

60 Washington Ave.
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Bremerton, WA 98337
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REQUEST FOR PROPOSALS

LOCAL FERRY VESSEL LEASE AGREEMENT

RFP KT 19-642

Release Date: April 22, 2019

QUESTION SUBMITTAL DEADLINE:

Date: April 30, 2019

Time: 5:00 PM

Submit by letter, fax or email to Procurement Contact

SUBMISSION DEADLINE:

Date: **May 6, 2019**

Time: **NO LATER THAN 2:00 PM**

Location: Kitsap Transit's Harborside Building

60 Washington Ave Suite 200

Bremerton, WA 98337

CONTACT:

Patrick Rogers

Kitsap Transit

60 Washington Ave Suite 200

Bremerton, WA 98337 Direct Line: (360) 479-6960 Fax: (360) 377-7086

Email: patrickr@kitsaptransit.com

Website: www.kitsaptransit.org

Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the Proposal.

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

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

Connecting Communities



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Section 1: RFP Introduction

1.1 Introduction

Kitsap Transit (KT) is requesting sealed proposals for the lease of one (1) passenger only ferry vessel for its Port Orchard to Bremerton route. This vessel will be used to provide back-up and fill in service for Kitsap Transit's primary vessel.

The specifications and bid prices shall be for an initial Contract period of twelve (12) months beginning June 2019. Kitsap Transit, at its sole discretion, shall have the option to extend the lease for up to one (1) additional year.

The minimum standards of the proposed Subchapter T vessel shall be; a vessel capable of achieving a minimum of 15 knots and a capacity of 149 passengers.

This document outlines information necessary to understand the documentation required to submit proposals for this project and the Contractor selection process.

1.2 Advertising

Advertised in: Kitsap Sun, OMWBE, Kitsap Transit website: www.kitsaptransit.org

1.3 Proposed Procurement Schedule

The following is the intended schedule for vendor selection:

ACTIVITY	DATE
Release of RFP	April 22, 2019
Last Day for Questions and Clarifications	April 30, 2019
Proposals Due Date	NO LATER THAN 2:00 PM May 6, 2019
Board Award	May 21, 2019
Commencement of Lease	June 1, 2019

1.4 Contact Information

Until this contract is awarded, all communication regarding this solicitation should be directed to:

Patrick Rogers
60 Washington Ave.
Suite 200
Bremerton, WA 98337
Phone: (360) 479-6960, Fax: (360) 377-7086
E-Mail: patrickr@kitsaptransit.com

1.5 Requests for Information (RFI), Communications and Addenda

KITSAP TRANSIT RFP # KT 19-642
LOCAL FERRY VESSEL LEASE AGREEMENT

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the KT Purchasing Coordinator are advised that such material is used at the Proposer's own risk. KT will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. **This process will be the only opportunity for Proposers to ask questions. Kitsap Transit staff will not answer questions regarding this RFP verbally. All questions must be submitted via email.**

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing received by **5:00 PM on April 30, 2019** to be considered in an Addendum.

END OF SECTION 1

Section 2: Instructions to Proposers

Kitsap Transit is a public transportation benefit authority (PTBA) with administrative offices located at 60 Washington Ave., Suite 200, Bremerton, Washington 98337. Proposals are being solicited from qualified firms, hereinafter referred to as the Proposer, to provide one (1) passenger only ferry vessel for its Port Orchard to Bremerton route. This vessel will be used to provide back-up and fill in service for Kitsap Transit's primary vessel.

Copies of the Request for Proposals may be obtained by contacting Patrick Rogers at Patrickr@kitsaptransit.com or via KT's website <http://www.kitsaptransit.org/agency-information/procurement>. Proposers downloading the RFP from the website must contact Patrick Rogers at the email above to be placed on the Plan Holders list to receive addenda/clarifications automatically.

