the concurrent negligence of Kitsap Transit, its agents, employees, and/or officers, and Consultant or its agents and employees, this provision shall be valid and enforceable only to the extent of Consultant's negligence. If a lawsuit subject to this hold harmless provision ensues, the Consultant shall appear and defend that lawsuit at its own cost and expense to the extent of its negligence.
- B. Indemnification For All Other Actions: Consultant shall protect, defend, indemnify and save harmless Kitsap Transit, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from all other the acts or omissions of the Consultant its officers, employees, Subconsultants and/or agents. Consultant's indemnification obligation shall include but is not limited to, all claims against the Kitsap Transit by an employee or former employee of the Consultant or its Subconsultants.
- C. The Consultant expressly waives by mutual negotiation, with respect to the Kitsap Transit only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event the Kitsap Transit incurs any costs including attorneys' fees to enforce the provisions of this paragraph, all such costs and fees shall be recoverable from the indemnitor.
- D. Limitation of Liability: Neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages.

3.25 Parol Agreement

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

3.26 Severability

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

3.27 Successors

Kitsap Transit and Consultant respectively bind themselves, their partners, successors, assigns and legal representatives to the other party in respect to covenants, agreement and obligations contained in the Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

3.28 Sureties

If at any time during the continuance of the Agreement, the sureties, or any of them, shall in the opinion of Kitsap Transit become untrustworthy, Kitsap Transit shall have the right to require

additional and sufficient sureties, which the Consultant shall furnish to the satisfaction of Kitsap Transit within ten (10) days after notice.

3.29 Dispute Resolution.

- A. Decision of the Executive Director: Any dispute concerning a question of fact or arising in the performance under this Contract, which is not resolved by agreement of the parties, shall be decided in writing by Kitsap Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Consultant. The decision shall state the reason(s) for the decision reached, and shall inform the Consultant of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless within seven (7) calendar days from the date of receipt of the decision the Consultant mails or otherwise delivers a written appeal to the Kitsap Transit Board of Directors, or commences an action in a court of competent jurisdiction. If the Executive Director does not issue a written decision regarding any Contract controversy within seven (7) calendar days after the Consultant's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. THE CONSULTANT'S FAILURE TO TIMELY SUBMIT AN APPEAL OF THE EXECUTIVE DIRECTOR'S DECISION, AS PROVIDED IN SECTION 3.29C BELOW, OR COMMENCE AN ACTION IN A COURT OF COMPETENT JURISDICTION SHALL WAIVE ANY RELIEF THAT MIGHT OTHERWISE BE DUE WITH RESPECT TO SUCH DISPUTE. NO ACTION CHALLENGING THE EXECUTIVE DIRECTOR'S DECISION SHALL BE BROUGHT MORE THAN ONE YEAR FROM THE DATE OF THE CONSULTANT'S RECEIPT OF SUCH DECISION.
- B. Performance During Dispute: Pending final resolution of a dispute, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.
- C. Appeals: The Consultant may appeal the Executive Director's decision to the Kitsap Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member committee of the Kitsap Transit Board, as appointed by the Board, shall decide the appeal. The Consultant must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. NO ACTION CHALLENGING SUCH THE COMMITTEE'S DECISION SHALL BE BROUGHT MORE THAN ONE YEAR FROM THE DATE OF THE CONSULTANT'S RECEIPT OF SUCH DECISION.
- D. Rights and Remedies: The duties and obligations imposed by the Contract and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Except as otherwise provided for herein, no action or failure to act by Kitsap Transit or the Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.30 Jurisdiction; Waiver Of Jury Trial.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
- C. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

3.31 Mediation.

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

3.32 Notices.

All notices required under for in this Agreement shall be in writing and delivered personally, or by sent by regular mail addressed to the representatives designated to receive such notices, to the addresses designated for the parties in this Agreement. To the fullest extent permitted by law, the the Parties agree that reliance on electronic communication will be permitted for giving notices and that a responsive email acknowledgment receipt will have the same force and effect as returning a signed written acknowledgment, provided that the electronic communication can be reproduced in a record. Electronic notice and acknowledgement shall not apply to execution of this Contract or to the execution Change Orders.

3.33 Termination.

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

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

Settlement of claims by the Consultant under this Termination of Convenience clause shall be in accordance with the provisions set forth in the Federal Acquisition Regulations, except

that wherever the word "Government" appears it shall be deleted and the words "Kitsap Transit" shall be substituted in lieu thereof.

