



# **Whatcom Transportation Authority**

**REQUEST FOR QUALIFICATIONS  
FOR**

**On-Call  
Architect & Engineering Services**

**RFQ 2019 - 232**

**QUALIFICATIONS DUE:**  
September 5, 2019  
No Later Than 12:00 PM PST

**INTERVIEWS:**  
Week of October 1

**Whatcom Transportation Authority  
4011 Bakerview Spur Road  
Bellingham, WA 98226  
Phone (360) 788-9332 Fax (360) 788-9532  
Procurement@ridewta.com**



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## Part 1 – General Information

Whatcom Transportation Authority (WTA), a municipal corporation formed in 1983, provides fixed route, paratransit, and vanpool service throughout Whatcom County. The transit revenue fleet currently consists of 61 fixed route buses, 43 paratransit vehicles, and 35 vanpools.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA is available at [www.ridewta.com](http://www.ridewta.com).

Proposers will be required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract after issuance of the Intent to Award. WTA will not make any concessions for proposers who are not completely familiar with the scope or contract requirements.

WTA is currently seeking qualifications from firm(s) capable of providing multi-discipline Architect & Engineering Services. Firms may form a joint venture or partnership to meet the work requirements.

All submittals become the property of WTA and are subject to public disclosure under RCW Chapter 42.56 after award, which may require more disclosure from a WTA as a public agency than the Freedom of Information Act (FOIA). Labeling an entire proposal as "Confidential" or "Proprietary" does not preclude it from release in the event of a Public Disclosure Request. Refer to Part 6 in the RFP for more information.

Throughout this RFP the terms vendor, Contractor, Firm and Proposer are interchangeably used.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

## Part 2 – Scope of Work

### 2. A Introduction

WTA intends to award a master agreement to the most qualified professional Architectural and Engineering firm (Firm) capable of providing on-call multi-discipline architectural and engineering services for various, potential WTA projects within Whatcom County, Washington.

Projects may involve one (1) or more WTA facilities and any future properties the agency may acquire, including:

Maintenance Operations Administration Base (MOAB)  
4011 Bakerview Spur, Bellingham

Bellingham Transit Station (BTS)  
205 E Magnolia, Bellingham

Cordata Transit Station (CTS)  
4170 Cordata Pkwy, Bellingham

Ferndale Transit Station (FTS)  
1675 Main St., Ferndale

Lynden Transit Station (LTS)  
1945 Front St., Lynden

Midway Lane Lot  
2000 Midway Ln, Bellingham

WTA reserves the right to award to multiple firms. There is no guarantee of work through this solicitation.

### 2. B Background

WTA regularly utilizes Architect & Engineering (A&E) services for a variety of projects. Some recent projects have included:

- Feasibility study for articulated bus infrastructure
- Preliminary designs for transit station expansion
- Electrical design for employee wellness center
- Civil engineering for property improvements
- Survey work for bus stop improvement
- Environmental Site Assessments
- Structural analysis

During the term of the potential forthcoming contract that is the subject of this Request for Qualification (RFQ), WTA may require the Contractor provide other A&E type services.

## 2. C Technical Requirements

Proposers must be able to provide all of the desired services for each of the items listed in the Scope of Work below. Firms specializing in a particular technical service may participate by joining services with other Specialty Engineering or architectural firm(s) to provide a broader range of transportation related A & E services. The term "Firm" throughout this RFQ shall include any individual successful Proposer, or a combination of service providers.

WTA will assign project work through individual Task Order Documents (TOD) where the parties will specifically define statements of work covering deliverables, negotiated costs including profit<sup>1</sup>, and expectations for the task (project). The Federal Transit Administration (FTA) and/or Washington State Department of Transportation (WSDOT) may fund individual TOD's assigned, therefore all required and applicable federal clauses and certifications are incorporated into this RFQ, TODs, the Contract, and shall be included in any sub-contract entered by the Firm. Such incorporated terms and conditions for any FTA funded work or project shall be those set out in the list of Federally Required Terms and Conditions, which is attached hereto and incorporated by reference as Appendix B.

The selected Firm shall cooperate with WTA to ensure full compliance with its funding agreements with the FTA and WSDOT and will comply with all terms and conditions prescribed for third party contracts by the FTA and WSDOT.

Firm must be experienced in providing A&E services for transit properties that utilize federal funds. Firm will be responsible to ensure that any project is designed with all components and sub-components Buy America<sup>2</sup> compliant (not to be confused with Buy American) and that any design changes comply with this and other FTA requirements.

All work will be prepared in accordance with WTA practices, regulations, policies, procedures, and standards, as appropriate, including applicable FTA and/or WSDOT requirements.

## 2. D Scope of Work

A & E services provided by the selected Firm may include, but are not limited to, the following:

- Civil/Site improvement designs. For example bus stop and ADA design improvements in a public right-of-way, transit center improvements and designs,

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<sup>1</sup> 2 CFR Part 200.323 (b), FTA C4220.1F, Chapter IV, 6.a(2)

<sup>2</sup> 49 CFR Part 661

Park & Ride lots, transit street design elements, and stormwater improvements. Such work may include environmental engineering (NEPA & project impact)