2.1 Proposal Due Date

Mailed, couriered or hand-delivered sealed proposals will be accepted at Kitsap Transit's Main Administration Office, Reception desk **NO LATER THAN 2:00 PM, on May 6, 2019** and must be addressed as **Local Ferry Vessel Lease Agreement RFP KT #19-642 to Patrick Rogers, Kitsap Transit, 60 Washington Ave., Ste. 200, Bremerton, Washington 98337-1888**. Late proposals will be rejected and returned to the Proposer unopened after that time. Faxed or emailed proposals will NOT be accepted.

Kitsap Transit may refuse to consider a Proposer who it determines to have an unsatisfactory record of performance and/or integrity in connection with the proposal/bidding or performance phase of any previous contract.

Proposals will not be publicly opened and the information contained in all proposals will be kept strictly confidential until a Contract is fully executed.

2.3 Plan Holders List:

It is recommended that Proposers notify Patrick Rogers of their intent to submit a proposal and register with Kitsap Transit's Plan Holders List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on KT's website at <http://www.kitsaptransit.org/agency-information/procurement> during the Proposal period and before submitting your Proposal.

All submitted proposals and attachments become the property of KT and shall remain in effect for at least ninety (90) days after Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any addenda and all attachments.

2.5 Payment

Kitsap Transit is a public agency. KT cannot pay for services or materials that have not been received. Therefore, we cannot provide a deposit or advance payment for materials.

At the execution of the contract KT will issue a contract for the full value of the project. Payments will be made against that total upon successful completion and acceptance of the total or a portion of the work and receipt of an invoice from the Contractor.

All payments to Contractor shall be remitted by US mail.

Invoices shall be mailed to:

Kitsap Transit,
Attn: Accounts Payable
60 Washington Ave Suite 200,
Bremerton WA 98337

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by KT of any claims, rights, or remedies it may have against the Contractor under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by KT of any failure or fault of the Contractor to satisfactorily perform the services as required under this Contract.

2.6 Disadvantaged Business Enterprise Goal

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a “level playing field” for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Kitsap Transit’s DBE goal for federal fiscal year 2019 is 2.93%, the full text of which may be found at <http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf> .

2.7 Title VI

It is the policy of Kitsap Transit to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. See <http://www.kitsaptransit.org> for the full text of the above Civil Rights statements.

2.8 General Information for Proposers

Proposers must be fully insured and registered to conduct business in the State of Washington and licensed for business in their state of residence. Policies of insurance, as outlined in the Agreement shall be obtained and kept in force for the duration of the Contract.

By submitting a Proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFP. Failure to include any of requested information and properly completed forms and documents may be cause for immediate rejection of the proposal.

Except as otherwise provided for herein, Proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or that are not in conformance with the law, may be rejected as non-responsive.

KT reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award based on the “best value” for the agency.

In consideration for KT’s review and evaluation of its proposal, the Proposer waives and releases any claims against KT arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation of proposals submitted in response to this solicitation.

If KT determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered. KT’s determination shall be final.

KT may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.

2.9 Cancellation or Extension

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

2.10 Modifications

Proposers will not be allowed to alter proposals *after* the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by KT *before* the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its proposal *after* it has been submitted pursuant to the terms of this solicitation.

2.11 Withdrawal

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide KT the services described herein, or until one or more of the proposals have been approved by KT, whichever occurs first.

2.12 Award

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

Submitted Proposals shall be conclusive evidence to KT that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof, work site, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof. KT will not be responsible for any costs incurred by Proposers in preparing, submitting, or presenting their response to this RFP.

All proposals and submissions become the property of KT and are subject to public disclosure, unless certain provisions as described in Section 6 pertain.

2.13 Validity of a Protest

Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with this Proposal process. Accordingly, the protest cannot be associated with, or challenge the

recommendations of, KT staff or its Evaluation Committee. A protest can only be put forth that KT staff did not follow their own policies or procedures that govern procurement and, accordingly, a Proposer was unfairly treated. The protest cannot challenge KT staff or the Evaluation Committee's recommendation of a potentially successful Proposer. A copy of KT's Appeals and Protest procedures is provided as Attachment D.