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

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

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

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

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

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

3.34 Accounting Records.

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

3.35 Audit And Inspection Of Records.

Kitsap Transit, the State Auditor, the Comptroller General for the United States, or any of their duly authorized representatives, shall, until three (3) years after final payment under this Agreement or for any shorter period specified, have access to and the right to examine any of the Consultant directly pertinent books, documents, papers or other records involving transactions related to this Agreement, and may request copies of specific documents at no charge to Kitsap Transit. These same requirements apply for any subconsultant.

3.36 Attorneys Fees And Costs

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

3.37 Force Majeure

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by earthquake, fires, storms, floods, disease, epidemics, pandemics (governmental restrictions associated with the Covid 19 pandemic are specifically excluded from the language of this section), elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, extraordinary acts of the United States of America or any state, territory or political subdivision thereof, riots, or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

3.38 Federal Contract Clauses And Certifications:

The Consultant shall certify to the best of its knowledge and belief, that it has or has not read and understood the FTA Contract Clauses and Certifications (**Exhibit B**) as they pertain to the Project using 'Consultants Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications FTA Master Agreement 33, April 25th, 2025.

END OF SECTION 3

Kitsap Transit intends to enter into a contract with the successful proposer to provide On-Call A&E Services. Under the contract, the Contractor shall provide comprehensive services to include, but not limited to, consultative and technical guidance, production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules and cost estimates, as well as bid, award, project management, construction administration, monitoring and testing, policy and regulation development, data analysis, permitting and report writing services, environmental assessments and reviews on an as-needed basis.

Kitsap Transit is responsible for providing passenger-only ferry service between Bremerton and Port Orchard, Bremerton and Annapolis, Bremerton and Seattle, Kingston and Seattle, and Southworth and Seattle. Kitsap Transit operates four (4) passenger-only ferry terminals located at Bremerton, Port Orchard, Annapolis, and Kingston, WA. The two (2) Southworth and Seattle terminals are shared facilities with Washington State Ferries. Future terminals may be added to this Contract as they come on line or as Kitsap Transit deems necessary.

Kitsap Transit is responsible for the design, construction management and maintenance of facilities associated with the passenger-only ferry service. Components of these facilities include both fixed and floating structures; passenger loading structures and equipment, including trestles and gangways; dolphin and fendering systems; and upland infrastructure, including fueling, parking, fare collection equipment, signage, utilities, and permanent and temporary buildings.

Past Projects Issued Under a Similar Project

The following projects are a sample of projects that have been issued on a Work Order/Task Order/Purchase Order type contract in the past but is not inclusive of all work that may be issued as part of this Contract:

- Southworth Ferry Lot Design
- Bremerton Boarding Ramp for ADA Compliance Design
- Annapolis Dock Electrical Upgrade A/E Services
- Bremerton Dock M-Float Crane A/E Services
- Kingston and Bremerton Fender Preventive Maintenance
- Kingston Fender Repair Design

Disciplines to be Provided

This contract provides an opportunity for the selected consultant team to provide terminal engineering expertise to Kitsap Transit as needed and within schedule and budget constraints. Kitsap Transit expects that the consultant team be able to provide the following as related to terminal engineering:

1. Project management
2. Expertise in each of the engineering disciplines that may be required to develop and carry out terminal maintenance, preservation, and improvement strategies:

- a. Civil engineering
- b. Structural engineering
- c. Geotechnical engineering
- d. Electrical engineering
- e. Mechanical engineering
- f. Environmental analysis and permitting
- g. Architectural design
- h. Urban/transportation planning
- i. Underwater inspections
- j. Surveying
- k. Construction management

Work Order/Task Order/Purchase Order Requirements

Work will be issued on a Work Order/Task Order/Purchase Order basis. As each project or task is defined, the Contractor will provide a proposal or quote for the Work, and will be asked to respond with detailed pricing to include all applicable labor hours, labor rates, overhead costs, contingency, and contractor fixed-fee (markup). The proposal or quote will then be reviewed, approved, or negotiated, and a Work Order/Task Order/Purchase Order will be issued for the specific project or task.

The exact disciplines required and the amount of work for each discipline has not been determined. The Consultant should be capable of adding, deleting, and substituting disciplines/expertise as necessary to meet the needs of specific work orders. There is no guarantee that all disciplines or services will be utilized.

The Consultant will be expected to respond to short notice requests for technical services to resolve work order requests. The Consultant should be capable of performing urgent work order requirements while working on several work orders simultaneously.

