

Responses to questions regarding:
Joint Transportation Committee's Request for Proposal
Washington State Ferry Fare Media Study

July 18, 2011

Question: The General Terms and Conditions (Exhibit A) includes a Nonassignability clause that specifies that the contract “shall not be transferred or assigned by the Contractor.” The "group" that would perform this work is being sold. It is anticipated that the sale will be effective after the proposal is due. Therefore, if the "group" were awarded the contract, it would be necessary to assign the contract to the acquiring company. Does the clause referenced here preclude such an assignment of the contract? (This question was edited by JTC staff for confidentiality.)

Response: *The Nonassignability clause under the "The General Terms and Conditions (Exhibit A)" of the JTC RFP would not apply to this circumstance because the contract would not yet be signed when the sale or merger occurred. The JTC would require the successor firm to assume the obligations of the study work as proposed in the work plan proposal, and negotiated changes to that workplan, agreed to prior to contract execution.*

Question: Would you please clarify the contract type that is anticipated? In reviewing the Cost Approach in IX.C Proposal Format, it appears that it will be a time and materials contract, but confirmation or clarification is requested.

Response: *This contract is a personal services contract with a Not to Exceed a Specified Amount provision. Proposals are to outline how the work will be accomplished within the amount specified in the "Cost Approach" section of the proposal. This amount should include all expenses to complete the study. If the contractor spends less to fulfill the contract terms, payment will be limited to contractor costs. If the contractor spends more to accomplish the contract, JTC payments are strictly limited to the bid amount, unless agreed to by the JTC and the contractor.*