2.14 Non-Submittal/No Bid

If you determine not to submit a Proposal in response to this RFP, KT would appreciate your completing and returning the "No Bid Response" (See Attachment C). Please state the reason why a proposal could not be submitted at this time. Information gathered will provide insight into how we can improve our process, conditions, or specifications to reach our goal of creating a competitive, level playing field for all potential Proposers. The "No Bid Response" form may be sent via USPS, fax or email.

END OF SECTION 2

Section 3: Vessel Technical Requirements and Lease Specifics

3.1 Vessel Technical Requirements

The following chart of technical requirements represent Kitsap Transit's ideal vessel. Proposed Vessels will be scored according to how well they satisfy Kitsap Transit's requirements. Specifications denoted with an asterisk are considered pass/fail criteria, Vessels failing to meet minimums will not be considered for award. Kitsap Transit reserves the right to require Proposers to demonstrate that the proposed vessel meets **ALL** the stated specifications **BEFORE** signing the Lease Agreement. Kitsap Transit may require Proposers to perform sea trails, simulated boardings, maneuvering tests and any other testing necessary to verify the vessels capabilities.

Parameter	Criteria	Remarks
Year of Vessel Construction	What year was the Vessel Constructed	
Engine Hours	Number of hours on engines	Proposer shall note hours since last major overhaul if applicable
Fuel Consumption Rate	Number of gallons consumed per hour (GPH)	Proposer shall list consumption rate in GPH at cruising speed in sea state 1
Delivery	FOB Bremerton	Proposer shall deliver and take redelivery floating alongside Kitsap Transit's Passenger Only dock in Port Orchard, WA
*Loading Arrangement	Side Loading	Arrangement compatible with Kitsap Transit moorings
Draft		Must safely operate at Port Orchard and Bremerton docks
Freeboard	Target: 4ft 2 in to 6ft 7in allowable range (Vessels with freeboard outside of the target range will be scored based on the effect to Kitsap Transit operations)	Vessel must be able to be secured at the docks without any modification to the dock. Loading ramps must allow loading compliant with the Access Board proposed Rules for Passenger Vessels. See Loading Arrangement reference above.
*Passenger Capacity	149	Prefer vessels with wheelchair tie downs.
*Speeds	Cruising speed of 13 knots Minimum, 15 knots Target	**Design speeds shall be attained at no more than 95% maximum continuous rating (MCR) of the engines; in Sea State 1.
Bicycle Capacity	10% of passenger capacity	Desired
Fuel	One day capacity + 50% reserve minimum	Based on a round trip of 3 nm round trip and 33 round trips per day
Potable Water & Sewage	One day capacity + 50% reserve Minimum Two days capacity +10% reserve Target	Based on a round trip of 3 nm round trip and 33 round trips per day
Main Engines	Diesel	
Air & Water Pollution	USCG, PSAPCA, EPA, et cetera	Meet the known provisions of all applicable regulations.

Parameter	Criteria	Remarks
ADA Access Requirements		Vessel shall meet all applicable portions of the United States Access Board Proposed Accessibility Guidelines for Passenger Vessels
Food Service & Vending		No provision for either is necessary
Passenger Seating	Seating for vessel's full passenger capacity	Mix of tables, booth seating, single seats, and small group seating is preferred
HVAC	Heated and air-conditioned pilothouse, passenger, and crew areas	Dehumidification in heating season
Navigation Equipment	<ul style="list-style-type: none"> • 1 radar • DGPS • VHF radios 	Fully integrated radar/navigation package
Crew	Bareboat charter preferred	Target crew size of 3

* Denotes Technical Requirements that the proposed vessel must meet as a minimum, failure to meet the minimum requirements will preclude Proposal from further evaluation

**Sea State 1 is considered a sea state of 3 feet 2 inches Hs and peak period of 3.48s. Kitsap Transit will verify vessel speed before executing the subject Lease Agreement.