END OF SECTION 4

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate, decorative or extraneous materials strongly discouraged. The proposal shall be submitted in PDF or WORD format. Zipped files, password protected, cloud based, and other file formats will not be accepted. Proposal submittal requirements are described below.

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

Proposal Requirements

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 RFQ will be evaluated based on the criteria listed in the evaluation criteria.

Proposals must be submitted via email to michaelri@kitsaptransit.com. The email should have **Kitsap Transit Project KT 26-049 On-Call Multidisciplinary Engineering and Environmental Services for Kitsap Transit Ferry Terminals** in the subject line. Upon timely receipt, Kitsap Transit will acknowledge receipt of your Proposal.

Proposers must submit their Proposal without a Cost Proposal.

To facilitate a uniform review process and obtain the maximum degree to comparability, respondents are required to organize proposals in the following manner. Proposals that deviate from this organizational structure or are missing key information elements may be considered non-responsive.

1. Letter of Transmittal addressed to the Purchasing Specialist as follows:

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

The letter of transmittal must include:

- Project title
- Name of respondent
- Location of the respondent
- Brief description of respondent's proposal

- Identify Proposer's Project Manager
- Identify the Point of Contact for the Proposal

2. Firm Profile: (four page maximum)

The Proposal shall provide a description of the firm including; the number of professional personnel employed in each discipline, services offered, areas of particular expertise, years in business, office location, and a brief description of the firms' experience.

3. Comparable Projects and Reference (3-5 Projects)

Provide a description of 3-5 projects of a similar scope or complexity, including photographs and a text description of the firm's specific role in the project (e.g., workshop role, design, construction documentation, and contract administration). Kitsap Transit prefers projects that are related to marine terminals or similar structures.

For each project, provide the name of the customer, a point of contact that can speak to the work accomplished by your firm during the project, contact information for the point of contact including name, phone number and email address. Identify key personnel who participated in each project and describe their roles.

Consultant may only provide one (1) project completed with Kitsap Transit is their past projects.

4. Key Personnel (one page each, no restriction on the number of personnel that may be listed):

Provide a resume or other similar document that summarizes the description of all of the proposed key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects.

5. Forms:

- Exhibit A: Bidder's Affidavit
- Exhibit B: Federal Clauses and Certifications Acknowledgement Form
- Exhibit C: Lobbying Certification

BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, PROPOSER AGREES TO BE BOUND BY ALL LEGAL REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS CONTAINED IN THIS RFQ UNLESS THE PROPOSER EXPRESSLY NOTES ANY PROPOSED CHANGE TO THE GENERAL PROVISIONS AND CONTRACT LANGUAGE IN THE PROPOSAL.

END OF SECTION 5

Award of this contract shall be determined through the evaluation process as described below and in the following section, provided the proposal is responsive in all respects to the procurement requirements.

Kitsap Transit will establish an evaluation committee responsible for (1) reviewing all proposals and (2) conducting the evaluation and interviews described in this RFQ; if necessary. Kitsap Transit reserves the right to reject or accept any and all proposals, to waive any minor irregularities in proposals or procedures, and to request additional information from Proposers at any stage of the evaluation.

Proposer qualifications will be evaluated by the Evaluation Committee based on the criteria below with a possible maximum score of 1000 points for each Proposal.

5.1 Evaluation Criteria

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

1. Firm Profile	200
2. Past Experience	400
3. Key Personnel	400
Total	1000

5.2 Interviews

If the Evaluation Committee deems it necessary, all vendors in the competitive range will be invited to participate in interviews. Proposers will receive an invitation to the interview along with an agenda covering the information, schedule and presentation format. The Evaluation Committee will score each interview; two hundred (200) point maximum. The interview scores will be added to the weighted criteria score to determine the most highly qualified Proposer.

5.3 Evaluation Committee Recommendations

The Evaluation Committee shall consist of qualified Kitsap Transit staff or other persons selected by Kitsap Transit to conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

5.3 Pre-Award Conference

If deemed necessary, in Kitsap Transit’s sole discretion, the Proposer determined to be the most highly qualified firm shall participate in a pre-award conference conducted by Kitsap Transit to clarify and discuss issues of concern and interest to both parties.

5.4 Rejection of Proposals

Kitsap Transit may reject any Proposal that is not in the required format, does not address all the requirements of this RFQ, or that Kitsap Transit believes is not in the interest of the Agency to consider or to accept. In addition, Kitsap Transit may cancel this RFQ, reject all the Proposals, and seek to do the Work through a new RFQ or by other means.

