



HOQUIAM, WASHINGTON

REQUEST FOR PROPOSAL AND QUALIFICATIONS

Mobile Food Vending Services

PROJECT 2016-0001

NOTE: GHT will contract with one (1) Vendor. A second contracted Vendor with a non-competing menu may be considered in the future depending on the number of qualifying bids received.

Located at the Aberdeen Transit Center

REQUEST FOR PROPOSAL AND QUALIFICATIONS (RFP/Q) RELEASE DATE:
Monday, April 18, 2016

RFP/Q SUBMISSION DEADLINE:

Date: **Friday, May 13, 2016**

Time: 3:00 p.m. PDT

Place: Grays Harbor Transit Administration Facility, 705 30th Street, Hoquiam WA 98550

CONTACT:

Diane Lutts

Procurement Coordinator

(360) 532-2770 Ex 110

dlutts@ghtransit.com

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For Project Number: **2016-0001**
Project Title: Mobile Food Vending Services

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSAL AND QUALIFICATIONS (RFP/Q)

FOR MOBILE FOOD VENDING SERVICES

NOTE: GHT will contract with one (1) Vendor. A second contracted Vendor with a non-competing menu may be considered in the future depending on the number of qualifying bids received.

GRAYS HARBOR TRANSIT

PROJECT 2016-0001

Grays Harbor Transit, the public transportation provider in Grays Harbor County, is seeking Proposals and Statements of Qualifications from Mobile Food Vendors with experience in business and the food sales industry. Grays Harbor Transit intends to award a contract for up to a three-(3) year term, with two one (1)-year extension options for these services. The contract shall begin on or about June 6, 2016.

The complete RFP/Q solicitation document is available by download at www.ghtransit.com

RFP/Q submissions will be accepted by Grays Harbor Transit until 3:00 pm PDT on

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Grays Harbor Transit website www.ghtransit.com
Jodesha Broadcasting

PART I -- INFORMATION FOR PROPOSERS

1. STATEMENT OF PURPOSE

Grays Harbor Transit, the local transportation provider in Grays Harbor County, is requesting proposals and statements of qualifications from qualified, mobile food vendors interested in providing food and/or beverage services at the Aberdeen Transit Center, located at 320 East Wishkah Street in Aberdeen, Washington. Grays Harbor Transit seeks up to a three (3) year agreement that will commence on or about June 6, 2016.

As used herein, the term "Transit" means Grays Harbor Transit, the term "Proposer" means the company or person responding to this RFP, and the term "Contractor" means the firm selected to provide the specified services.

2. BACKGROUND

In 1975 the Grays Harbor Transportation Authority (GHTA) was formed to provide transportation services to Grays Harbor County. Transit currently provides a wide range of transportation services including fixed-route, vanpool (rideshare), Specialized Van Service - SVS (paratransit), and dial-a-ride (DAR).

The Aberdeen Transit Center (ATC) is centrally located in downtown Aberdeen. The ATC is the main hub for route transfers. With buses pulling in to the ATC approximately 125 times each week day and 62 times on Saturdays, there is potential for a large customer base.

3. PROPOSER MINIMUM QUALIFICATIONS

To be considered for award under this RFP/Q, Proposers must meet the following minimum qualification and experience criteria:

- Must have three (3) years of experience in business or the food industry;
- Must be licensed to do business in the City of Aberdeen.
- Must have all necessary Department of Health Permits.
- Must provide proof of Insurance as detailed in Sample Contract 7 (a) and (b).

4. CONTRACT TERM

Transit intends to award to one (1) contracted Vendor. A second contracted Vendor with a non-competing menu may be considered in the future depending on the number of qualifying bids received. The Contract term shall begin on or about June 6, 2016 for a period not to exceed three (3) years with two one (1) year extension options.