3.2 Lease Period

The subject Lease Agreement shall be for an initial term of twelve (12) months with the option to extend the Lease for up to one (1) additional year. The initial period of the Lease will begin June 1, 2019 and run through May 31, 2019. The option to extend the lease period will be at Kitsap Transit's sole discretion.

END SECTION 3

Section 4: Lease Agreement Provisions

****PROPOSERS SHALL PROVIDE A COPY OF THEIR LEASE AGREEMENT WITH THEIR PROPOSAL FOR KITSAP TRANSIT REVIEW**

In addition to the Proposer's Lease Agreement, the following Contract Provisions are incorporated by reference. In the event that there is a conflict between the Proposer's Lease Agreement and Kitsap Transit's Contract Provisions, Kitsap Transit's provisions prevail.

4.1 Insurance Requirements

Proposer shall procure and maintain in full force and effect during the term of the Lease Agreement, and during any extensions thereafter, full form Hull and Machinery Insurance on American Institute Hull Clauses or equivalent form on the Vessel in an amount greater than or equal to the full replacement value of the Vessel. The cost of the insurance shall be calculated into the monthly lease cost; no other payments for the cost of insurance will be made.

Kitsap Transit will be responsible for all other insurances and will procure said insurance at their own cost.

4.2 Maintenance, Use and Return of Vessel

Kitsap Transit shall not make any structural changes or alterations of the Vessel without first obtaining the written permission of the Proposer. At all times during the Lease Agreement, Kitsap Transit shall maintain the Vessel, at Kitsap Transit's expense, in accordance with the documented Original Equipment Manufacturers recommendations for preventive maintenance. Preventive maintenance shall include tasks such as lube, oil and filter changes. All other repairs, overhauls and rebuilds are the responsibility of the Proposer. At the termination of the Lease Agreement, Kitsap Transit shall return the Vessel to the Proposer in as good condition as the Vessel is at delivery to Kitsap Transit, reasonable wear and tear from proper use only expected. Kitsap Transit further covenants and agrees at its own costs and expense to maintain and repair the Vessel, arising from Kitsap Transit's operation, in good and seaworthy condition. Kitsap Transit agrees to keep complete and accurate records of work performed on the Vessel.

At the termination of the Lease Agreement, Kitsap Transit shall remove and retain ownership of any additional equipment brought aboard the Vessel.

4.3 Kitsap Transit's Assignment Rights

Kitsap Transit reserves the right to assign the Lease Agreement to a substitute Successor Operator. Kitsap Transit will notify Proposer, in writing, thirty (30) calendar days prior to assignment. The Successor Operator shall sign a written assumption agreement agreeing to be bound by all the terms and conditions of the Lease Agreement excluding Kitsap Transit's monetary obligations.

4.4 Kitsap Transit's Right to Terminate

Kitsap Transit may terminate this Lease Agreement in whole or in part, for (i) convenience or (ii) because of the failure of Proposer to fulfill its obligations. Kitsap Transit shall terminate this Lease Agreement by delivering to Proposer a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Proposer shall (1) immediately discontinue all services (unless the notice directs otherwise), and (2) deliver to Kitsap Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Lease Agreement, whether completed or in process.

END OF SECTION 4

Section 5: Evaluation

The successful proposal will be selected using a combination of pass/fail and weighted criteria evaluations. The award of the contract will be based on certain objective and subjective considerations listed below.

5.1 Pass/Fail Criteria

The following list of pass/fail criteria will be evaluated based on the minimum requirements listed in Section 3.1 Vessel Technical Requirements. Proposed Vessels that fail to meet minimum requirements will not be considered for award.