- Mechanical design. Mechanical design may involve design and inspections of plumbing, HVAC, and other mechanical systems including software management systems
- Electrical design. Electrical design may include design of interior or exterior lighting, communications systems, fire alarm, solar array systems, backup generator systems, electric vehicle charging and other electrical systems
- Architectural/Space planning and design. Architectural and space planning may involve assessments of current space needs and recommendations for modernizing and upgrading facilities to improve functionality, space efficiency and ease of use
- Structural design and analysis. Structural analysis may be needed to determine structural integrity in the installation of auxiliary equipment on buildings in reconfiguring building spaces including solar arrays
- Constructability reviews. In conjunction with design of equipment or facilities, constructability reviews may be required to ensure the design provides for ease and efficiency in construction and that the design would not discourage or preclude qualified contractors from bidding
- Project estimating. Project cost estimating will be required in conjunction with any design of equipment or facilities. These services may also be needed for feasibility studies and assisting WTA staff with Independent Cost Estimates (ICE) prior to bidding<sup>3</sup> and as part of WTA's change order process<sup>4</sup>
- Environmental design impact. Firm must be familiar with FTA requirements for the Environmental Review Process including documentation, applying for Categorical Exclusions, mitigating environmental impacts, relocation assistance, historical districts, etc.
- Feasibility studies, operational studies, conceptual designs and preliminary design charrettes to prepare short-, mid-, and long-term projects for more detailed design and funding
- Stakeholder coordination. This may include coordination between WTA and other entities and utilities to obtain project and plan approvals, reviewing contractor submittals, claims management and mitigation/dispute resolution assistance
- Bus stop and infrastructure design guidelines to establish and communicate standards needed to ensure effective transit system performance
- Project clearances. Firm will prepare permit applications for submittal to the proper entities with jurisdiction. WTA will pay any required permitting fees directly to that entity(ies)
- Surveying. Topographical, utility and facility mapping, construction layout
- Traffic Engineering, high frequency transit service and infrastructure design, Transit Center traffic flow
- Underground utility location

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<sup>3</sup> FTA C4220.1F, Chapter IV, Section 6

<sup>4</sup> FTA C4220.1F, Chapter IV, Section 6.a

- Preparation of plans, specifications, and estimates (PS&E), which will occur as part of WTA's procurement process. WTA will be responsible for all aspects of any procurement and subsequent contracting with the selected primes
- Project and construction management. Some aspects of project and construction management may include, but not be limited to the preparation and delivery of various project studies, engineering analyses, assessments, plans or reports, as required site and systems inspections and testing

Work must be developed and performed consistent with American Institute of Architects ("AIA") standards and, as applicable, shall meet other standards criteria as set forth in the latest and most current English edition, as may be amended, of the following standards:

- Guiding Principles for Federal Leadership in High-Performance and Sustainable Buildings<sup>5</sup>
- Federal Acquisition Regulations Part 36
- Washington State and ICC Building Codes
- Whatcom County Countywide Planning and Comprehensive Plan
- County and Municipal Ordinances and Standards, and building codes; as applicable
- ADA Accessibility Requirements
- Local and State Health Department Regulations
- WSDOT Specifications & Manuals, including but not limited to: Plans Preparation Manual; Environmental Procedures Manual; Standard Plans; Design Manual; Individual Design Manual Chapters; Construction Manual; Materials Manual; Manual on Uniform Traffic Control Devices ("MUTCD"); etc.

Firm shall be responsible to identify and comply with any and all other architectural, electrical, mechanical, civil engineering, traffic, structural, and environmental design considerations not covered in each requested Task Order. Firm shall prepare a detailed outline of additional Supplemental Specifications, Special Provisions, or Design Details setting forth the requirements of the facility, specific safety requirements, etc., including catalog cuts and non-proprietary recommendations of Buy America compliant systems and basic equipment.

## 2. D.1 Task Order Process

All TODs generated will be agreed on in advance between WTA and the Firm prior to any work commencing. Notwithstanding the above, all TODs shall be governed and subject to the terms and conditions of this RFQ, which shall not be subject to negotiation. Task Order initiation procedure:

1. WTA issues a Task Order Request to Firm, which will clearly define the Scope of Services, deliverables and required schedule.
2. Firm will submit the Task Order Proposal within ten (10) business days of receipt of the Request. The proposal shall include:

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<sup>5</sup> 36 FAR 104(b)(1)

- a. Firm's detailed statement of work, including deliverables and appropriate work schedules
  - b. Summary sheet of negotiated costs including profit<sup>6</sup>
  - c. Listing of sub-consultants with detailed cost breakdowns for each sub-consultant
  - d. Detailed cost breakdown.
3. WTA will review the proposal for compliance with the Contract requirements and ensure the TOD is complete and consistent with the Scope of Services, that personnel assigned are acceptable, and that all costs proposed are appropriate.
  4. If required, WTA and Firm will negotiate any exceptions identified in the proposal or changes required to the SOW, including the billing rates, profit, and fees. After such negotiations, Proposers shall submit a revised TOD within five (5) business days. WTA must request approval for any proposal exceeding \$100,000 from the WTA Board of Directors.
  5. After receipt of an accepted proposal, WTA will issue a purchase order.

No authorizations to start work shall occur unless the work falls specifically under WTA's policy regarding emergency procurements. Only written approval of WTA's General Manager authorizes work prior to execution of the TOD. In no case is work authorized prior to scoping and negotiations for the TOD.

Firm shall designate a point-of-contact (POC) within the Firm to coordinate all activities. The POC shall have the authority to make commitments and decisions that are binding on the Firm. Any changes to Proposer's personnel under this Agreement or individually assigned project shall be subject to WTA's written approval.

## **2. E Contractor Performance Reviews**

WTA will conduct a performance review a minimum of every twelve (12) months while the Contract is in effect<sup>7</sup>. WTA may conduct more frequent performance reviews in its discretion. WTA's Project Manager in partnership with WTA's Contract Administrator shall complete the reviews. WTA's Contract Administrator will provide the Contractor a copy of the completed evaluation, which becomes a permanent part of the contract administration file. WTA considers the results of these evaluations for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services. Consistent poor performance will result in penalties as outlined in or Termination for Breach (Appendix A).

WTA will be using the criteria below in its evaluations.

