



**Compensation Study Services
RFP #01-23**

ACTIVITY	ESTIMATED DATES
Request for Proposal Published	February 1, 2023
Questions Due by 4:00 PM PST	February 15, 2023
Answers provided	February 22, 2023
Proposals Due by 4:00 PM PST	March 2, 2023
Firm Interviews (if necessary)	March 7, 2023
Highest Rated Firm Selected	March 13, 2023
Notice of Intent to Award	March 13, 2023
Contract Documents Signed	March 27, 2023
Final Report Completed by	May 24, 2023

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

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

SECTION I. INTRODUCTION

The Island County Public Transportation Benefit Area (PTBA) dba Island Transit is a municipal corporation of the state of Washington, and is the public transit agency providing fixed route, paratransit, on-demand, and vanpool services on Camano and Whidbey islands, including connections to Skagit and Snohomish County. The agency has been a fare free system from its inception; sales tax, often volatile, is the primary source of the agency's funding. A Board of Directors govern Island Transit and is comprised of two Island County Commissioners, three appointed City and Town Council members and a labor representative. The agency has a staff of 115 employees including bus Operators and office staff, and an annual operating budget expense of \$20 M.

This Request for Proposals (RFP) is the means for qualified firms or individuals to submit proposals for providing a comprehensive review of Island Transit's current compensation, classification, benefit and pay structure for all non-represented positions, including recommendations for necessary revisions. The total compensation and classification study will be an in-depth comparison of salaries and benefits. Positions will be compared to positions in other transits, similar in private and public industries, and local and regional markets. The benefit comparison minimally includes comparisons of retirement plans, health and welfare benefits, and paid time off.

Island Transit intends to enter a firm-fixed price contract with the successful Proposer based on the Scope of Work. Any additional work must be authorized by Island Transit. Island Transit, at its sole discretion, reserves the right to contract with more than one Proposer to meet its requirements.

Proposals must be made and submitted in accordance to Section III and any additional instructions that may be found elsewhere in the RFP documents (i.e. Proposal Pricing Sheet). Failure to comply with these instructions may result in disqualification of the Proposal. Late proposals will be rejected and returned to the Proposer unopened. All proposals shall remain in effect for 90 days from the Proposal Due Date and shall contain a statement by the Proposer to that effect. All submittals become the property of Island Transit and are subject to public disclosure.

SECTION II. SCOPE OF WORK

Project Background

Currently, Island Transit employs 118 people of whom approximately 67 are drivers and dispatchers represented by a labor union and are not directly subject to this RFP. Non-represented employees work under the following functional areas:

- Department Managers (4)
- Administration – includes administrative/executive support (2), HR (1), Rideshare Program Coordinator (2), Information Technology (2), Payroll (2), Procurement (1), Accounting (1)
- Fleet Maintenance – includes administrative coordinator (1), Supervisory (1), Parts & Mechanics (8)
- Facilities Maintenance – includes Supervisory (1), Bus Wash/Fuel and technicians (12)
- Operations – includes administrative support (1), Specialized Services (1), Supervisory & Training (10)

Purpose and Goal

- 1) Island Transit seeks to establish a new Employee Compensation Plan based on external benchmarks through a comprehensive analysis on the existing compensation, classification, benefit and pay structure for Island Transit's employees. Since the last salary study conducted in September 2016, Agency job descriptions for non-represented employees have been revised as positions have changed and new positions have been created. It may be that some descriptions are no longer reflective of the actual duties of the position and there are some positions which need to be evaluated for FLSA exempt status. There are also new positions that need to be included into the final plan.

- 2) The classification and total compensation study will be an in-depth comparison of salaries and all benefits of the approximately 33 classifications, and any other classifications recommended by the Consultant and approved by Island Transit. Benchmarked positions surveyed will be compared to positions in similar private employers and public agencies (i.e. cities, counties, school districts, etc.), as well other transit systems in Washington State, with consideration given to population and local and regional job markets. This review will examine the functions of, and relationships among, position classifications.
- 3) The goal is to produce a fair and equitable compensation system for all employees that will enhance their performance and work quality in a changing work environment. In order to achieve this goal, Island Transit desires to establish a performance-based compensation program recognizing the following criteria to guide the program's plan. The Plan must be:
 - Equitable.
 - Competitive within the target job market for each position.
 - Responsive to performance, both weak and strong.
 - Responsive to the financial conditions of the Agency.
 - Responsive to the financial condition of the area; and
 - Responsive to the value the Agency places on each job and each function within that job while being flexible enough to respond to changing priorities.