5. SITE DETAILS

Site Details					
1. Exact Street Address:	320 East Wishkah Street				
2. City:	Aberdeen	State	WA	Zip Code:	98520
3. Proposed Site #1:	8' x 26' See Map				
4. Proposed Site #2	8' x 26' For future expansion consideration				
5. Occupancy Date Date proposed premises is available for occupancy:	On or about June 6, 2016.				
6. Specific Zoning Description: Describe site's designated zoning as well as permitted uses.	Commercial				
7. Constraints or restrictions in the use of the site:	Vendor Mobile Unit must be self-contained (except for electricity) and be moved off site at the end of business each day				
8. Days of Operation:	Vendor may operate on all days that GHT provides bus service. Currently this is Monday through Saturday. This is subject to change. GHT does not operate on New Year's Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving, and Christmas.				
9. Proposed Space is:	<input checked="" type="checkbox"/> Existing Space <input type="checkbox"/> Under Construction <input type="checkbox"/> Planned				
Electrical Capacity					
Portable generators will not be allowed. A 220 volt hook up in a lock box will be provided. The fee covering the electrical usage will be added to the monthly space rent. A flat monthly fee of <u>\$50.00 per month</u> will be assessed for use of the electrical hookup. After three (3) months, usage will be reviewed and rate adjusted to reflect usage.					
Plumbing					
Unit must be self-contained.					

6. PROCUREMENT SCHEDULE

The Schedule below outlines key action dates and times (if applicable). All dates after the RFP/Q submission date are approximate and may be adjusted as conditions indicate.

Procurement Activity	Date and Time
RFP/Q Release Date	April 18, 2016
Proposer Questions and Clarifications Due	May 6, 2016 - 3:00pm PDT
RFP/Q Submissions Due	May 13, 2016 - 3:00pm PDT
Evaluation of Submissions & Negotiations	May 23-26, 2016
Anticipated Project Award	May 27, 2016
Anticipated Date Performance Begins	June 6, 2016

Transit has sole discretion for any amendments appropriate to this RFP/Q and competition process. The procurement of these services will be in accordance with Grays Harbor Transit policy and other applicable State of Washington laws, regulations, and procedures.

7. CONTACT INFORMATION

Until the contract is awarded, the RFP/Q submission and any questions or communications concerning the project must be addressed to the Procurement Coordinator listed below:

Diane Lutts

Procurement Coordinator

Grays Harbor Transit

307 30th Street

Hoquiam, WA 98550

Phone (360) 532-2770, extension 110, Fax (360) 532-2784

dlutts@ghtransit.com

8. SUBMISSION OF QUESTIONS AND CLARIFICATIONS

- A. All questions pertaining to this RFP/Q, or any other questions concerning the sample agreement, pre-RFP/Q submission conference notes, written responses, or addenda must be submitted in writing through email, fax or regular mail to the Procurement Coordinator no later than the time and date identified in Section 6, [Procurement Schedule](#).
- B. Transit will respond to all questions in writing. Transit considers all oral communication unofficial and non-binding. Proposers should rely only on written statements issued by the Procurement Coordinator.
- C. The person submitting the question or request for interpretation will be responsible for its prompt delivery.
- D. Only interpretations, additions or revisions to the proposed documents, or approval of alternate materials submitted will result in the issue of written addenda. All addenda will be posted on Grays Harbor Transit's website at www.ghtransit.com. Proposers are responsible to check for and obtain any

addenda related to this procurement. Any addenda issued must be addressed in the proposal and will become a part of the Contract Documents. Transit will not be responsible for any other explanation or interpretation of the Contract documents.

- E. Requests from potential Proposers for clarifications not resulting in an amendment to the RFP/Q shall be responded directly to the requester and may or may not be issued to all parties in possession of solicitation documents. If responses are issued to all parties, names of those requesting the clarification shall be maintained as confidential. Clarifications issued to all parties shall be included in all subsequently issued solicitation documents.