- Communication

Communicates regularly and openly with staff. Communication occurs face to face, via phone conferences, one-to-one, or group meetings. Contractor staff is visible and available

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<sup>6</sup> 2 CFR Part 200.323 (b), FTA C4220.1F, Chapter IV, 6.a(2)

<sup>7</sup> 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Verbal and written communication is timely, clear, concise, and easy to understand. Tasks are clearly defined. Notices are received in a timely fashion.

- Quality of Service

Required deliverables are timely, and accurate. Issue resolution is prompt. Demonstrates proactive approach to mitigate potential problems.

- Interpersonal Skills with WTA staff

Effectively coordinates and cooperates with WTA on Task Orders, changes, and issue resolution. Seeks feedback to improve relationships and improve commitment towards quality deliverables. Contractor staff is approachable and collaborative and provides advice without making decisions.

Evaluations will be scored as follows:

**1 = CONSISTENTLY BELOW EXPECTATIONS:** Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

**2 = BELOW EXPECTATIONS:** Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

**3 = MEETS EXPECTATIONS:** Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

**4 = EXCEEDS EXPECTATIONS:** Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

**5 = CONSISTENTLY EXCEEDS EXPECTATIONS:** Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.



### Part 3 - Submission Guidelines

All submittals become the property of WTA and are subject to public disclosure after award, pursuant to Washington State’s Public Records Act, RCW Chapter 42.56, regardless of any designation by a Proposer that information contained in the proposal is “confidential.”

#### 3. A Procurement Schedule

Activity	Date – 2019
Qualification Request Issued	August 2
Clarification/Alternate Deadline	August 23
Qualifications Due*	September 5 no later than 12:00 PM PST
Finalist In Person Interviews	Week of October 1
Final Selection (Best & Final Offer)**	October 9
Notice of Intent to Award***	October 28
Estimated Award Date	November 21

*\*Requests are not reviewed or considered after this date.*

*\*\*WTA reserves the right to award a contract(s) without a Best and Final Offer.*

*\*\*\*Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.*

WTA reserves the right to modify the procurement schedule through written addenda.

Proposers will attend any interviews in person during the week provided above. WTA will invite the top three (3) firms for an interview/presentation<sup>8</sup>. The Procurement & Grants Coordinator schedules interviews no later than close of business on September 25. WTA provides requirements of the interview when the interview is scheduled. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials.

#### 3. B Proposal Guidelines

Proposers must pay close attention to and strictly follow all instructions.

Proposers are expected to fully inform themselves of the conditions, contract requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposer acceptance of the terms and conditions of this solicitation request and subsequent contract(s).

<sup>8</sup> 40 CFR 1103

The Proposer is responsible for all costs related to the preparation of the submitted proposal, demonstrations, interviews, or any other fees and charges relating to the preparation and submission of a proposal.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes in the form of a written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is not received by the required deadline
- It is not in the required format
- It is incomplete, contains conditions of sale, deletions in scope or contract requirements or alterations not previously approved by WTA
- The proposal or Proposer do not conform with the law
- The Proposer fails to meet the minimum requirements listed in Part 3.C Minimum Proposer Qualifications
- Any required form or Exhibit is not completed or signed
- Any other reason determined to be in the best interest of WTA

Proposal may not be modified after opening unless requested by WTA. Proposals may be withdrawn at any time.

Proposals submitted will not be public information until after issuance of the Notice of Intent to Award. Refer to Section 4.E Notice of Intent to Award for more information.

WTA reserves the right to request information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 days from proposal or Best and Final Offer (BAFO) deadline.

WTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, including financial information, if necessary, for proper evaluation of a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification will result in rejection of that proposal.

### **3. C Minimum Proposer Qualifications**

A Proposer must meet the following minimum qualifications **at the time of proposal**. Sub-Contractors will also be required to meet these requirements prior to beginning any task orders.

- Have a State of Washington and all required local government business license(s) and endorsements<sup>9</sup>
- Be registered with SAM.gov and not be suspended or debarred
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrates experience in providing Architectural and Engineering (A&E) services for transit properties using federal funds
- Offer a fixed cost for project services
- Demonstrate the ability to maintain adequate files and records to meet project reporting requirements
- Have experience with Federal, State and local government agencies, specifically transit agencies receiving grant funds from the FTA and WSDOT
- Provide all of the desired services for each of the items listed in Part 2

### 3. D Responsibility

WTA determines whether the Proposer and proposed subcontractors are capable of successfully completing contracts of this type, including but not limited to:

- That it regularly engages in the general class or type of work called for under the contract and possesses required licenses and certifications.
- That it has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and at comparable rates of progress. Previous contracts will have been performed in the last three (3) years and include at least one (1) comparably sized public agency; preferably a transit, involving delivery of services using Federal Funds.
- There are no outstanding and/or repetitive violations with Washington State Labor and Industries, Department of Revenue, or Employment Security.
- Registered and not debarred with SAM.gov or with the State of Washington.

WTA will review all material submitted with the proposal to establish responsibility and performance history. This includes (but is not limited to) obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses.

A Proposer, if requested, must present satisfactory evidence of experience, ability, service facilities, and financial standing necessary to meet the requirements set forth or implied in

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<sup>9</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

the proposal. Please refer to Part 6 - Public Disclosure Law regarding public records. WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

### 3. E Proposal Submission

An electronic copy or a dedicated CD/USB Flash Drive is the required method of submission. Hard copies are not accepted. Digital signatures on forms are permitted. If mailing a USB or CD, submit proposals to:

Sealed Qualifications RFQ #2019 - 232  
Magan Waltari, CPPB, CPSM  
Procurement & Grants Coordinator/DBELO  
Whatcom Transportation Authority  
4011 Bakerview Spur, Bellingham, WA 98226  
(360) 788-9332  
procurement@ridewta.com

Number the pages of the proposal and clearly outline sections. Submit any confidential or proprietary information separately and clearly mark "Proprietary" or "Confidential." Please refer to Part 6- Public Disclosure Law for more information. **THE SCOPE AND EXTENT OF PROTECTION THAT WTA CAN PROVIDE TO INFORMATION DESIGNATED AS PROPRIETARY AND CONFIDENTIAL IS LIMITED. ALL PROPOSERS SHOULD REVIEW Part 6- Public Disclosure Law FOR A FULL EXPLANATION.**

WTA is not be liable for checking the reception area, mail box, or receiving dock immediately prior to the deadline. Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) should, therefore, be sent in ample time to arrive before the actual due date and time.