Consultant Responsibilities

- 1) Consultant is responsible for developing, coordinating, and conducting the study. This Project will have multiple audiences and stakeholders such as Island Transit officials, employees, and the public therefore Island Transit requires high-quality, clear, concise, and useful information that can be practically applied. Recommendations should be well grounded and able to be implemented in the near future.
- 2) Consultant shall designate a Project Manager who shall be the responsible individual and the point of contact between Island Transit's Project Manager and the Consultant. Consultant will not change, reassign, or substitute the presented Project Manager unless presented and approved by Island Transit.
- 3) Consultant shall work in collaboration with Island Transit department managers to prepare and administer a market-based total compensation survey for all selected classifications, including but not limited to, assistance in identifying and selecting target organizations (benchmarks), and the methodology for determining and applying market data comparisons.
- 4) Consultant shall justify recommendations with appropriate documentation. Any form to be used to document job analysis data is subject to Island Transit's prior approval and shall become Island Transit's property, to be returned to Island Transit at the completion of the study.
- 5) Compensation survey reports shall be produced in a format approved by Island Transit. Consultant shall present draft and final written reports to Island Transit by the submittal deadlines stated elsewhere in this RFP. Consultant shall present the final report to the Board of Directors.

Island Transit Responsibilities

- 1) Island Transit will provide Consultant accurate copies of all job classifications and descriptions, wage schedules, and any other available in-house information the Consultant may require to complete the study.
- 2) Island Transit staff will promptly review the submissions required from the Consultant and advise the Consultant as to any adjustments necessary.
- 3) The Human Resources Manager shall be the Consultant's primary point of contact for all formal and informal communication and is responsible for providing direction to the Consultant.

Summary of Work

Consultant shall perform or provide the following:

- 1) After contract execution, schedule a meeting with Island Transit's Human Resources Manager to communicate the process of the compensation study and instructions for completing data collection and other survey-related forms.
- 2) Examine and evaluate current compensation philosophy, policies, and practices.
- 3) Establish reliable and appropriate benchmarking standards to conduct an external market survey (community as well as industry) to determine appropriate comparability.
- 4) Conduct analysis of current total compensation costs and determine appropriate comparability.
- 5) Interview department managers as needed about their subordinate position descriptions.
- 6) Conduct an analysis of internal alignment and equity of positions, including comparison to represented positions as related. Identify internal equity and potential pay compression issues; provide alternative solutions to implement equity or pay correction for existing employees who have fallen below the market; provide compensation recommendations for 'Lead' positions and positions with special certifications/designations required by some individuals in that position.
- 7) In accordance with standard public personnel classification practices, recommend changes (i.e. combinations, additions, deletions, etc.) to the current compensation structure, including FLSA exempt status for select positions which may have changed over the years, and a transitional strategy and best practices for implementing the new salary schedule, performance based merit pay increases and future market adjustments.
- 8) Recommend areas that will ensure Island Transit's competitiveness in the market and its ability to attract and retain qualified and exceptional candidates.
- 9) Design a proposed new salary schedule based on market comparisons, recruiting and retention data, and internal organizational considerations. The new salary schedule will include Position Categories by Level, and Step Increase progressions for each position showing wages broken out as monthly, annual and hourly at each Step of the schedule.
- 10) Recommend the number of Steps in the salary schedule and the difference between Steps based on market comparisons, recruiting and retention data, and internal organizational considerations.
Recommend
- 11) Update current job descriptions, as needed. Position or classification specifications are to be written in an approved format, using consistent terminology and shall include, but not be limited to the categories of: Reports to, Summary, Essential Functions of the Position, Other Duties, Knowledge, Skills & Abilities, Special Requirements (if appropriate), and Working Conditions and Physical Demands, etc. A flexible pattern of qualifications which recognizes a combination of related training, education, and experience, shall be indicated where appropriate. Qualifications must be in accordance with all relevant federal and State legislation.
- 12) Prepare supporting or decision-making documents that may be required by Island Transit to adopt or implement compensation or classification adjustment recommendations and to maintain the implemented recommendations as appropriate.
- 13) Prepare and present a preliminary (draft) study report recommending an appropriate total compensation system.
- 14) Conduct review meetings with the Executive Director and Human Resources Manager regarding preliminary and final results.