9. EXAMINATION OF DOCUMENTS

Each Proposer shall thoroughly examine and be familiar with the proposal requirements and general conditions, technical specifications and Addenda (if any) which constitute the Contract Documents. The submission of the proposal shall constitute an acknowledgment upon which Transit may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents, statutes, ordinances, regulations and permits shall in no way relieve the Proposer from any obligations with respect to the proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

10. AMENDMENTS TO THE RFP/Q

Transit may amend this RFP/Q at any time before the submission due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery, submission date, procedures, baseline technical requirements, or selection criteria. Written notice of such amendments shall be provided to all persons who have requested the solicitation documents.

11. POSTPONEMENT OF SUBMISSION

Transit reserves the right to postpone the date and time of proposal submission at any time prior to the date and time established herein.

12. PUBLIC DISCLOSURE OF INFORMATION

All the information contained in the proposal is subject to the State of Washington public disclosure laws, RCW Chapter 42.56 and may be subject to public inspection. It should be noted that RCW 42.56.330(1) states that the following information is not subject to public disclosure: "Valuable formulae, designs, drawings and research data obtained by any agency within 5 years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include in their proposals data which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for evaluation purposes, shall:

- A. Mark the title page with the following legend:
“This proposal includes data that shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, Transit shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit Transit’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].”
- B. Mark each sheet of data they wish to restrict with the following legend:
“Use or disclosure of data contained on this sheet is subjected to the restriction on the title page of this proposal.”

13. INSTRUCTIONS FOR PREPARING THE RFP/Q SUBMISSION

Responses to this RFP/Q shall be made in strict conformance with the following requirements. Failure to conform therewith may be cause for rejecting the proposal submitted. Transit reserves the right to waive minor discrepancies at its sole discretion. Transit also reserves the right to reject all proposals, or to award a contract without discussions with Proposers.

In this RFP/Q, Transit seeks solid information about the Proposer’s capacity to provide the food vending services that Transit requires. Neither vague and lengthy narratives nor bulky displays of irrelevant information are appreciated. A carefully prepared, graphically attractive submittal is appropriate; elaborate artwork, printing, and paper are not. Please make the proposal as concise as possible while including all the required information. Any proposal that does not contain all the required information may be considered non-responsive and eliminated from final consideration.

14. FORMAT OF SUBMISSIONS

In the interest of an equitable and expedient review process, every Proposer shall use the form and order of submissions as follows. For convenience, a “RFP/Q Submission Checklist” has been provided in Part IV of this document to assist with submission preparation.

- A. Submissions shall be submitted on 8 1/2” x 11” white paper and typed with font not less than 11-point.
- B. Proposers shall submit one (1) “original” and two (2) “copies” of their proposal submissions.
- C. Submissions shall be placed in 3-ring binders (or similar bound format) that secures contents and allows pages to open fully and lie flat.

- D. Proposers who desire to submit multiple products, solutions, or methods for consideration are encouraged to do so. However, distinctly separate, complete proposals are required for each.
- E. Each submission copy must be submitted in separate binders with tabs separating the required contents (see [Section 15](#)), in the order listed below:
 - Cover Letter
 - Operations Plan with proposed menu options
 - Statement of Qualifications and Experience
 - Business References
 - Proposed Lease Terms
 - Additional Required Submittal
 - Proposal Submittal/Signature Form
 - Proposal Summary
 - Non-Collusion Affidavit
 - Proof of Required Licenses, Permits and Insurance

15. REQUIRED SUBMISSION CONTENTS

Proposals should be clear, concise, and provide complete information about the Proposer's ability to successfully fulfill its role as a mobile food vendor at the Aberdeen Transit Center. Proposers must include all of the following with their RFP/Q submissions:

- A. Cover Letter
Submit a cover letter introducing the Proposer and establishing interest in serving as a mobile food vendor at the Aberdeen Transit Center. The letter must be signed by an individual who is authorized to commit the resources of the proposed company to this project.
- B. Written Operations Plan/proposal
Include how this business will benefit the community and Grays Harbor Transit. Also, include proposed days and hours of service and proposed foods and/or beverages to be sold.
- C. Statement of Qualifications and Experience
Provide responses to all of following:
Provide a brief history of the proposing company and its principals.
Describe how you meet the minimum requirements as addressed in section 3 "Proposer Minimum Qualifications".
Describe the depth of your business experience and relate that experience to your understanding of the skills necessary to provide this service.
Identify your experience with and understanding of public transportation.
Describe what distinguishes you from others in your industry.
Provide information that demonstrates sound financial resources necessary to fulfill the requirements of this project (balance sheet, list of holdings, etc.)
- D. Business References

Provide a list of three (3) references who currently interact with your business. Include the following information:

Name of Reference
Primary reference contact information
Time period of client relationship
Description type of business relationship

E. Proposed Lease Terms

Length of contract desired (years)
Monthly Lease Rate
Does your proposal include additional incentives or inducements to Grays Harbor Transit? If yes, please describe the proposed incentives or inducements.

F. Additional Required Submittals

Proposal Submittal/Signature Form
Proposal Summary
Non-Collusion Affidavit
Provide current copy of
 City of Aberdeen Business License
 Department of Health Permits
 Proof of Insurance

16. RFP/Q SUBMISSION

Submissions must be received by Transit at 705 30th Street, Hoquiam, WA 98550 in a sealed envelope or container by the date and time identified in Section 5, [Procurement Schedule](#). The telephone number to be used for shipping purposes is (360) 532-2770. Submissions delivered after this date and time cannot be accepted and will be returned unopened. The Proposer accepts all risks of late delivery regardless of fault. No oral, electronic (e-mail/fax), or telephone proposals or modifications will be considered.

Proposers must write in large, legible notation on the sealed envelope or container: **"SEALED SUBMISSION FOR PROJECT 2016-0001"**. This notation serves as notification that this submission is for a sealed RFP/Q.

This document may be separated and appropriate documents removed for preparation and submission.

17. LATE SUBMISSIONS

Any submissions received after the exact time specified for receipt shall not be considered. The exact time (also referred to as official time) is designated as the date and time received by the Transit Administrative Office Receptionist.

18. MODIFICATION OR WITHDRAWAL OF SUBMISSION, OR ERROR

A modification of a submission already received shall be considered only if the modification is received prior to the due date and time announced for the submittal. All

modifications shall be made in writing, executed and submitted in the same form and manner as the original submittal.

Notwithstanding the above, a late modification of an otherwise successful submittal that makes its terms more favorable to Transit shall be considered at any time it is received and may be accepted.

Any modification of the submission, except a modification resulting from Transit's request for "best and final" offer, is subject to the same conditions.

Submissions may be withdrawn by written or fax request received from Proposers prior to the time set for the receipt of submissions. Submissions may be withdrawn in person by the Proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the submission before award.

No Proposer may withdraw a submission after the due date and time established, or before the award and execution of the contract, unless the award is delayed for a period exceeding 90 days from the deadline for receipt of submissions. Transit reserves the right to request that Proposers grant an extension of such effective period.

No consideration shall be given by Transit to a claim of error in a submission unless written notice of such claim and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within 48 hours after the opening of submissions. Any review by Transit of a submission and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any submission errors rests with the Proposer/Contractor.

19. NO PARTICIPATION

If, after reviewing this document, a potential Proposer chooses not to submit a proposal, a representative of the firm is encouraged to complete and return the [No Proposal Response Form](#) provided in Part IV of this document.

20. OVERVIEW OF THE SOLICITATION PROCESS

This document is a Request for Proposal and Qualifications (RFP/Q). It differs from a Request for Bid/Quotation in that the Transit is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award. Competitive sealed submissions will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology may be overriding factors and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a Proposer's approach meets the desired requirements and needs of the Transit.

