



OLYMPIA, WASHINGTON

**REQUEST FOR PROPOSALS
PROJECT 1910**

CONSULTANT SERVICES FOR CAD/AVL SOLUTION

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:
February 6, 2019

PRE-PROPOSAL MEETING:

Date: February 13, 2019
Time: 2:30 p.m. Pacific Time (PT)
Location: 526 Pattison Street SE, Olympia, WA 98501

QUESTION/CLARIFICATION DEADLINE:

Date: February 18, 2019 **no later than**
Time: 12:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:

Date: March 4, 2019 **no later than**
Time: 3:00 p.m. (PT)

CONTACT PERSON:

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LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS
Consultant Services for CAD/AVL Solution

INTERCITY TRANSIT
PROJECT 1910

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing consulting and project management services to replace and enhance our existing Computer Assisted Dispatching (CAD) and Automatic Vehicle Location (AVL), collectively referred herein as CAD/AVL solution.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 1910 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional Pre-Proposal Meeting will be held on February 13, 2019 at 2:30p.m. (PT) at Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501.

Proposals are due no later than March 4, 2019, 3:00p.m. (PT).

Please contact Jeff Peterson, Procurement Coordinator, by phone at (360) 705-5878 or email at jpeterson@intercitytransit.com with any questions regarding this solicitation.

Intercity Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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, national origin, or sex in consideration for an award.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, veterans, and small businesses. All businesses are encouraged to apply.

This project will initially be funded by local funds.

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 Daily Journal of Commerce
 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 BACKGROUND AND STATEMENT OF PURPOSE

Intercity Transit (Transit) is a Washington State Municipal Corporation organized under RCW 36.57 and is responsible for providing public transportation services primarily in the Thurston County region since 1981. Our agency currently serves a district of approximately 179,000 people in an area of approximately 100 square miles. Our fixed route and paratransit revenue fleet consists of 71 coaches and 47 paratransit vehicles and is anticipated to expand over the next ten years. Funding is derived from local sales tax, federal grants, state grants, and fares. For more information about Intercity Transit please visit: <https://www.intercitytransit.com/agency/plans-publications-fact-sheets>.

Transit's existing CAD/AVL system is outdated, costly to maintain, and no longer adequate. Accordingly, Transit seeks to partner with a highly experienced and knowledgeable public transit consultant to assist in identifying the most cost effective CAD/AVL upgrade path that satisfies our operational needs while protecting our investment. The project goal is to realize improved operational efficiencies and support our mission to provide and promote public transportation choices. Doing so will require strong technical integration, project management, and leadership skills necessary to successfully spearhead the solution selection process and implementation.

The selected consultant shall NOT be eligible for award of subsequent contracts whether serving as a prime or subconsultant.

1.2 OVERVIEW OF PROPOSER QUALIFICATIONS

The selected consultant is expected to:

1. Possess a breadth of transit operational expertise and experience.
2. Have a strong working knowledge of transit technology, cellular and radio communication systems, best practices, standards, trends as well as understand the merits and pitfalls of the various solutions found in the marketplace.
3. Be objective and unbiased while also proficient at guiding client decision making based on data, market research, economics, and sound reasoning.
4. Have a track record for success as a project manager and systems integrator.
5. Be skilled at consensus building and leading diverse stakeholder meetings.
6. Be able to identify opportunities to achieve economies and efficiencies through value stream mapping discussions and brain storming sessions.
7. Possess strong problem solving and trouble shooting skills.
8. Be able to efficiently gather and synthesize relevant market research data to aid in Transit decision making.
9. Be a strong communicator and produce high quality reports, plans, and presentations.
10. Be reliable, trustworthy, and committed to producing a successful outcome.
11. Be knowledgeable of data collection techniques for use in Transit analytics.

1.3 FUNDING

Local funds have been allocated for the implementation of this project. Transit may seek federal grant assistance as the project progresses. The selected consultant will be subject to all provisions prescribed for third party Contracts by that financial assistance agreement, including the Federal provisions in the Contract conditions contained in this document.