15) Prepare and present a final report recommending an appropriate total compensation system.

Time of Performance

- 1) Work may proceed upon contract execution. The selected firm will provide a timeframe to complete the project. In order to be included in the agenda for the Board of Directors meeting to be held at 9:30 am on June 2, 2023, the evaluation of proposals will take into consideration firms that can complete the final report earlier than May 24, 2023.

Specific Requirements

1) Review Current Compensation Policies and Practices

Examine and evaluate the strengths and weaknesses of Island Transit's current compensation philosophy, policies and practices, including pay classification, merit, promotions, and internal equity. Make recommendations for changes that support the future needs of the Agency and its strategic priorities, including:

- Market percentile for minimum, midpoint, and maximum ranges.
- Ability for employees to move and advance within the current classification structure and pay ranges.
- Methods and options related to market study implementation other than across the board implementation.
- Recommendations regarding equity adjustments for existing employees who have fallen behind market; and
- Current policies relating to merit increases and flexibility to move outside the pay structure.

2) Determine Appropriate Composition of the Market(s): Identify the appropriate market or markets Island Transit should use in market studies as well as recommend the appropriate study components and methodology, including:

- Selection criteria for comparable agencies.
- Selection and number of benchmarked positions.
- Evaluation of appropriate "matches" of similar benchmarked positions.
- Recommendations for whether/how to utilize private sector comparisons in market studies.
- Recommendations regarding the use of multiple markets as determined by particular positions.

Island Transit's Project Manager will provide the Consultant with what are believed to be the appropriate markets for these jobs. Consultant is expected to review these recommendations and make revisions as necessary. The Project Manager will expect to review and approve the consultant's survey lists prior to the Consultant completing the collection of market data.

3) Collecting Market Data: After identifying the most appropriate market source data, Consultant will create a document comparing Island Transit's benchmark salaries to market reference points. All survey sources should be weighted based on the number of rates reported in each of the surveys.

4) Analysis and Recommendations: Review and make recommendations for current job functions, classifications, and compensation structure, including:

- Evaluation of existing job functions, and employees in those functions, as they relate to the overall needs of the organization.
- Numbers/types of classifications, number of step levels.
- Opportunities for streamlining classifications/pay structure.
- Step/pay progression within classifications.

- Address internal equity and alignment within the Agency, considering the issue of compression within classifications and parity between salaried and hourly unit pay grades for work requiring comparable education, skills, and knowledge.
- Evaluate positions for determining salary or hourly paid.
- Basis for determining and changing salary ranges.
- Market study implementation options; how to maintain integrity of compensation structure while not increasing all salaries across a classification.
- Provide for a system of career progression that will allow for promotion in certain classifications when advanced knowledge, skills and abilities are achieved.
- Train internal staff on managing and administering a new compensation structure.

5) Final Project Deliverables:

- 15 hard copies of a detailed Market Data Report containing updated job descriptions, staffing alignment, and salary ranges, including the:
 1. Scope and process of the classification study.
 2. Classification factors used, and the recommendations and conclusions, including the classifications to which each position is allocated and the salary grade allocation of each classification.
 3. Scope and process of the compensation system review, and the recommendations and conclusions regarding the system.
- Presentation to be delivered to Island Transit’s Board of Directors with analysis and recommendations. This deliverable will require the Consultant to attend the June 2023 Board of Directors meeting following Project completion to present the information to the Island Transit Board and answer questions.