### 3. F Submission Package

Format submission packages in the following way:

- No more than 20 double sided pages (excludes Exhibits)
- Clearly identify sections
- Number all pages
- Minimum 12-point font

Do not include any marketing material, flyers, general information brochures, company promotional information. Cut sheets and technical specifications are only permitted if they pertain to the equipment or service being proposed.

STATEMENTS OF QUALIFICATIONS Use the following outline to organize your Statements of Qualifications and respond to all items in order.

- QUALIFICATIONS, EXPERIENCE AND REFERENCES

- Firm Experience – Provide a concise description of the firm’s background and relevant experience in providing multi-discipline engineering, design, architectural, and construction management support services to public transit sector similar to those outlined in the Scope of Work.
- Experience of Key Personnel – Identify the firm’s proposed Project Manager and other key personnel, by name and title, who will most likely be assigned from the firm to provide direct services to WTA, including such person’s relevant job histories, professional credentials, if any, and related experience in, but not limited to, working with public sector clients.
- Experience of Sub-Consultants – Discuss the capabilities and benefits of any sub-consultants that you may propose to include on your team to offer WTA the multi-discipline services it requires.
- Similar Work References – List at least three (3) professional references able to provide information regarding the firm’s ability to perform relevant, Federal Transit Administration (FTA) funded projects (not including any projects completed for WTA) completed in the last three (3) years. The submitted information should include:
  - Name, address, e-mail address and telephone of the project manager
  - Cost of the contract
  - Dates services encompass
  - Services provided
  - List partnered firms in project and relationships
  - Project location
  - Status of the contract

Include examples of work on similar transit projects, including project scope, objectives and success or failure to achieve those goals. Relevant projects in both the private and public sectors may be included.

○ FINANCIAL STABILITY

- Provide a statement of the firm’s financial strength, stability, capacity and resources. Provide official reports and other similar materials if available. Provide information about the financial history of the firm, demonstrating viability of the firm.
- Identify any past (within the last three (3) years) or pending litigation alleging failure to perform in accordance with contractual obligations and describe present status. Explicitly state if there is no such litigation.
- List any projects resulting in time extensions and the assessment of liquidated damages against any member of the project team during the last five (5) years. Explicitly state if there were no extensions/assessments.
- Identify any past (within the last three (3) years) or pending liens, claims, infractions or citations filed by the State or federal government, recorded with the Whatcom County Auditor, or filed by subcontractors, suppliers or materialmen. List with whom, for what, and the amount claimed. Explicitly state if none of these situations apply.

○ ADMINISTRATION

- Describe the firm's ability to comply with the Contract requirements and perform consistently with Contract terms and conditions substantially similar to those provided. Any deviation with or exception to the requirements will be clearly identified and described by the date outlined in part 3.A. Failure to specify any exceptions or objection to the requirements, terms and conditions of this RFQ will constitute acceptance of WTA's requirements.
- Describe the firm's internal procedures/policies for quality assurance and cost control implemented for the various projects.
- Project team, specific responsibilities in regards to this RFP, past relative project experience and involvement.
- COST  
Proposers will not submit a fee schedule with their initial qualifications statement. WTA will request a fee schedule from the top scoring proposers as determined by the evaluation criteria below.

### **3. F Request for Contract Clarifications or Alternates**

Any Proposer(s) believing a Contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify the Procurement and Grants Coordinator by the deadline provided in the Procurement Schedule. WTA will not consider requests submitted after this date. WTA will not agree to Contract terms or conditions after proposal submission and will reject conditioned proposals as non-responsive. Request any Contract changes or requests prior to the close of the procurement.

#### **ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD**

The RFQ and the PROPOSAL SUBMITTED constitute an "offer" and "acceptance" of all of the terms and conditions for an enforceable contract, subject to WTA's formal award, which remains in its exclusive discretion. Once WTA accepts and awards a proposal, the parties will have an enforceable "contract" whose terms and conditions will comprise those set out in the RFQ and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFQ and the proposal. Throughout this RFQ, the term "Contract" shall mean the terms and conditions contained in this RFQ and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties' agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFQ and proposal.

**THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFQ IS TO REQUEST A DEVIATION OR SUBSTITUTION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL**

TERMS AND CONDITIONS OF THE RFQ SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

### 3. G Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from proposers. WTA policy requires any officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this contract to recuse themselves from any evaluation decision pertaining to this proposal.

WTA requires that proposers and staff declare any perceived or actual conflict of interest. A conflict of interest does not immediately prevent a Proposer from submitting a proposal. WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict. Failure to disclose any perceived or actual conflict of interest will render a proposal non-responsive. Detail any conflict on a separate sheet.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The vendor will be responsible for any additional costs incurred by WTA to engage another contractor to finish the work.

Conflict of interest would occur under the following:

- Vendor assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or encouraging the use of a particular brand or supplier/distributor.
- Vendor or supplier/distributor assists in the creation of a project budget.
- Vendor or supplier/distributor has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.

Proposers are required to submit Exhibit H and Exhibit I with their proposal indicating their understanding and acknowledgement of this section.