- **Passenger Capacity 149 minimum**
- **Vessel Speed 15 knots minimum**
- **Loading Arrangement: must have side loading capabilities**

5.2 Weighted Criteria

An evaluation committee of qualified Kitsap Transit staff or other persons selected by Kitsap Transit will conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and score each evaluation criteria as stated in this RFP. The Proposal that offers Kitsap Transit the “best value” shall be recommended to the Kitsap Transit Board of Commissioners for award.

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

Kitsap Transit reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

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

1. Proposed Vessel Speed (500 points MAX)

Points for speed will be awarded as follows:

430 points will be awarded to vessels that meet the minimum 13 knots. For each knot over 13, the Proposer will receive an additional 10 points up to 500 total points for a vessel with a speed of 20 knots or more.

2. Proposed Cost (500 points)

Proposed Cost will be evaluated on the monthly rate before tax. The total monthly rate will be inclusive of monthly lease fee, any usage fees (example: X amount of dollars per hour) and all other fees that the Proposer requires. Proposers are to assume an average of 10 hours per month.

Points will be award based on the following formula:

$(\text{Lowest Monthly Cost Offered/Proposed Monthly Cost}) * \text{Number of Points} = \text{Weighted Score for Cost}$

3. Condition of Vessel (250 points)

Proposer shall provide a current Marine Survey report prepared by a licensed and accredited Marine Surveyor outline the current condition of the vessel. The report shall be prepared in accordance with United States Coast Guard regulations and all other applicable rules and regulations.

4. Conformance to Kitsap Transit's Technical Requirements. (250 points)

Proposed Vessels conformance to Section 3.1 Vessel Technical Requirements.

END OF SECTION 5

Section 6: Proposal as Public Records

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, KT will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by KT *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.

If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the proposal. It is not usually reasonable or legally defensible to mark an entire proposal as “confidential” or “proprietary”. Marking the entire proposal as such will not be honored and the proposal may be rejected as non-responsive. KT shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. If a member of the public demands to review portions of a proposal marked “Confidential”, KT will notify the affected Proposer of the request and the date that such records will be released unless the Proposer obtains a court order enjoining that disclosure.

It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within five (5) calendar days after receipt of the notice, KT will make the requested portions available to the Requestor. The Proposer, asserting that portions of its proposal are legally protected, will assume all liability and responsibility for any information declared confidential and shall defend and hold KT harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. KT assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section.

END OF SECTION 6

Section 7: General Provisions

These General Provisions are complementary to the Contract which is required to properly define and delineate the responsibilities and rights of the parties to this Contract.

7.1 Conflicts of Interest

Current and Former Employees: Kitsap Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former KT employees in transactions with KT. Consistent with this policy, no current or former KT employee may contract with, influence, advocate, advise, or consult with a third party about a KT transaction, or assist with preparation of bids submitted to KT while employed by KT or after leaving KT's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a KT employee.

Organizational Conflicts of Interest

An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to KT; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. KT will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, KT may prohibit the contractor and any of its subcontractors from participating in such related procurements/projects.

7.2 Debarment and Suspension

Contractor must not be debarred or suspended in order to conduct business with Kitsap Transit. Upon the Proposal Due Date and for the full duration of the Contract, the Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses enumerated in below.

Within a three (3) year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify KT immediately of circumstances which made the original certification no longer valid, KT may immediately terminate the Contract.

7.3 Defective Materials or Services

When and as often as KT determines that the products or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, KT may give written notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply KT with a written detailed plan of action that indicates the time and

methods needed to bring the products or services within acceptable limits under the Contract. KT may reject or accept this plan at its discretion.

In the event this plan is rejected or the defect has not been remedied within thirty (30) days of Contractor's receipt of notice, the products or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. KT, in its sole discretion, may purchase a replacement from another source and charge-back the cost for such warranty replacement to the Contractor. This procedure to remedy defects is not intended to limit or preclude any other remedies available to KT by law, including those available under the Uniform Commercial Code, Title 62A RCW.