SECTION III. PROPOSAL CONTENTS

To facilitate evaluation of the proposal, firms are **required** to adhere to the following format to include the information included in each sub-section listed below:

A. BUSINESS INFORMATION

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

1. Transmittal Letter:

The Firm must submit **one** original Transmittal Letter signed by an official authorized to solicit business and enter into contracts for the proposing Firm. The Transmittal Letter must contain the following information and statements:

- a. Business Name, as registered
- b. Mailing Address/Physical Address
- c. Years in Business
- d. Organization Chart of Submitting Firm
- e. Authorized Official’s Name, Title, and Contact Information
- f. Proposer’s federal tax identification number
- g. Proposer’s WA State Unified Business Identification (UBI) Number
- h. DBE, M/WBE or SBE Certification Number(s)

- i. "Proposal may be released as public information in accordance with requirements of the laws covering same." (Any proprietary information must be clearly marked).
- j. "Proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with Island Transit."

B. PROFESSIONAL REFERENCES

1. References:

Provide at least **five (5) client references** for projects either in progress or completed within the last three years relative to the RFP requirements. Projects that have been awarded but not yet in service are not eligible experience. Island Transit reserves the right to visit and contact any or all the references listed. Include the following information:

- a. Company Name
- b. Contact Name, address, e-mail, phone number
- c. Dollar value of contract
- d. Summary of work

C. SERVICE PROPOSAL

This section is intended to have Proposers attach written narratives to each sub-section listed below that clearly demonstrates their understanding of all the requirements and their capacity and ability to fulfill those requirements.

1. Company Background

- a. Provide a brief history to include: Month/year of establishment, organizational structure, number and type of personnel, location of office(s), normal business hours and holidays not normally worked, and company philosophy of doing business and relationship to clients.
- b. If applicable, provide a brief history for each proposed sub-contracted firm and the firm's organization, number and type of personnel and location of the firm's office.
- c. Provide the status of any current or pending litigation against your or your company that might affect your ability to deliver the services that you offer. If there are no litigations to report, please state that fact.

2. Project Staff and Organization

Identify the Project Manager and key personnel who will be conducting the required Scope of Work, including the task to which each is to be assigned. If the primary contact person authorized to contractually bind the organization to a legal agreement is someone other than the person completing this Proposal, please provide the person's name, title, e-mail address and phone number; otherwise, mark this part as "Self".

3. Approach and Methodology

- a. Describe how the firm will provide the required project results, highlighting your ability to perform the necessary duties, and with an emphasis to minimize financial impact to Island Transit. Include sufficient detail to convey the firm's knowledge and understanding of the subjects and skills necessary for the work described.
- b. Provide a statement as to the priority that would be assigned to this Project and a commitment to the timeline for completion of the work described in SECTION II. SCOPE OF WORK. Describe time and task commitment hours, and cost for each member of consultant team to be assigned to the Project. Include the expected maximum number of hours for this Project.
- c. Provide a proposed timeline with specific milestones relating to completion of study phases.

4. Experience and Qualifications

- a. **Firm:** Provide a summary of the firm’s qualifications as they relate to the duties and desired qualifications described in SECTION II. SCOPE OF WORK. Describe any previous experience on similar or related projects. Include a description of related compensation survey and analysis experience with agencies of a similar size to Island Transit, as well as demonstrated knowledge of federal and State laws as they relate to pay practices in public sector compensation and government accounts. Describe specific past experience for the key individual(s) who would perform the services described herein.
- b. **Consultant:** State the number of years the Consultant has provided compensation consulting services, including significant experience in developing classification and compensation systems. Consultant must have successfully performed compensation studies for two or more public-sector employers of comparable or larger size than Island Transit.

5. Declaration in Written Form

Provide a statement that clearly identifies any known or potential conflicts of interest in the Consultant’s representation of Island Transit and that the firm will represent Island Transit even to the exclusion of all other clients. Proposer shall disclose any and all clients that are governmental agencies located in Island County or other transit agencies in Washington State.