### 3. H Addenda

Addenda will be issued to all plan holders should questions or clarifications be deemed significant enough to affect received proposals. It is the Proposer's responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Proposers acknowledge addenda on Exhibit A.

WTA uploads addenda to WEBS, emails proposers who have requested a solicitation packet from the procurement office, and posts on WTA website. Proposers are responsible for ensuring they have all addenda.

Proposals not acknowledging addenda are not responsive.

### 3. I Contact with WTA

Unauthorized contact regarding this RFQ with WTA employees or agents will result in disqualification. Any oral communications is unofficial and non-binding on WTA. Proposers will rely only on written statements issued by the Procurement & Grants Coordinator listed below:

Magan Waltari, CPPB, CPSM  
Procurement & Grants Coordinator  
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### 3. J Protest Procedures

**Filing a Protest** Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFQ.<sup>10</sup> Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

WTA will not consider issues and facts not stated in the Notice of Protest.

**Time for Filing a Protest.** A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed**

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<sup>10</sup> "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

**award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

**Notice of Protest.** Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

**Stay of Award.** If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

### **Review of Protests**

**Review:** The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protestor to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protestor shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

**Appeal:** A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

## Part 4 – Proposal Evaluation

### 4. A Evaluation Procedures<sup>11</sup>

1. The Procurement & Grants Coordinator will review proposals against the following factors. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

Factor	Score
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail

2. Evaluation Committee will then review Proposals receiving 3 “Pass” scores against the following Evaluation Factors, with the most important factor listed first. A member of the Evaluation Committee and/or the Procurement & Grants Coordinator will check references and share them with the evaluation committee.

Evaluation Factor	Score
Demonstrated ability to meet requirements in 2.D	0-5
Transit and Federal Transportation Administration (FTA) experience	0-5
Project Approach & Understanding	0-5
Staff Resource Commitment	0-5
References & Past Performance <sup>12</sup>	0-5
Clarity of Response	0-5
<b>Total Possible</b>	<b>30</b>

Committee members will assign a rank of 1 – 5 for each factor and it will calculate total points as follows:

- 1 – Proposal did not meet factor requirements = 0%
- 2 – Proposal met less than ½ of factor requirements = 25%
- 3 – Proposal met at least ¾ of factor requirements = 50%
- 4 – Proposal met all of the factor requirements = 75%
- 5 – Proposal exceeded factor requirements = 100%

Scores are in whole numbers only or rounded down. (e.g. 4.5 will round to 4), then averaged based on how many Evaluation Committee members participate.

3. The top 3 proposers will be invited for interviews<sup>13</sup>. Once interviews are complete, the Evaluation Committee will re-score submissions against the Evaluation Criteria based on any additional information provided.

<sup>11</sup> 40 USC 1101 - 1104

<sup>12</sup> 40 USC 1103

<sup>13</sup> 40 CFR 1103

4. The most qualified Proposer will be the one with the highest scoring Proposal. WTA will enter into price negotiations with the most qualified Proposer<sup>14</sup>.
5. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified Proposer. Then, if necessary, negotiations with successive Proposers in descending order are conducted until contract award can be made to the Proposer whose price WTA believes is fair and reasonable<sup>15</sup>.

In the event that the top two (2) proposals are within five (5) points of each other, they are considered comparative equals. The Evaluation Committee will review them against all of the evaluation factors above and conduct additional reviews to render a final score.

#### 4. A.1 Cost Negotiation

WTA will examine the most qualified Proposer(s) costs and negotiate a minimum cost for profit. This minimum will serve as a baseline for each task order issued off the forthcoming contract. Each task order will be independently negotiated taking into consideration the risk and effort the firm will put forth each time.

Submit Task Order proposals after WTA determines that project funding is available. Proposer's rates and fees established at time of initial contract award will be fixed and effective for the duration of the first twelve (12) months of the Master Agreement. Rates for remaining contract terms will be negotiated no later than sixty (60) days prior to the previous contract term ending.

Supporting cost data shall consist of the following level of detail:

1. Direct Salary Costs (DSC): Identification of individual job positions or labor classifications and the hourly raw salary rates for each individual. The salaries shall be exclusive of a payroll burden, overhead or markups. Proposer shall provide same for sub-consultants. Provide the following information: List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. Use MS Excel and submit electronically to [maganw@ridewta.com](mailto:maganw@ridewta.com). The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.
2. Payroll Burden: Identification of all costs associated with employee benefits (non-salary expenses), including but not limited to: Sick leave contribution; Vacation pay; Holiday pay; Incentive pay; Unemployment and other payroll taxes; Contributions for Social Security and Workers' Compensation Insurance; Retirement, medical and other group benefits.
3. Other Direct Costs (ODC): Identification of non-salary costs, including but not limited to: Travel and living expenses of principals and employees, communication