1.4 CONTRACT AWARD

Transit intends to award a contract to a CAD/AVL industry expert to the responsive, responsible, consultant determined to be the most advantageous to Transit.

The award is to be a firm fixed priced contract based on hourly rates and not to exceed hours based on specific tasks. Travel costs will be negotiated with the apparent successful proposer.

1.5 CONTRACT TERM

The initial term of the Contract resulting from this RFP will be for one (1) year from date of execution. The Contract may be extended for four (4) additional one (1) year terms. The total Contract term will not exceed five (5) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

SECTION 2 – GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Jeff Peterson
Email Address: jpeterson@intercitytransit.com
Phone: 360-705-5878
Address: Intercity Transit
526 Pattison Street SE
Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-Proposal date or Proposal Due Date and Time on Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	February 6, 2019
Pre-Proposal Meeting	February 13, 2019 at 2:30 p.m.
Questions and Requests for Clarifications Due	February 18, 2019 by 12:00 p.m.
Proposal Due Date and Time	March 4, 2019 by 3:00 p.m.
Evaluations Begin	March 5, 2019
Anticipated Interviews	March 18, 2019
Anticipated Contract Award Date	April 17, 2019
Anticipated Contract Start Date	May 1, 2019

2.3 PRE-PROPOSAL MEETING

Transit will host an optional Pre-Proposal Meeting visit at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend in person or teleconference (contact Procurement Coordinator to coordinate teleconference). This meeting will provide prospective Proposers an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [WEBS](#).

Pre-Proposal Meeting Date: February 13, 2019
Pre-Proposal Meeting Time: 2:30 p.m. (PT)
Pre-Proposal Meeting Location: Intercity Transit Administration Facility
526 Pattison Street SE
Olympia, WA 98501

2.4 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

2.5 EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP.

2.6 QUESTIONS AND CLARIFICATION REQUESTS

Proposer questions and/or requests for clarification regarding this RFP will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFP. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.7 SOLICITATION STANDARDS

The Solicitation Standards information is included in Section 4.

The Solicitation Standards contain important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. Proposers do not need to attach this document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

2.8 CONTRACT TERMS

A Sample Contract has been included in Section 8. Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during the procurement process or negotiation of the final Contract.

2.9 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract.

SECTION 3 – SCOPE AND SPECIFICATIONS

3.1 GENERAL STATEMENT

Transit's current CAD/AVL system was installed in 2007 and is in need of replacement. Our ability to utilize CAD/AVL technology to optimize our operations and transportation choices are not being realized. Wireless services continue to evolve and advance but our CAD/AVL system is not able to take advantage. Transit is considering alternative revenue collection methods and it is expected that the replacement CAD/AVL technology will be compatible with multiple on-board fare collection system, as needs may change over time. Accordingly, a highly experienced, knowledgeable, and technically savvy public transit consultant is needed to aide Transit in determining the optimal upgrade path and to ensure the resulting implementation is a success.

3.2 CURRENT ENVIRONMENT

The CAD/AVL system currently uses a combination of Orbital (Version 13 supported by Conduent) and RouteMatch Software. The following seven distinct agency departments/divisions interact with the CAD/AVL in unique ways:

- Fixed Route
- Information Services
- Planning
- Paratransit
- Maintenance
- Finance
- Executive Management

An overview of how each department interacts with these systems is provided below to include a list of known deficiencies, inefficiencies and success attributes.

3.2.1 – Fixed Route

Fixed Route primarily uses the CAD/AVL system for communicating voice and text to coach operators (dispatching) and vehicle location on live maps through radio frequencies.

Radio, text, passenger transfers, and request to talk (RTT) messages are performed through Orbital software. Centracom is another program that is used for radio communications by Operations Supervisors.

On vehicle processing of vehicle schedules and blocks, route adherence, driver information, etc. are entered into Orbital by Planning through a scheduling/runcutting and GIS mapping sequence. Passenger transfer requests by an operator are also handled through the Orbital system. In addition, Maintenance sends a paper list of available vehicles to Operations each day, as this is not integrated into Orbital.