D. PRICE PROPOSAL

1. Project Costs

Provide a breakdown of costs for each summarized study task listed in **Exhibit A – PROPOSAL PRICING SHEET**, including labor, travel expense, and all other materials and supplies necessary to complete the Project. State total delivered project cost which shall include 15 hard copies of the final report.

SECTION IV. PROCUREMENT SCHEDULE

The procurement schedule for this project is below:

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Request for Proposal Published	February 1, 2023
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SECTION V. INSTRUCTIONS TO PROPOSERS

A. METHOD OF PROCUREMENT

Unlike a competitive sealed bid process, submittals received through the Request for Proposals (RFP) process are not based on price alone nor publicly opened. All aspects of the evaluations, including

documentation, correspondence and meetings, or other information submitted in response to this RFP, and any subsequent contract negotiations, shall remain strictly confidential from competitors or anyone outside of the Evaluation Committee until a contract is executed with the successful Proposer. Proposers will only be told that their proposal was ranked within the competitive range, not where they placed or the number of proposals evaluated.

B. SUBMITTAL

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

Bidders must also submit a cost proposal using the attached **Exhibit B ‘Proposal Pricing Sheet’**. The pricing sheet must be in a **separate** file titled: “[Name of Firm] Compensation Study Services RFP– Pricing Sheet.” “Firm Name” must be the name of the prime Firm.

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

Service and Cost Proposal submissions will be accepted until **4:00 p.m. March 2, 2023**.

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

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

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

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

One round of questions is anticipated for this RFP. Questions regarding any part of the RFP may be submitted in writing **via email** to Jake Murray at murray@islandtransit.org. All email correspondence shall use the title *Island Transit Compensation Study Services*. All written requests for RFP clarifications must be received by **4:00 p.m. PST February 15, 2023**. **There will be a live Q&A via zoom on February 16, 2023, at 10:00 a.m. PST. Please register, by emailing Jake Murray, for the live Q&A by February 10, 2023, 7:00 a.m. PST.**

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

SECTION VI. EVALUATION PROCEDURES

A. REVIEW COMMITTEE & SELECTION COMMITTEE

1. The evaluation process is not designed to simply award the contract to the lowest cost proposer. Rather, it is intended to help Island Transit select the proposer with the best combination of attributes, including price, based on the evaluation factors.
2. Agency staff will review all timely submittals to determine if they are responsive in comparison to the stated requirements and will establish a list of firms to be further

considered. A review panel of three or more persons may include non-agency employees who offer subject matter expertise.

3. Island Transit reserves the right to request additional information that, in Island Transit's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.
4. Finalists may be invited to make an oral presentation to the Evaluation Committee.
5. The Evaluation Committee shall use the additional information gathered in oral interviews to update their score and attempt to negotiate a mutually satisfactory agreement with the highest-ranking Firm. If an agreement cannot be reached with the highest-ranking Firm, Island Transit will attempt to negotiate an agreement with the second highest-ranking Firm, and so forth.
6. Approval of the Proposer recommended by Island Transit staff will be submitted to the Executive Director for award of the contract.

B. EVALUATION CRITERIA AND SCORING

Evaluation Criteria are listed in order of importance and are relative to parts enumerated on the Proposal Form. Each criterion has a pre-assigned weight to evaluate its relative importance.

1. Ability, Experience and Qualifications – 30 points

Demonstrate knowledge, ability, and experience for firm and assigned staff in compensation and classification system development. Firm and Project Manager must have public and private sector compensation study experience, including transit.

2. Timeline for Completion – 30 points

Demonstrate a reasonable, well planned timeline for completing the Project, assuming work begins on the date of contract execution.

3. References – 20 points

Demonstrates past performance for relative services. Provide at least five (5) projects either in progress or completed within the last three years. Projects that have been awarded but not yet in service are not eligible experience. Island Transit reserves the right to contact any or all the references listed.

4. Approach and Methodology – 20 points

Demonstrate a clear, concise, comprehensive, logical, and organized approach and methodology to describe the selection of survey sources, how job matches are performed, and how data are aged and cleansed to provide data integrity, including a logical and reasonable approach in the distribution of resources.