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<sup>14</sup> 40 CFR 1104

<sup>15</sup> 40 CFR 1104

- expenses (long-distance telephone, facsimile, shipping, special postage), special services and equipment not applicable for inclusion in the general overhead, Identifiable stenographic and drafting supplies, reproduction work, graphic services, Audiovisual equipment for public meetings, and expenses for specialized health and safety programs. *Only costs allowed by 31 FAR 2 will be paid by WTA.*
4. Indirect Cost Rates – Overhead (ICR): Identification of indirect cost rates(s) and allocation base(s) for home, office and dedicated field office expenses and services essential to the conduct of the business. Overhead is typically expressed as a percentage of DSC and includes indirect costs such as: General office expenses (i.e. utilities, telephone, depreciation, rental furniture, rent, drafting equipment, engineering instruments, vehicle expenses, and office and drafting supplies not identifiable to a specific project), taxes and insurance, other than those included as DSC (excluding state and federal income taxes), library and periodical expenses, technical and professional meetings, continuing education, salaries and expenses other than those identified in the DSC and ODC. In each case, Proposer shall identify cost elements contained within its OH rate pool. If it is the Proposer's normal practice to show employee fringe benefits as a separate OH rate on direct labor, then such practice shall be incorporated in the rates submitted. *Only costs allowed by 31 FAR 2 will be paid by WTA.*
  5. Audited Overhead (OH) Rate<sup>16</sup>: Proposers shall submit an audited OH rate with its cost proposal. The Federal Government, a State Department of Transportation, a Certified Public Accountant, or independent Auditor shall have conducted the audit. Identify the audit agency, contact name, phone number, and furnish copies of findings. If Applicant is unable to provide a current (not older than 18 months) audited overhead rate analysis, it will need to submit, at a minimum, an overhead schedule showing a breakout of allowable and unallowable OH costs relative to direct salaries/wages/tax; percentage of OH to direct salaries/wages; percentage of OH to the total burden; and prorated allocation of OH expenses based on billable rates. Applicant shall further state whether the rates are compliant with Federal Cost Principles contained in Title 48, Code of Federal Regulations, Part 31 and in accordance with the current revision of Office of Management and Budget (OMB) Circular A87.
  6. Proposed Fees (Profit): Shall be submitted as a percentage of the DSC, Payroll Burden, and OH. Proposer's maximum fee/profit, as a percentage of fully burdened DSC, allowable by WTA shall not exceed 6% of the estimated construction cost for production and delivery of designs, plans, drawings, and specifications<sup>17</sup>. Proposer's proposed fee will be the basis for negotiating task orders and change orders issued under the forthcoming contract.
  7. Subcontracts: Identification of cost of any sub consultants and any mark-up planned.
  8. Other charges: These include Computer Assisted Design, and any other fees assessed in the execution of any task order if not covered by the other categories above.

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<sup>16</sup> 49 U.S.C. 5325(b)

<sup>17</sup> 15 FAR 404-4(c)(4)(i)(B)

Any costs associated with this project not specifically set forth in this RFQ will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA reserves the right to request documentation supporting the proposed overhead rate of the selected firm. The Firm should be prepared to submit financial statements, including balance sheet and income statement to WTA, only if requested.

#### **4. B Evaluation Criteria**

##### **4. B.1 Demonstrated ability in meeting work requirements**

Proposer will provide detail clearly demonstrating its ability to provide the services outlined in Part 2 against the information provided in Submission Packages. This will include a thorough examination of the firm, subcontractors, and individuals assigned to the agency's projects:

- Knowledge of transit facilities and FTA requirements, particularly Buy America, Environmental Review, and FTA procurement and contracting requirements.
- Experience working on large scale projects for small agencies with no engineering staff and limited engineering experience.
- Specific knowledge and demonstrated experience of proposed Principal, particularly with Buy America, Environmental Review, and FTA procurement and contracting requirements.

##### **4. B.2 Transportation and Federal Transportation Administration (FTA) Experience**

Proposals will show the firm and individuals familiarity with providing A&E services for projects funded with FTA money. Proposers should detail their experience with the requirements outlined in the relevant FTA circulars, CFR's, USC's and other guiding regulations.

##### **4. B.3 Project Approach and Understanding**

Proposals will demonstrate the proposers' understanding and approach to Federally funded projects and objectives. Evaluation will also be based on the proposers' quality assurance/quality control measures, and their past ability to meet deadlines, project schedule dates and critical project milestones. Proposals will show the firm and individuals ability to work with agency staff in an approachable and collaborative fashion, advise without making decisions, and how responsive the Proposer(s) is/are.

##### **4. B.4 Resource Commitment**

Provide evidence of resources to perform the required services & commitment to provide additional staff if needed.

#### **4. B.5 References**

WTA staff will review the references provided and verify that the Proposer has performed satisfactorily on other contracts similar to the scope outlined in this RFQ. References will also reflect the firm's ability to work with agency staff in an approachable and collaborative fashion, advise without making decisions, and how responsive the Proposer(s) is/are. All references must have names, titles and phone numbers. WTA will not review references with incorrect contact information.

#### **4. B.6 Clarity of Response**

Overall clarity of submitted response (clear, concise, professional, thorough). The organization and presentation of the RFQ response indicates the firm's ability to follow instructions, pay attention to detail, and assemble clear and concise documents.

#### **4. C Best and Final Offers (BAFO)**

WTA may ask selected proposers to amend its proposal(s) and make its BAFO. The requests for BAFO's shall include:

- Notice that this is the opportunity for submission of a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission, allowing a reasonable opportunity for preparation.
- Direction for BAFO format.
- Notice that WTA considers the immediate previous offer if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO.

Proposers will clearly identify any modifications to the initial proposals.

WTA reserves the right to award without a BAFO.

#### **4. D Award**

WTA will be the sole judge in the determination of the most highly qualified Firm and reserves the right to make its selection based solely on the written response to the Evaluation Criteria.

WTA reserves the right to enter into a contract, identifying an amount "not to exceed", with any Firm and will prepare such contract based upon a Scope of Work and proposed costs as negotiated and approved by the selected Firm and WTA.

#### **4. E Notice of Intent to Award**



Once negotiations are successfully completed, the Procurement & Grants Coordinator issues a Notice of Intent to Award to all known plan holders. A contract award recommendation will be presented to the WTA Board of Directors. Issuance of a Notice of Intent to Award may be revoked before the award recommendation is presented to the Board of Directors. Neither party is required to perform until an agreement is executed. The awarding firm shall be obligated to furnish all requirements stated in the Contract Documents as conditions precedent to formation of the executed Agreement.

Proposers may request a debriefing from the Procurement and Grants Coordinator after the intent is issued.