7.4 Reserved

7.6 Limitation of Liability

A. Non-conforming Services – For any services which fail to conform to the scope of the Contract and such failure is caused solely by the negligence of the Contractor, no charge will be invoiced to KT. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each.

B. Damages – Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

C. Third Party Claims – In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

7.6 Taxes

Any State sales/use tax, import revenues, or other taxes, which are not or which may hereafter be imposed by Congress, a State, or any political subdivision hereof and applicable to the sale or material delivered as a result of this RFP, and which by the terms of the tax law must be passed directly to KT, will be paid by KT from the Contractor's invoice.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by KT under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

7.7 Confidentiality

Following the evaluation, no information will be discussed with the competitors or anyone outside the Evaluation Committee. No Proposer or other member of the public will be told of the rankings among Proposers, nor the number of firms within the competitive range. Proposers will only be told that their proposal was ranked within the competitive range. Names of firms, cost data, or other information from Proposers submitted in response to this RFP shall remain strictly confidential until after contract award.

7.8 Contract Documents

The successful Proposer will receive an award package from Kitsap Transit that includes the Final Award Notice. Contractor must immediately sign and return all requested documents to Kitsap Transit within ten (10) calendar days, unless indicated otherwise, or Kitsap Transit may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and/or bonding agent to immediately obtain the required documents.

7.9 Failure to Execute Contract

Should the awarded Contractor fail to execute the Contract within fifteen (15) days from the Final Award Notice date, KT may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from KT's bid list for any future contracting opportunities.

END OF SECTION 7

Section 8: Proposal Content

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8-1/2" X 11" format with foldouts from this basic sized utilized as necessary. Proposal submittal requirements are described below.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. Kitsap Transit prefers all responses to this RFP to be less than 25 pages and that the Contractor utilize recyclable materials as much as possible.

All proposals must be submitted in a sealed package with the RFP number and title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received by Kitsap Transit at 60 Washington Avenue, Suite 200, Bremerton, WA 98337 NO LATER THAN 2:00 PM on March 16, 2018. Submittal of response by fax or e-mail will NOT be accepted.

PROPOSERS MUST SUBMIT AN ORIGINAL HARD COPY OF THEIR PROPOSAL.

The proposer understands that the information contained in these proposal pages is to be relied upon by Kitsap Transit in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Kitsap Transit.

8.1 Required Submittals

In order for Proposer to be considered responsive to the Request for Proposal, the following information must be submitted. In the interest of an equitable and expedient review, the information should be ordered as follows:

8.11 Letter of Transmittal

A letter introducing the consulting firm and team, including contact information, email and the proposed Project Manager.

8.12 Proposed Vessel Specification

Proposer shall provide the Proposed Vessel's Certificate of Documentations (COD). Proposers shall also provide the current Certificate of Inspection (COI) for the Proposed Vessel. Proposals should also address all other specifications not listed on these two certificates.

8.13 Copy of Vessel's Marine Survey

8.14 Copy of Proposer's Lease Agreement

8.15 Price Proposal

Proposers shall complete the Cost Proposal form (Attachment A). The proposed price shall include all delivery charges, premiums on bonds, labor, insurance, material costs, royalties, overhead charges, and other costs of every kind and nature necessary for the execution and completion of the work and fulfillment of the Contract.

If applicable, Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No charge by Contractor shall be made for Federal Excise Tax and Transit agrees to furnish Contractor with an exemption certificate where appropriate.