END OF SECTION 5

INDEPENDENT CONSULTANT SAMPLE AGREEMENT
CONTRACT NUMBER: KITSAP TRANSIT 26-049

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

WHEREAS, KITSAP TRANSIT desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities, hereinafter referred to as the "Project," and

WHEREAS, CONSULTANT represents that CONSULTANT is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, KITSAP TRANSIT and CONSULTANT agree as follows:

Contract Documents: This Contract, which includes the Contract Documents, as defined in Section 3.2 of the General Provision, and represents the entire and integrated agreement between Kitsap Transit and the Consultant.

This Contract IS [X] IS NOT [] subject to attached Federal Transit Administration Contract Clauses.

- 1. Performance: The Consultant shall diligently perform all Work in accordance with the Contract Documents.
2. Time of Performance: The Consultant 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 Three Hundred and Sixty Five (365) Working Days of said Notice.
3. Payment: The total payment to Consultant shall not exceed \$<XXX> as set forth on the Consultant's Proposal Form, unless authorized by a written Change Order.
4. 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.

KITSAP TRANSIT

CONSULTANT:

By: _____

By: _____

Name: John Clauson

Name:

Title: Executive Director

Title:

Date: _____

Date: _____

KITSAP TRANSIT

REQUEST FOR QUALIFICATIONS KITSAP TRANSIT 26-049

FOR

On-Call Multidisciplinary Engineering and Environmental Services for Kitsap Transit Ferry Terminals

EXHIBIT A

PROPOSER'S AFFIDAVIT

EXHIBIT A

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT PROJECT KITSAP TRANSIT #26-049

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Proposer affirms that in connection with this Proposal:

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

to the performance of this Contract.

SEGREGATED FACILITIES

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

DEBARMENT AND SUSPENSION

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

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

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

The certification in this clause is a material representation of fact relied upon by Kitsap Transit. If it is later determined by Kitsap Transit that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to Kitsap Transit, the Federal Government may pursue available remedies afforded by 31 U.S.C. § 3802, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from the offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

Authorized Signature

Date

Printed Name & Title

Company Name

Subscribed and sworn to before me this day of, 202__.

Notary Public in and for the State of, _____

residing in Signature: _____

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

KITSAP TRANSIT

**REQUEST FOR QUALIFICATIONS KITSAP TRANSIT
26-049**

FOR

**On-Call Multidisciplinary Engineering and
Environmental Services for Kitsap Transit Ferry
Terminals**

EXHIBIT B

**FEDERAL TRANSIT ADMINISTRATION
CONTRACT CLAUSES AND CERTIFICATIONS**

Contractors Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications

Source: [FTA Master Agreement \(33\)](#)

The Contractor, _____, certifies, to the best of its knowledge and belief, that it:

A. **Has** _____ **Has not** _____ read and understood the attached Federal Transit Administration Contract Clauses as they pertain to project _____, and;

B. **Has** _____ **Has not** _____ read and understood the attached Federal Transit Administration Contract Certifications as they pertain to project _____.

Signature of Contractor's Authorized Official

Date

Name & Title of Contractor's Authorized Official

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government shall not have any obligation or liability related to:
 - (a) The Project,
 - (b) Any Third Party Participant at any tier, or
 - (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any:
 - (a) Third Party Participant, or
 - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (a) Federal laws and regulations apply to itself and its Project, including:
 1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and
 2. U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31,
 - (b) By executing its Underlying Agreement, the Recipient certifies and affirms to the truthfulness and accuracy of any of the following that the Recipient provides to the Federal Government:
 1. Claim,
 2. Statement,
 3. Submission,
 4. Certification,
 5. Assurance, or
 6. Representation, and
 - (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended and other applicable penalties if the Recipient:
 1. Presents, submits, or makes available any information in connection with any:
 - a. Claim,
 - b. Statement,
 - c. Submission,

- d. Certification,
 - e. Assurance, or
 - f. Representation, and
2. That information is false, fictitious, or fraudulent.
- (2) **Criminal Fraud.** The Recipient acknowledges that 49 U.S.C. § 5323(l)(1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:
- (a) Presents, submits, or makes available any information in connection with any:
 - 1. Claim,
 - 2. Statement,
 - 3. Submission,
 - 4. Certification,
 - 5. Assurance, or
 - 6. Representation, and
 - (b) That information is false, fictitious, or fraudulent.