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## Part 5 – Contract Information

### 5. A Contract Term

1. Contract Term: The initial length of the Contract will be two (2) years, and WTA may, in its discretion, extend the Contract for two (2) additional two (2) year increments.
2. Compensation: WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties.
3. Invoices: Payment will be based on successful task completion at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.).

### 5. B Contract & Task Order Modifications

No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of any contract shall be effective without prior endorsement of the Procurement & Grants Coordinator **and** written approval of WTA's General Manager, or designee(s). Oral changes, amendments or agreements are not permitted and will not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of any contract on behalf of WTA. WTA may refuse payment for work performed without the proper endorsement and written consent.

At a minimum, change orders or task orders must have a detailed statement of work, and a price accurately reflecting the level of effort required by the Contractor. Changes resulting in price adjustments must be submitted with Contractor cost data. This includes the vendors profit as it pertains to the change. Profit will reflect the complexity of the work, Contractor's risk including investment and what is typical for the industry. WTA reserves the right to negotiate profit as part of the change order<sup>18</sup>. Similarly, all changes will show indirect costs (overhead and General & Administrative) allowable according to FAR Part 31.

Either party may initiate a Change Request to the other in writing. Failure to agree to any adjustment shall be a dispute (Appendix A) however, nothing shall excuse the Contractor from proceeding with the Contract Work as changed.

WTA reserves the right to add or delete items, as determined to be in its best interest. Provided changes are reasonably expected in the performance of this Contract and subsequent ITS implementation projects. Such additions or deletions will be by mutual agreement at prices consistent with the original proposal, and evidenced by a written contract Amendment issued by WTA. Changes for a significant increase or decrease in size or scope of the Contract will not be allowed.

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<sup>18</sup> FTA C4220.1F rev G, Chapter VI, 6, a, (2).

Any plan or method of work suggested by WTA to Contractor, but not specified in writing under a contract change, if adopted or followed by Contractor in whole or part, shall be at the risk and responsibility of Contractor and WTA shall assume no responsibility.

### 5. C Disadvantaged Business Enterprise (DBE) Contracting

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WTA's overall goal for DBE participation is **0%**. A separate contract goal has not been established for this procurement.

- A. WTA participates in the Federal Department of Transportation Disadvantaged Business Enterprise (DBE) program. A copy of WTA's DBE Program is available at [www.ridewta.com](http://www.ridewta.com)
- B. DBE and Small Business Enterprise (SBE) outreach and use is required for this contract. Bidders are required to make good faith efforts in recruiting DBE's and SBE's in the preparation of their bids. Examples of good faith efforts to be demonstrated and documented by the prime contractor include the following:
  - a. Attendance at any pre-solicitation or pre-bid meetings that were scheduled by WTA to inform DBEs of contracting and subcontracting opportunities
  - b. Advertisement in general circulation, trade association and minority-focused media concerning the sub-contracting opportunities
  - c. Provision of written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBE to participate effectively (and documenting the contact)
  - d. Follow-up of initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested
  - e. Provision to interested DBEs of adequate information about the plans, specifications and requirements of the contract (and maintaining record of such contract)
  - f. Negotiation in good faith with interested DBEs not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities (and be able to document any "unqualified")
  - g. Soliciting the aid of available minority community organizations; minority contractors' groups, local, state and federal minority business assistance officers; and other organizations that provide assistance in the recruitment and placement of DBEs (and be able to furnish records of such solicitation)
- C. A complete list of certified DBE and SBE's can be found at [omwbe.wa.gov](http://omwbe.wa.gov). Contractors are also encouraged to receive Federal DBE certification where applicable.
- D. Bidders are required to document all good faith efforts at utilizing DBE's and SBE's. Good faith efforts will be maintained and available upon request. A separate DBE

Unavailability Certification is required for each DBE contractor contacted but unable to participate in the project.

- E. Bidders will submit, with their bid, a Determination of Good Faith Effort. Failure to include the determination will be cause for bid rejection.
- F. A letter of intent (provided by WTA) is required from all DBE's that will be subcontracted work on this contract.
- G. The successful Contractor will be required to submit a Prompt Payment Certification with each Progress Payment. WTA's Procurement & Grants Coordinator reserves the right to interview subcontractors or visit subcontractors work site to verify the information submitted on the Certification.
- H. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of contract performance. This report includes the business name and address, amount of the sub-contract, amount and date of payments.
- I. The prime contractor shall notify WTA Procurement & Grants Coordinator/DBELO in writing of any delay or postponement of payment beyond ten (10) business days and such written notification shall set forth, with appropriate documentation, the full details of the reasons upon which the prime contractor is basing its actions. WTA shall not be obligated to make a progress payment or final payment to a prime contractor who has failed to make payments promptly to its subcontractors, and for which WTA has made payment, without good cause. The remedies WTA has available to enforce the DBE requirements contained in its contracts include, but are not limited to, the following:
  - a. Breach of contract action pursuant to the terms of the contract. The intent of proceeding will be to initiate corrective action on the part of the Contractor. If the corrective action is not implemented, the Contractor will be terminated in accordance with the terms of the contract.
  - b. Inform the Washington Department of Transportation and FTA of any false, fraudulent, or dishonest conduct regard the DBE Program. Beyond the power of WTA within the contract terms, the Federal government has available the following mechanisms that apply to firms participating in the DBE program:
  - c. Suspension or debarment proceedings pursuant to 49 CFR Part 26.
  - d. Enforcement action pursuant to 49 CFR Part 31.
- J. The Contractor will promptly notify WTA's Procurement & Contracts Coordinator/DBELO whenever a subcontractor performing work related to this contract is terminated or fails to complete its work. The Contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of WTA.