Cost

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

The Evaluation Committee shall review the Price Proposal of the highest ranked proposer and determine if the highest ranked proposer provides the best value to Island Transit. In determining best value, consideration should be given to other Price Proposals received and the budget cost estimate for the project. Best value is the best combination of price and service performance, not necessarily the lowest price or the highest service rating, but the best combination of price and service performance. If an agreement cannot be reached with the highest-ranking Firm or if it is determined not to be the best value for Island Transit, Island Transit will attempt to negotiate an agreement with the second highest-ranking Firm, and so forth.

SECTION VII. CONTRACT AWARD AND EXECUTION

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

NOTICE OF INTENT TO AWARD

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

FINAL DETERMINATION

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

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

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

EXCEPTIONS TO TERMS AND CONDITIONS

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

UNSUCCESSFUL PROPOSERS/SELECTION DISPUTES

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

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

APPEALS

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

Island Transit
ATTN: Jake Murray, Procurement Specialist

19758 SR 20
Coupeville, WA 98239

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

RFP AMENDMENTS

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

PROPOSER'S COST TO DEVELOP PROPOSAL

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

WITHDRAWAL OF PROPOSALS

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

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

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

PROPOSAL VALIDITY PERIOD

Submission of the proposal will signify the proposer's agreement that its proposal and the content thereof are valid for ninety (90) days following the submission deadline and will become part of the contract that is negotiated between Island Transit and the successful proposer.

PUBLIC RECORDS

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

Under Washington state law, the documents submitted in response to this Request for Proposals (the "documents") become a public record upon submission to Island Transit, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific

provision of law. If Island Transit receives a request for inspection or copying of any such documents provided by a proposer in response to this RFP, it will promptly notify the proposer at the address given in response to this RFP that it has received such a request. Such notice will inform the proposer of the date Island Transit intends to disclose the documents requested and affording the proposer a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. Island Transit assumes no contractual obligation to enforce any exemption.



Appendix A

Island Transit General Terms and Conditions

- a. **REIMBURSEMENT AND PAYMENT.** Payment will be made by ISLAND TRANSIT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by ISLAND TRANSIT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in, **SECTION (g) – ACCOUNTING RECORDS** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by ISLAND TRANSIT, properly prepared invoices shall be paid by ISLAND TRANSIT within thirty (30) days of receipt of the invoice. Total payments under this AGREEMENT shall not exceed \$_____ without written authorization or amendment to this AGREEMENT by ISLAND TRANSIT.
- b. **ASSIGNMENTS AND SUBCONTRACTS.**
- i. Unless otherwise authorized in advance and in writing by ISLAND TRANSIT, the CONTRACTOR shall not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT.
 - ii. The CONTRACTOR agrees to include these terms and conditions, attached as ATTACHMENT 1 and by this reference is incorporated here, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:
- c. **NO OBLIGATION BY THE STATE OR FEDERAL GOVERNMENT.** No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for ISLAND TRANSIT, WSDOT, OR FTA with regard to this AGREEMENT without specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.
- d. **PERSONAL LIABILITY OF PUBLIC OFFICERS.** No officer or employee of ISLAND TRANSIT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of ISLAND TRANSIT.
- e. **ETHICS.**
- i. **Relationships with Employees and Officers of ISLAND TRANSIT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of ISLAND TRANSIT, nor shall CONTRACTOR rent or purchase any equipment and materials from any employee or officer of ISLAND TRANSIT.

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

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

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

g. **ACCOUNTING RECORDS.**

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

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

h. **AUDITS, INSPECTION, AND RETENTION OF RECORDS.**

i. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project(s) and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project(s) as ISLAND TRANSIT, FTA and WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

ii. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by ISLAND TRANSIT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

iii. **Inspection.** The CONTRACTOR agrees to permit ISLAND TRANSIT, WSDOT and/or the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials,

payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project(s).

- i. **LABOR PROVISIONS AND OVERTIME REQUIREMENTS.** No CONTRACTOR or subcontractor contracting for any part of the Project(s) work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

- j. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** The CONTRACTOR hereby agrees to immediately notify ISLAND TRANSIT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project(s) in accordance with the provisions of this AGREEMENT.