ACCESS TO RECORDS

The Recipient agrees that:

- (1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
 - (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,
 - (b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and
 - (c) Recipient and Subrecipient,
- (2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed above in (1) to do the following:
 - (a) Inspect all:
 - 1. Project work,
 - 2. Project materials,
 - 3. Project payrolls, and
 - 4. Other Project data, and
 - (b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within:
 - 1. Books,
 - 2. Records,
 - 3. Accounts, or
 - 4. Other locations.

FEDERAL CHANGES

Changes to Federal Requirements and Guidance:

- (1) Requirements and Guidance. New Federal Requirements and Guidance may:
 - (a) Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and
 - (b) Apply to the Recipient or its Project.
- (2) Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may:
 - (a) Be modified from time to time, and
 - (b) Apply to the Recipient or its Project.
- (3) Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a:
 - (a) Special Condition in the Recipient's Underlying Agreement,
 - (b) Special Requirement in the Recipient's Underlying Agreement,
 - (c) Special Provision in the Recipient's Underlying Agreement,
 - (d) Condition of Award in the Recipient's Underlying Agreement,
 - (e) Letter to the Recipient signed by an authorized FTA official, or
 - (f) Change to FTA or Federal guidance.

CIVIL RIGHTS REQUIREMENTS

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- (1) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):
 - (a) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of:
 1. Race,
 2. Color,
 3. Religion,
 4. National origin,
 5. Sex (including sexual orientation)
 6. Disability, or
 7. Age, and
 - (b) The FTA "Nondiscrimination" statute's prohibition against discrimination includes:
 1. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332:
 2. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

3. Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or business opportunity identified in 49 U.S.C. § 5332.
- (2) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
- (a) Prohibit discrimination based on:
 1. Race,
 2. Color, or
 3. National origin,
 - (b) Comply with:
 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 2. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, including any amendments thereto; and
 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and
 - (c) Follow:
 1. The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance.
 2. U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 3. All other applicable Federal guidance that may be issued.
- (3) Equal Employment Opportunity.
- (a) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:
 1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 2. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, *et seq.*;
 - 3.-Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 12 of the Master Agreement, and
 - 4.-FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
 - 5.- Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
 - (b) Indian Tribes. The Recipient agrees to, and ensures that each Third Party Participant will recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

- (4) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:
- (a) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - 1. Section 11101(e) of IIIA;
 - 2. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, including any amendments thereto; and
 - 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 12 of the Master Agreement and section V.(1) of this document.
 - (b) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:
 - 1. It shall not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26.
 - 2. It shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - 3. Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
 - 4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of the Master Agreement.
- (5) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination based on sex, including:
- (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance”, 49 C.F.R. part 25, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (6) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination based on age, including:
- (a) The Age Discrimination in Employment Act , 29 U.S.C. § § 621 – 634, which prohibits discrimination based on age,
 - (b) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, ,
 - (c) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § *et seq.*, which prohibits discrimination against individuals based on age in the administration of programs, projects and related activities receiving Federal assistance,

- (d) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
 - (e) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (7) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions against discrimination based on disability:
- (a) Federal laws, including:
 1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally funded programs or activities,
 2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer”;
 3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 5. Other applicable laws regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (b) Federal regulations, including:
 1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 2. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 4. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 5. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 6. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,

7. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 8. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 9. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
 11. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
 12. Other applicable Federal civil rights and nondiscrimination regulations and guidance.
- (8) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (a) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (b) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (c) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (9) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to provide meaningful access to public transportation services to people whose understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.
- (10) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- (11) Federal Law and Public Policy Requirements. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination and the recipient will cooperate with Federal officials on the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and the other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- (12) Federal Anti-Discrimination.
- (1) Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
 - (1)(2) Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity,

and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

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. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor's Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.

The contractor is required to pay its subcontractors performing work related to his contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore:

- (1) Federal Laws, Regulations, and Guidance. The Recipient agrees:
 - (a) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
 - (b) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended,
 - (c) To follow the most recent edition and any revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and
 - (d) That although the FTA "Best Practices Procurement Manual" provides additional third party contracting guidance, the Manual may lack the necessary information for

compliance with certain Federal requirements that apply to specific third party contracts at this time.