Failure to comply with any of these contract requirements may result in withheld payment, debarment or suspension, or contract termination. In this event, Contractor will be subject to civil penalties of up to 10% of the amount of the contract or up to \$5,000 for each violation under RCW 39.19.090.

## 5. D Buy America<sup>19</sup>

Buy America does not apply to this contract. Some Task Orders resulting in construction, remodeling, maintenance, or alterations will. Therefore, any Federally funded Task Order will be executed with Buy America compliant materials whenever applicable. WTA will be the sole judge of Buy America compliance on the part of required materials.

## 5. E Recycled Products and Solid Wastes

The Federal recycled product and solid waste disposal requirements do not apply to this contract. Some Task Orders resulting in construction, remodeling, maintenance, or alterations will. Therefore, any Federally funded Task Order will be executed with compliant materials whenever applicable<sup>20</sup>. WTA will be the sole judge of compliance on the part of required materials.

## 5. F Sub-Contracts

Contractor shall perform at least 50% of the work with its own organization.

WTA investigates sub-contractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or issued Task Order for replacing rejected sub-contractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A and Appendix B.

Contractor shall make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such good faith effort includes disclosing the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. For more information on DBE contracting requirements, please refer to Part 5.C.

Before the project starts, sub-contractors shall submit the following documents:

- Insurance requirements listed in Part 5.F or furnish proof of inclusion of the Prime Contractors insurance
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

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<sup>19</sup> 49 CFR Part 661

<sup>20</sup> 40 CFR Part 247 Subpart B, 40 CFR 247

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA is not responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

## 5. G Insurance Requirements

Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner<sup>21</sup>. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide.

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Property Damage including Premises and Operations
- Explosions, Collapse and Underground Hazards
- Medical Expenses
- Protective Liability
- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors
- Personal/Advertising Injury
- On Premises Pollution Coverage Extension (ISO CG 2415 Form or equivalent)
- Stop Gap Liability

Contractor and subcontractors must procure the following minimum insurance:

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
- Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.

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<sup>21</sup> RCW 48

- Professional Liability/Errors & Omissions in the amount of \$1,000,000 per occurrence.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming “WTA Agents & Employees” for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming “WTA Agents & Employees” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employees”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

## **5. H Limitations of Liability**

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution<sup>22</sup>.

## **5. I Economic Price Adjustment**

Beginning on the anniversary of the contract, WTA may consider a rate adjustment if requested by the Contractor in writing 30 days prior to contract anniversary. Rates are adjusted using the following index calculated over-the-year:

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Other Personal Services.

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<sup>22</sup> Article VIII, Section 7, “Credit not to be Loaned”



The increase allowed will be the difference between the current contract year and the previous year. Rates will not be adjusted more than 10% above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request within 30 days of receipt of request. If approved, a rate increase shall take effect 30 days after approval.

To illustrate:

*The contracted per mile cost is \$2.50. Using the above CPI for August 2014 and August 2015.*

<i>CPI for Current Period</i>	<i>239.630</i>
<i>Less CPI for Previous Period</i>	<i>222.578</i>
<i>Equals index point change</i>	<i>17.052</i>
<i>Divided by Previous Period CPI</i>	<i>222.578</i>
<i>Equals</i>	<i>0.077</i>
<i>Result multiplied by 100</i>	<i>0.077 x 100</i>
<i>Equals percent change</i>	<i>7.7</i>

*The adjustment will be based on the 7.7% change.*

*The adjustment of 7.7% would then be calculated: \$2.50 x 7.7% = \$2.69. The per mile cost would then be increased to \$2.69 per mile.*

*Should the referenced CPI-W index be discontinued, the index for All Items will be used*

## Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the Proposer's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are, including all applicable case law. Proposers should additionally recognize the standards which it/he/she may need to meet to protect any "trade secrets" from disclosure under a PDR.

WTA will not execute non-disclosure or confidentiality agreements.

### Proposals Marked Confidential

If WTA receives any PDR that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by any Proposer labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure which is available to WTA itself, will be initially withheld and WTA will notify a Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the PDR public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer or Contractor assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert costs and attorneys' fees it incurs arising from dealing with Proposer's labeling of any portion of the submission as "Confidential" or "Proprietary," including those arising from any legal action commenced by Proposer. Submission of a proposal is agreement with this section.

### Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. A Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a PDR will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. A Proposer will need to seek judicial approval to prevent such disclosure, at its/his/her expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

## Part 7 – Exhibits and Appendix

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Notarized Conflict of Interest Certification (Exhibit E)
- Debarment, Compliance, Conflict of Interest (Exhibit F)
- SBE/DBE Determination of Good Faith Effort (Exhibit G)
- SBE/DBE Unavailability Certification (Exhibit H)
- Certification of Restrictions on Lobbying (Exhibit I)
- A Submission Package (Part 3E)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Exhibits and Appendices
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract
- Task Orders / Purchase Orders

The below exhibits and appendices are embedded into the RFP as indicated with this symbol:    
Proposers are responsible for ensuring they can access them.

<b>Exhibit A:</b> Proposal Form		<b>Appendix A:</b> General Contract Terms and Conditions	
<b>Exhibit B:</b> Vendor Info & References		<b>Appendix B:</b> Federal Terms & Conditions	
<b>Exhibit C:</b> Price Proposal	RESERVED	<b>Appendix C:</b> Sample Contract	
<b>Exhibit D:</b> Request for Contract Clarifications or Alternates			
<b>Exhibit E:</b> Conflict of Interest Statement			
<b>Exhibit F:</b> Debarment, Compliance, Conflict of Interest			
<b>Exhibit G:</b> SBE/DBE Determination of Good Faith Effort			
<b>Exhibit H:</b> SBE/DBE Unavailability Certification			
<b>Exhibit I:</b> Certification of Restrictions on Lobbying			