- k. **DISPUTES.**
 - i. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the Executive Director of ISLAND TRANSIT. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of ISLAND TRANSIT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director of ISLAND TRANSIT. The CONTRACTOR's appeal shall be decided in writing by the Executive Director of ISLAND TRANSIT within thirty (30) days of receipt of the appeal by the Executive Director of ISLAND TRANSIT or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

 - ii. **Performance during Dispute.** Unless otherwise directed by ISLAND TRANSIT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

 - iii. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

 - iv. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the ISLAND TRANSIT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise.
2. ISLAND TRANSIT determines, in its sole discretion, that the continuation of the Project(s) would not produce beneficial results commensurate with the further expenditure of funds.
3. The CONTRACTOR is prevented from proceeding with the Project(s) as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
4. The CONTRACTOR is prevented from proceeding with the Project(s) by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project(s) would not be adequately served by the continuation of financial assistance for the Project(s).
6. In the case of termination for convenience under subsections l. 1-5 above, ISLAND TRANSIT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to ISLAND TRANSIT. If the CONTRACTOR has any property in its possession belonging to ISLAND TRANSIT, the CONTRACTOR will account for the same, and dispose of it in the manner ISLAND TRANSIT directs.

v. Termination for Default. ISLAND TRANSIT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of ISLAND TRANSIT, which under the procedures of this AGREEMENT would have required the approval of ISLAND TRANSIT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates; or
3. Fails to make reasonable progress on the Project(s) or other violation of this AGREEMENT that endangers substantial performance of the Project(s); or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. Island Transit shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by ISLAND TRANSIT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, ISLAND TRANSIT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

vi. ISLAND TRANSIT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by ISLAND TRANSIT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to ISLAND TRANSIT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, ISLAND TRANSIT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude ISLAND TRANSIT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- vii. In the event that ISLAND TRANSIT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by ISLAND TRANSIT shall not limit ISLAND TRANSIT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- viii. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", ISLAND TRANSIT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.
- m. **FORBEARANCE BY ISLAND TRANSIT NOT A WAIVER.** Any forbearance by ISLAND TRANSIT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- n. **LACK OF WAIVER.** In no event shall any ISLAND TRANSIT payment of funds to the CONTRACTOR constitute or be construed as a waiver by ISLAND TRANSIT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to ISLAND TRANSIT with respect to any breach or default.
- o. **LIMITATION OF LIABILITY.**

 - i. The CONTRACTOR shall indemnify and hold harmless ISLAND TRANSIT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against ISLAND TRANSIT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against ISLAND TRANSIT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend ISLAND TRANSIT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of ISLAND TRANSIT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of the CONTRACTOR its employees, agents, officers or contractors and (b) ISLAND TRANSIT, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
 - ii. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of ISLAND TRANSIT.
 - iii. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
 - iv. In the event either the CONTRACTOR or ISLAND TRANSIT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.
- p. **AGREEMENT MODIFICATIONS.** Either PARTY may request changes to this AGREEMENT. Any changes to

the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES.