8.16 Signed Bidder's Affidavit (Attachment B)

END OF SECTION 8

Section 9: Attachments & Exhibits

Attachment A: Cost Proposal Form

Attachment B: Bidder's Affidavit

Attachment C: No Bid Response Form

Attachment D: Protest and Appeals Policy

ATTACHMENT A

COST PROPOSAL FORM KT 19-642

LOCAL FERRY VESSEL LEASE AGREEMENT

PART 1 – INSTRUCTIONS

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

PART 3 – RECEIPT OF ADDENDA

3.1 Call Patrick Rogers at Kitsap Transit, prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.

3.2 Receipt of the following Addenda is acknowledged:

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

4.1 I/WE CERTIFY, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included in this Proposal;
- ❖ That the information contained in this Proposal is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Proposal Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Kitsap Transit Board of Directors.
- ❖ That the submitted Proposal will become part of the public record.

Authorized Signature _____ Date _____

Printed Name & Title: _____

Company Name: _____

PART 5 – PRICING FORM

Vessel Lease Agreement

Fee	Rate	Number Per Month	Extended	Total Monthly Fee
Monthly Lease	\$	1	\$	
Hourly Usage Fee (if applicable)	\$	10 Hours	\$	
**Other Fee/Fees (if applicable)	\$	1	\$	
			Monthly Lease Fee	*\$
Monthly Fee X 12			Initial Lease Period Total	\$
Monthly Fee X 12			Option Lease Period Total	\$

*For the bases of Cost scoring, Lease Cost per Month will be used.

**If "Other Fee/Fees" are charged, Proposer must explain what these fees cover.

ATTACHMENT B

**KITSAP TRANSIT
REQUEST FOR PROPOSAL KT # 19-642
BIDDER'S AFFIDAVIT**

NON-COLLUSION

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

CONFLICTS OF INTEREST & ANTI-KICKBACKS

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

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

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

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

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder

agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder 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 Bid 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 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Authorized Signature _____
Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public in and for the State of _____,

residing in _____

Signature: _____

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

ATTACHMENT C

KITSAP TRANSIT

REQUEST FOR PROPOSAL KT # 19-642

RFP

No Bid Response

Bid Number KT 19-642

Bid Title: Local Ferry Vessel Lease Agreement

If electing not to submit a proposal for this project, please complete and mail this form to:

Patrick Rogers, Purchasing Coordinator, Kitsap Transit, 60 Washington Ave, Suite 200, Bremerton WA 98337

Company Name	Address
Business Phone Number ()	Email Address or Web URL

I/We respectfully decline this opportunity because:

I/We cannot comply with the specifications listed

I/We cannot meet delivery requirements

I/We do not regularly manufacture or sell this type of commodity

Other (please specify in box below)

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
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ATTACHMENT D

Complaint Policy / Protest and Appeal Policy

A. Purpose

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

B. Complaint Policy

Who May Submit a Complaint

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

Timing of Complaint

Complaints must be received five business days prior to bid response deadline.

Basis of Complaint

Complaints must be based on the following criteria:

1. The solicitation unnecessarily restricts competition
2. The solicitation evaluation process is unfair or flawed
3. The solicitation requirements are insufficient to prepare a response

Complaint Form and Content

1. Complaints must be in writing
2. Complaints must be addressed to the Purchasing Coordinator
3. Complaints must clearly articulate the basis for the complaint
4. Complaints must include proposed remedy

Kitsap Transit Response to Complaint

The Purchasing Coordinator will respond to complaints in writing within three business days of receipt.

C. Protest and Appeal Policy

Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

Timing of Protest

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

Basis of Protest

Protests must be based on the following criteria:

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

Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Purchasing Coordinator
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

Protest Procedure

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

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and the procurements originating Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director and general counsel will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

Failure to Comply with Requirements

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

Protests to the Federal Transit Administration

When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor or service provider may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to Kitsap Transit's (1) failure to have followed its protest procedures, (2) failure to review a complaint or protest, or (3) violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

1. A protest must be filed with the FTA no later than five business days after the Protesting Vendor exhausts Kitsap Transits protest and appeal procedures.
2. A protest to FTA must be filed in accordance with FTA Circular 4220.1F, as amended.

Exhausted Administrative Remedies

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