Fixed Route has identified the following deficiencies and inefficiencies of the current environment:

- a. Two separate systems, Orbital and GenFare/GFI, are used to collect data, and they do not always communicate well.

- b. The workflow processes for Dispatchers are cumbersome and inefficient, especially during emergencies.
- c. Communication systems, both voice and data, fail to cover the entire service area, including out-of-area coverage dropping off significantly near downtown Tacoma due, in part, due to the geography of that area. This limitation also results in third-party smartphone apps, including OneBusAway, from accurately calculating and reporting the estimated time of arrival for buses when they are operating beyond the range for radio transmitted data.
- d. Mapping software does not provide an adequate level of accuracy, potentially caused by radio signal degradation.
- e. Current system does not facilitate information sharing between Dispatch, Customer Service, and Marketing and there are limited sharing of resources with the public.
- f. The Driver user interface is cumbersome and not intuitive.

Fixed Route would define a successful as:

- a. A solution that delivers reliable voice and data communications.
- b. An intuitive system that is easy to learn and use by Operators, Supervisors, and Dispatchers.
- c. A system that is capable of reconstructing historical events in a more timely fashion.
- d. A system that provides a very accurate vehicle location.
- e. A solution that is adaptable to meet emergency management needs.

3.2.2 - Information Services

The Information Services Department (IS) is responsible for maintaining the server and client computers, wired and wireless networking, as well as parts of the radio infrastructure.

IS has identified the following deficiencies, inefficiencies, and opportunities of the current environment:

- a. Parts for the radio infrastructure are either unavailable or extremely difficult to find.
- b. The server, client, and radio infrastructure is complex and difficult to manager.
- c. Weak radio signal strength does not provide adequate coverage of our service area. This causes data, including GPS location to not be received by the server from the vehicle.
- d. Real-time General Transit Feed Specification (GTFS) output is not on the current version. Newer versions present more options and thus would lead to better real-time information for our customers.
- e. Network and application security vulnerabilities exist due to legacy technologies required by the CAD/AVL system.

IS would define a success as:

- a. Buses that use a redundant, IP-based cellular connection to communicate over the wide area network (WAN). The connection should provide redundancies and guaranteed bandwidth on the cellular network in the event of emergencies.
- b. Server requirements should not include physical hardware. They should run on either a virtual machine hosted by Transit or off-site in the cloud. If hosted by Transit, they need to be compatible with Transit's backup and replication software.
- c. The user interface should be accessible over the web instead of an application installed on the PC directly.
- d. Servers should be maintainable within a 24/7 operation with minimal staff intervention. This includes ensuring fail-safe protections and redundancies, where one failing component would not bring down the server or network infrastructure.
- e. A CAD/AVL supplier that is easy to work with and has a proven record of providing great customer support.
- f. A system that can change when security standards and our business needs do.

3.2.3 - Planning

Planning is responsible for consolidating data processed from service planning and runcutting software, Transit Master Scheduler (TMS), into the CAD/AVL system (Orbital).

Planning has identified the following deficiencies, inefficiencies, and opportunities of the current environment:

- a. The schedule export and processing is not efficient. The current CAD/AVL system requires multiple sources of data fed through several different software programs, including:
 - i. TMS Blocking and Runcutting software,
 - ii. Remix sketch planning tool used for the creation of shape files,
 - iii. An old version of Central Recording Station (CRS), or "The Talking Bus" developed by Digital Recorders, now owned by Clever Devices, for supporting automated voice announcements (AVA).
- b. The compilation of data to export to the coaches does not consistently work properly.
 - i. Data compiled for the CAD/AVL includes the TMS interface upload, schedule and route patterns, bus stop locates and electronic zone configurations.
- c. The data collected by the on-board coach system is not consistent and therefore the reports used for analysis can be incomplete or difficult to export into other software.

- d. The reporting tools and analysis cannot be expanded easily as demand for different reporting functions grow. Given that the service area population is expected to exceed 200,000 within a few years, reporting requirements for federal review will increase.