ENERGY CONSERVATION

The Recipient agrees to, and assures its Subrecipients will:

- (1) State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and
- (2) Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

TERMINATION PROVISIONS

The Recipient agrees to all of the following:

- (1) Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
 - (a) The Recipient has violated the Underlying Agreement or FTA Master Agreements (29-33), especially if that violation would endanger substantial performance of the Project,
 - (b) The Recipient has failed to make reasonable progress on the Project, or
 - (c) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,
- (2) Financial Implications.
 - (a) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and
 - (b) The Federal Government may:
 1. Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:
 - a. Failing to make adequate progress,
 - b. Failing to make appropriate use of the Project property, or
 - c. Failing to comply with the Underlying Grant Agreement or FTA Master Agreement(s) (29-33), and
 2. Require the Recipient to refund:
 - a. The entire amount of Federal funds provided for the Project, or
 - b. Any lesser amount as the Federal Government may determine including obligations properly incurred before the termination date, and
- (3) Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.

- (4) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

DEBARMENT AND SUSPENSION

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200,
 - (b) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and
 - (c) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
- (2) It will review the U.S. GSA "System for Award Management" at <https://sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Part Participants:
 - (a) Will comply with Federal debarment and suspension requirements, and
 - (b) Review the U.S. GSA "System for Award Management" at <https://sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200.

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Recipient understands and agrees that:

- (1) FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:
 - (a) A major dispute,
 - (b) A breach,
 - (c) A default, or
 - (d) Litigation,
- (2) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:
 - (a) The Recipient agrees to promptly notify:
 1. The FTA Chief Counsel, or
 2. The FTA Regional Counsel for the Region in which the Recipient is located,
 3. U.S. DOT Inspector General Counsel for the Region
 4. Notification provisions must be in all sub-agreements at every tier, for any agreement that is a covered transaction according to 2 CFR §§ 180.220 ad 120.220.

- (b) The types of legal matters that require notification include, but are not limited to:
 - 1. A major dispute,
 - 2. A breach,
 - 3. A default,
 - 4. Litigation, or
 - 5. Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and
- (c) The types of matters that may affect the Federal Government include, but are not limited to:
 - 1. The Federal Government’s interests in the Project, or
 - 2. The Federal Government’s administration or enforcement of Federal laws or regulations,
- (3) Federal Interest in Recovery
 - (a) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but
 - (b) Liquidated Damages. Notwithstanding the preceding section XI.(1) of this document, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,
- (4) Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:
 - (a) Any third party agreement,
 - (b) Any Federal law or regulation,
 - (c) Any State law or regulation, or
 - (d) Any local law or regulation,

BYRD ANTI-LOBBYING AMENDMENT

The Recipient agrees that, as provided by Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(a), U.S. DOT regulations “New Restrictions on Lobbying” 49 CFT Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended:

- (1) Prohibition on Use of Federal Funds. It will not use Federal funds:
 - (a) To influence any:
 - 1. Officer or employee of a Federal agency,
 - 2. Member of Congress,
 - 3. Officer or employee of Congress, or
 - 4. Employee of a Member of Congress,
 - (b) To take any action involving the Project or the Underlying Agreement for the Project, including any:
 - 1. Award,
 - 2. Extension, or

3. Modification,
- (2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with:
- (a) 31 U.S.C. § 1352, as amended,
 - (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:
 - 1. The U.S. Congress, or
 - 2. A State legislature, but
- (3) Exception. The prohibitions of (1)-(2) above do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations.

CLEAN AIR & CLEAN WATER

Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the Fly America Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.326. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The following transactions are prohibited and Third-Party Participant certifies that;

- (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs:

- (1) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), is within the meaning of “Federal Requirement” as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- (2) Enforcement for non-compliance. The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:
 - (a) Enforcement actions authorized by 49 U.S.C. § 5329(g);
 - (b) Referring the Recipient to the CDC or other Federal authority for enforcement action;
 - (c) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
 - (d) Any other enforcement action authorized by Federal law or regulation

NOTICE TO FTA and US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located, The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include as equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R §§ 80.220 and 1200.220.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claim Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

VETERANS HIRING PREFERENCE

Veterans employment – Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certifications of compliance issued on the project.

SEAT BELT USE

The contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company

rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Agency.

DISTRACTED DRIVING

The contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect,

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- a) Engage in severe forms of Trafficking in Persons during the period of time that the Recipient’s Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

KITSAP TRANSIT

**REQUEST FOR QUALIFICATIONS KITSAP TRANSIT
26-049**

FOR

**On-Call Multidisciplinary Engineering and
Enviornmenal Services for Kitsap Transit Ferry
Terminals**

EXHIBIT C

Lobbying Certification

LOBBYING CERTIFICATION

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Proposer's authorized official: _____

Title: _____

Signature

Date

THIS FORM MUST ACCOMPANY PROPOSAL