The basic steps of the competitive solicitation process are generally described as follows:

- A. Transit prepares an RFP/Q, which includes the Terms and Conditions, Sample Agreement, Scope of Work and Specifications defining the requirements of Transit and identifies all significant evaluation factors, listed in descending order of importance.
- B. An evaluation committee is established by Transit and shall consist of representatives with sufficient technical expertise and other Transit resources as required to adequately address and evaluate proposals received.
- C. The RFP/Q is publicly advertised and issued to all requesters.
- D. Proposers submit responses to the RFP/Q including all requested information. This includes, but is not limited to, the technical and contractual proposal, proposed price and cost data, and all required submittals.
- E. Proposers are free to offer Transit their own unique products, terms and pricing, with the exception of terms and conditions which are required by law and regulations. The Technical Specifications provide guidance for Proposers as to the products desired. This does not, however, obligate Transit to accept the products, terms, or pricing proposed. Such matters as substitutions (approved equals), variations in contract terms, and pricing are to be addressed during the evaluation, discussion and negotiation process.
- F. Proposers should identify any proposed substitutions or additional features with an explanation of the benefits they offer Transit. It is expected that the cost impact of these benefits shall also be reflected in the cost proposal.
- G. There is no public opening of submissions. Transit will open the submissions at an appropriate time after the time specified in the RFP/Q and will distribute them to the evaluation committee for review.
- H. Transit will not disclose information concerning the number of submissions received or the identities of the proposing firms prior to the award of a contract.

21. OVERVIEW OF THE EVALUATION PROCESS

- A. All submissions are subject to Transit's final approval as to whether they meet the scope, specifications and requirements of this RFP/Q and are deemed as an acceptable product.
- B. Based upon the evaluation criteria, the evaluation committee will determine which submissions are within a competitive range. Transit reserves the right to award on the basis of the original submission. Transit further reserves the right to request additional clarifications of information submitted by Proposers
- C. There may be further evaluation by interview to gain additional understanding of how the submissions meet the criteria. Transit will notify finalists of the time and date for interviews, demonstrations, or site visits.
- D. Transit reserves the right to request a "best and final" offer, accept other than the lowest cost proposal, award a contract based on original submission without further negotiation, reject any and all submissions, or negotiate separately with

any source whatsoever in any manner necessary to serve the best interests of Transit.

- E. During the evaluation process, Transit shall not disclose information contained in competing submissions. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law. Grays Harbor Transit is not liable for the disclosure of any material if it deems disclosure is required by state or federal law.

22. EVALUATION CRITERIA

Award shall be made to the Proposer whose final offer is most advantageous to Transit, cost and other factors considered, after evaluation in accordance with the criteria set forth below:

- Revenue to Grays Harbor Transit
- Qualifications, experience of firm and key staff identified to work on the account
- Business Plan
- References
- Food or Beverage to be sold
- Benefit to Transit and the Community

23. SINGLE SUBMISSION, IF RECEIVED

If only a single submission is received, Transit may require that the Proposer provide a cost analysis or a price comparison between the proposed price and that of similar equipment, materials, supplies, and/or services to assure that the proposed price is fair and reasonable. If requested, the Proposer shall provide the cost analysis or price comparison within 7 calendar days of the date requested. Transit reserves the right to reject or accept the submission on the basis of the cost analysis or price comparison.

24. CONTRACT TERMS AND NEGOTIATIONS

- A. The objective of the negotiations is to reach agreement on all provisions of the proposed Contract. To assist, a draft of the proposed Contract is attached.
- B. Award shall be contingent on substantial acceptance of the terms and conditions of the proposed Contract and compliance with all required assurances.

25. OVERVIEW OF THE AWARD PROCESS

- A. The successful Proposer, if any, will be the Proposer which, in the sole opinion of Transit, best meets the requirements set forth in the RFP/Q and is in the best interest of Transit.
- B. Based upon the results of negotiations, Transit will make a recommendation to the Grays Harbor Transit Authority. If they concur, a contract will be awarded.