- q. ISLAND TRANSIT ADVICE** The CONTRACTOR bears complete responsibility for the administration and success of the Project(s) as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from ISLAND TRANSIT on problems that may arise, the offering of ISLAND TRANSIT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project(s), and ISLAND TRANSIT shall not be held liable for offering advice to the CONTRACTOR.
- r. VENUE AND PROCESS** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Island County. The PARTIES agree that the laws of the State of Washington shall apply.
- s. SUBROGATION**
- i.** Prior to Subrogation. ISLAND TRANSIT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which ISLAND TRANSIT has a financial interest.
 - ii. Subrogation.** ISLAND TRANSIT may require the CONTRACTOR to assign to ISLAND TRANSIT all right of recovery against any person or organization for loss, to the extent of ISLAND TRANSIT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else necessary to secure ISLAND TRANSIT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of ISLAND TRANSIT. If ISLAND TRANSIT has exercised its right of subrogation, the CONTRACTOR shall cooperate with ISLAND TRANSIT and, upon ISLAND TRANSIT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to ISLAND TRANSIT. The CONTRACTOR shall attend hearings and trials as requested by ISLAND TRANSIT, assist in securing and giving evidence as requested by ISLAND TRANSIT, and obtain the attendance of witnesses as requested by ISLAND TRANSIT.
- t. COMPLETE AGREEMENT.** This document contains all covenants, stipulations, and provisions agreed upon by ISLAND TRANSIT. No agent or representative of ISLAND TRANSIT has authority to make, and ISLAND TRANSIT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.
- u. SEVERABILITY.** If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.
- v. ORDER OF PRECEDENCE** Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:
- i.** Federal law
 - ii.** State law
 - iii.** Terms and conditions set forth in the Request for Proposals (RFP)
- w. EXECUTION.** This AGREEMENT is executed by the Executive Director of ISLAND TRANSIT or their designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of ISLAND TRANSIT, in the capacity as ISLAND TRANSIT'S Executive Director, or designee.

- x. **OWNERSHIP OF DOCUMENTS.** Any reports, studies, conclusions and summaries prepared by the Proposer shall become the property of ISLAND TRANSIT.

- y. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Proposer by ISLAND TRANSIT, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to ISLAND TRANSIT. Any oral or written disclosure to unauthorized individuals is prohibited.

- z. **BINDING AGREEMENT.** This AGREEMENT, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this AGREEMENT supersedes any prior agreements, promises, conditions, or understandings between ISLAND TRANSIT and CONTRACTOR. This AGREEMENT may be modified or amended if the amendment is made in writing and is signed by both parties. The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(s) and or entity(s) to the obligations set forth herein. IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.



Appendix B

NON-COLLUSION CERTIFICATION

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

RFP #01-23 Compensation Study Services

By:

(Please print)

(Authorized Signature)

Title

Firm

Date



Appendix C

Certificate Regarding Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

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

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801, ET SEQ. ARE APPLICABLE THERETO.

Authorized Signature _____ Date _____

Title _____

Printed Name and Title:

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



Appendix D

ACCEPTANCE OF TERMS AND CONDITIONS

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

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

Signed By: _____

Title: _____

Date: _____

For: _____

EXHIBIT A

PROPOSAL SUBMITTAL PRICING SHEET

PROPOSAL PRICING SHEET – EXHIBIT A

PRICE PROPOSAL

Provide a breakdown of costs for each summarized study task listed below, including labor, travel expense, and all other materials and supplies necessary to complete the Project. State total delivered project cost which shall include 15 hard copies of the final report.

A. PROJECT COSTS

TASK	HOURS	RATE PER HOUR	TOTAL
1. Conduct meeting with Island Transit’s Project Manager		\$	\$
2. Evaluate compensation philosophy, policies & practices		\$	\$
3. Establish benchmark standards & identify employers to be surveyed		\$	\$
4. Identify & compare positions with those of selected employers		\$	\$
5. Conduct external market survey		\$	\$
6. Review job descriptions		\$	\$
7. Interview department managers		\$	\$
8. Analyze & compare internal relationships within Island Transit		\$	\$
9. Review & analyze classification systems with those of selected employers		\$	\$
10. Review and analyze total compensation elements, including wages and benefits with comparable Island Transit positions		\$	\$
11. Develop proposed salary and classification ranges		\$	\$
12. Summarize total compensation – salary and benefit differences		\$	\$
13. Summarize study results		\$	\$
14. Meet with Island Transit HR/ED regarding study results		\$	\$
15. Update current job descriptions		\$	\$
16. Meet with Project Manager regarding study results		\$	\$
17. Prepare 15 copies of Final Report recommendations		\$	\$
18. Attend Board of Directors meeting and present Final Report		\$	\$
19. Other tasks or products:		\$	\$
		\$	\$
PROJECT SUBTOTAL			\$

B. ESTIMATED REIMBURSABLE EXPENSES

ITEM	ESTIMATED COST
	\$
	\$
	\$
Total Estimated Reimbursable Expenses	\$
PROJECT TOTAL (A + B)	\$