26. PROTEST PROCEDURES

Right to Protest: Any actual or prospective Proposer, including sub-contractors and suppliers showing a substantial economic interest in this project, who is aggrieved in

connection with the solicitation or award of this project, shall file a protest with the Grays Harbor Transit General Manager. A protest with respect to a Request for Proposal and Qualifications shall be submitted in writing prior to the established submission due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to submission date. The protest shall be submitted within seven calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Grays Harbor Transit Authority Board of Directors. Protests filed more than seven (7) calendar days following the receipt of the General Manager's written determination will not be accepted.

Stay of Procurements During Protests: In the event of a timely protest under the above Section, the General Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Grays Harbor Transit Authority makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of Transit.

The written protest shall be addressed to Grays Harbor Transit, 307 30th Street, Hoquiam, WA 98550, Attention: General Manager, Proposal Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit.

The Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than 5 days after Transit renders a final decision or 5 days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1C (as periodically updated).

PART II - SAMPLE CONTRACT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2016 by and between Grays Harbor Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and _____, hereinafter referred to as "Contractor."

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the Exhibits attached hereto and incorporated herein. In the case of any conflicts between documents, the Request for Proposal and Qualifications controls.

Exhibit X: Solicitation Document (RFP/Q)	Released: April 18, 2016
Exhibit X: Addenda	Issued [DATE]
Exhibit X: Contractor's Response to RFP/Q	Dated [DATE]
Exhibit X: Contractor's Best and Final Offer	Dated [DATE]

2. DURATION OF AGREEMENT

The term of this Agreement and the performance called for herein shall begin on or about June 6, 2016 and shall terminate/be completed on, _____ unless otherwise terminated according to the provisions herein.

3. RECEIPT OF REVENUE

Contractor shall remit to Transit, within fifteen (15) days after the end of each month, the amount of revenue due to Transit as established below:

Monthly Lease Rate Guarantee: \$ _____
Additional Inducements _____

4. PROJECT PERSONNEL

Contractor represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract. Contractor agrees that the key personnel identified in the proposal shall be committed by Contractor to this project for its duration. All services required under this Contract shall be performed by the Contractor, its employees, agents, representatives, or authorized subcontractors.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent contractor relationship between Contractor and Transit will be created by this Agreement. 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 Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, Contractor is an independent contractor 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 Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory performance by the Contractor.

6. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, protect, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, which Transit may incur by reason of any act, omission or default on the part of Contractor; its employees, officers or agents, whether negligent or not; provided, however, that if such liability is caused by or results from the concurrent negligence of Transit, its officers, employees and/or agents, and Contractor or Contractor's employees and agents, this provision shall be valid and enforceable only to the extent of Contractor's negligence; and provided further, that nothing herein shall require Contractor to hold harmless or defend Transit, its officers, employees and agents, from any claims arising from the sole negligence of Transit, its officers, employees and/or agents. Contractor specifically waives any immunity it may have under Title 51 RCW for purposes of this Section 6. Contractor and Transit have mutually negotiated this waiver.

7. INSURANCE

- A. Evidences and cancellation of insurance - Prior to execution of the Contract, the Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least 30 days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.
- B. Insurance requirements - The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Required Coverage **Limits to meet or exceed industry standard-**

- 1 Commercial General Liability - to include:
 - Premises and Operations
 - Explosion, Collapse, and Underground Hazards (where applicable)
 - Products/Completed Operations
 - Contractual Liability
 - Broad Form Property Damage
 - Independent Contractors
 - Personal/ Advertising Injury
 - Stop Gap Liability
- 2 Automobile Liability, including all
 - Owned vehicles
 - Non-owned vehicles
 - Hired vehicles

- 3 Worker's Compensation
Statutory benefits
 - 4 Umbrella Liability
Excess of Commercial General Liability and Automobile Liability.
Coverage should be as broad as primary.
- C. Additional Requirements-
- 1 Contractor shall name Transit, and its officers, officials, agents, and employees as Additional Insureds. Contractor shall provide Transit Certificates of Insurance and copies of policies, if requested, prior to commencement of work.
 - 2 All policies of insurance described above shall be on a primary basis and not contributory with any other insurance coverage and/or self-insurance carried by Transit.

8. COMPLIANCE WITH LAWS

Contractor, 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 equipment, and licensing of individuals, and any other standards or criteria described in this Agreement to assure quality of services.

9. FEDERAL CHANGES

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. ENVIRONMENTAL PROTECTION

The Contractor shall comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et Seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- Regional. Any applicable Air Pollution Control District regulations.

- Grays Harbor County. Any applicable County ordinances and regulations.
- Local. Any applicable City of Hoquiam ordinances and regulations.

11. SAFETY AND HEALTH STANDARDS

It will be a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that Contractor and any subcontractor shall not require any persons employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

12. PATENTS, TRADEMARKS AND COPYRIGHTS

If notified promptly in writing of any action brought against Transit based on a claim that the Products sold under this Agreement infringes a United States patent or trademark, Contractor will defend, or cause the manufacturer to defend, such action at its expense and will indemnify Transit against all costs and expenses incurred and damages awarded in any such action, provided that Contractor shall have sole control of the defense of any such action all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Transit's use of any Products sold or licensed hereunder by reason of infringement of a United States patent or trademark, Contractor, at its option and at its expense, either will procure for Transit the right to continue using the equipment, to modify the same so that it becomes non-infringing without loss of any functions, or grant Transit a credit for such equipment as reasonably depreciated and accept its return.

13. NONDISCRIMINATION

- A. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Agreement Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment

or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.

- C. Nondiscrimination in Services. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment and/or subcontracting has been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

14. PROHIBITED INTEREST

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

15. GRATUITIES AND KICKBACKS

- A. Gratuities - It shall be a breach of ethical standards for any person to offer, give or agree to give any Grays Harbor Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore.
- B. Kickbacks - It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

16. ASSIGNMENT

Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of Transit, and it is further agreed that said consent must be sought in writing by Contractor not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject without cause any such assignment.

17. CHANGES

Either party may request changes in the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this Agreement.

18. MAINTENANCE AND INSPECTION OF RECORDS

- A. Contractor shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Agreement.
- B. Contractor shall retain all books, records, documents and other material relevant to this Agreement for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

19. DISPUTES

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the courts of competent jurisdiction in Grays Harbor County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Contractor.

20. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Agreement, in whole or in part, for Transit's convenience or because of the failure of Contractor to fulfill the contract obligations. Transit shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted

Contractor a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the contract price such that all amounts due to Contractor for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.

If the termination is for failure of Contractor to fulfill the contract obligations, the Contractor shall only be paid for work delivered and accepted unless such work does not fulfill the contract obligations. Transit may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by Transit.

If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.

- B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Contractor a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Agreement without any further obligation to Contractor, except that Contractor shall be paid for work delivered and accepted unless such work does not fulfill the contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

21. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

22. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the 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.

23. JURISDICTION

- 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 Grays Harbor County, Washington.

24. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

25. CONFIDENTIALITY

Transit hereby agrees to receive and maintain all of the Software under strict confidentiality and to take all reasonable steps necessary to safeguard the confidentiality of the Software and all portions thereof so as to reasonably ensure that no unauthorized person or entity shall have access thereto.

26. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties

recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

TRANSIT:

GRAYS HARBOR TRANSIT
703 30th Street
Hoquiam, WA 98550-4237

Sample Only - Not Executable

By: Ken Mehin
GHT: General Manager

CONTRACTOR:

SAMPLE CONTRACTOR
Contractor's Address
City, State, Zip Code

Sample Only - Not Executable

By: Authorized Representative
Title

PART III – REQUIRED SUBMITTALS

1. RFP/Q PROPOSER CHECKLIST

This checklist is provided for Proposer's convenience only and identifies the documents to be submitted with each Request for Proposal and Qualifications (RFP/Q) submission.

Proposer submissions for RFP/Q 2016-0001 must contain the following:

- One (1) “original” submission and two (2) “copies”; provided in binders or other bound format.
- Submissions are organized with tabs separating the following items in the order listed below.
 - Item A - Cover Letter
 - Item B - Business Plan
 - Item C - Statement of Qualifications and Experience
 - Item D -Business References
 - Item E - Proposed Lease Terms
 - Item F - Additional Required Submittals
 - Proposal Submittal/Signature Form
 - Proposal Summary
 - Non-Collusion Affidavit
 - Proof of Required Licenses, Permits and Insurance
- Submissions are packaged for delivery to Grays Harbor Transit in a sealed envelope or container. The envelope or other sealed container possesses a large, legible notation that reads “**SEALED SUBMISSION FOR PROJECT 2016-0001**” on the outside.
- Submissions are shipped or delivered in a manner that will ensure receipt by Grays Harbor Transit by the time and date identified in Section 5, [Procurement Schedule](#). Proposers accept all risks of late delivery regardless of fault.



For Project Number: **2016-0001**

Project Title: Mobile Food Vending Services

2 RFP/Q SUBMITTAL SUMMARY 2016-0001

Part III Proposal Summary					
A. Proposer/Lessor Information					
Name of Proposer/Company:					
Proposer's or Company Owner's Name:					
Company Street Address:					
Company City:		State:		Zip Code:	
Company Phone Number:					
Company E-mail Address:					
Company Unified Business Identifier (UBI):					
City/County Business License Number:					
WA State Excise Tax Registration Number:					
WA Industrial Insurance Account Identification Number:					
Disadvantaged Business Enterprise (DBE) or MBE Number:					
Federal Tax Identification Number:					
Proof of Insurance:					
Dept. of Health Permit Number:					
Primary Contact Name:					
Primary Contact Phone:					
Primary Contact E-mail:					



For Project Number: **2016-0001**

Project Title: Mobile Food Vending Services

3. RFP/Q SUBMITTAL FORM/SIGNATURE

**PROJECT 2016-0001
MOBILE FOOD VENDORS AT ABERDEEN STATION**

Having carefully examined all requirements and terms and conditions identified in this Request for Proposal and Qualifications document, including the addenda listed below, the I/we agree to perform all work necessary to provide Grays Harbor Transit with the specified vending services.

Addenda number _____, dated _____	Addenda number _____, dated _____
-----------------------------------	-----------------------------------

I/we propose to provide Transit with the following Monthly Space Lease _____

I/we propose to provide Transit with the following Monthly Inducements _____

Authorized Signature: _____

NAME OF SIGNATORY ABOVE (PRINTED)	SIGNATORY TITLE
SIGNATORY PHONE NUMBER ()	SIGNATORY EMAIL ADDRESS
COMPANY NAME	ADDRESS
BUSINESS PHONE NUMBER ()	TAX IDENTIFICATION NUMBER (TIN)
BUSINESS FAX NUMBER ()	URL (WEBSITE ADDRESS)

PART IV - NO PROPOSAL RESPONSE FORM

If electing not to submit a proposal for this project, please mail this completed form to Diane Lutts, Procurement Coordinator, Grays Harbor Transit, 705 30th Street, Hoquiam, WA 98550



For Project Number: **2016-0001**

Project Title: Mobile Food Vending Services

If electing not to submit a proposal for this project, please mail this completed form to:
Diane Lutts, Procurement Coordinator, Grays Harbor Transit, 705 30th Street, Hoquiam, WA 98550

COMPANY NAME	ADDRESS
BUSINESS PHONE NUMBER ()	EMAIL ADDRESS OR WEB URL

I/We respectfully decline this opportunity because:

- I/We cannot comply with specifications listed
- I/We cannot meet delivery requirement
- I/We do not regularly manufacture or sell this type of commodity
- Other (please specify) _____

Please provide further explanation as needed for the reason(s) selected above:

- I/We desire to be retained on the mailing list for future procurements of this commodity and nature
- I/We do not desire to be retained on the mailing list for future procurements of this commodity and nature

AUTHORIZED SIGNATURE	PRINTED NAME AND TITLE
	DATE