Planning would define a success as:

- a. A reliable solution that does not “crash” when a single module fails.
- b. A CAD/AVL solution that provides reliable data of passenger counts, alighting, and on-boarding locations.
- c. A solution that captures meaningful data to produce reports that can achieve operational efficiencies.
- d. A system that is more user friendly, with manuals and/or on-line assistance to that provides an improved user interface.

3.2.4 – Paratransit

Paratransit currently utilizes the CAD/AVL for vehicle location and dispatch communication. They use the software program RouteMatch for their ride scheduling operations. Manifests can be pushed to either CAD/AVL MDT’s via connection to RM Link or to Samsung Tablets via connection to RM Mobile app. Paratransit management added Tablet functionality in 2015 because it also offers turn by turn directions for Operators not available through the current CAD/AVL MDT product. Paratransit uses Tablet functionality for manifests, but has redundancy to fall back to MDT’s for manifest functionality when needed.

Paratransit have identified the following deficiencies, inefficiencies and opportunities of the current environment:

- a. Radio equipment is old and failing. There are gaps in radio communication coverage throughout the service area.
- b. Transit operates several different programs, primarily Operations uses Orbital and Paratransit uses RouteMatch. It is cumbersome to bring together data from both systems and Operators need to know how to operate multiple systems.
- c. Although the CAD/AVL does link to RouteMatch through RM Link, this function is not reliable as it fails frequently.

Paratransit would define a success as:

- a. A solution that is easy to use by Operators and Dispatchers.
- b. A reliable system that minimizes loss of communication, manifests and vehicle location between Operators and Dispatchers.
- c. A single solution that provides Fixed Route/Paratransit CAD/AVL plus ride scheduling.

3.2.5 – Maintenance

Maintenance is responsible for installing and repairing the hardware that supports the CAD/AVL system.

Maintenance also receives live vehicle health reports from the system that allows them to make decisions when to pull vehicles out of service.

Mechanics use the mapping system to locate the vehicles in the yard or in service.

Maintenance has identified the following deficiencies, inefficiencies, and opportunities of the current environment:

- a. The CAD/AVL system constantly monitors the coach communication system (J1708, J1939, or CAN depending on the year of the coach) but the CAD/AVL system has had difficulties keeping up with the latest coach communication systems.
- b. The health system is currently sending several “false” alarms and is no longer reliable. It is unclear if the health reporting system is being used to its fullest potential.
- c. A failed IVU can directly affect critical data communication infrastructure on the coach, taking it out of service.
- d. The process in which Operators report problems is inefficient. This is currently a paper based process with manual entry of data into a different system, Fleetnet, for the record of the work order.

Maintenance would define a success as:

- a. A CAD/AVL system that can successfully read current and future coach programming codes as technology standards progress.
- b. A system that provides accurate and useful vehicle health reports.
- c. Equipment that is reliable or can be readily maintained.
- d. Streamlined communication with Dispatch regarding vehicle availability and incidences.
- e. A solution that delivers accurate vehicle tracking/location capabilities.

3.2.6 – Finance

Finance does not collect data directly from the CAD/AVL system, but compiles reports for NTD utilizing information processed from multiple divisions and data from Fleetnet software.

Finance has identified the following deficiencies, inefficiencies, and opportunities of the current environment:

- a. Not all available Fleetnet modules have been purchased. The FleetNet modules that Transit owns may not be used to their fullest potential.

Finance would define a success as:

- a. Efficient data transitioning from Operations/Dispatch/Scheduling/ Planning to Finance for payroll.

3.2.7 - Executive Management

Executive Management relies on data provided from the CAD/AVL system to make business decisions and to meet State and Federal reporting requirements.

Executive Management would define a success as:

- a. A solution that generates accurate and meaningful reports that facilitate and support sound decision making.
- b. A solution that produces information needed to meet State and Federal reporting requirements.
- c. A solution that overcomes the inadequacies of our current systems while minimizing disruption to operations.

3.3 SPECIFIC TASKS

The selected consultant shall, in collaboration with stakeholders, formulate a Transit approved upgrade path, and a consultant led comprehensive implementation plan. These activities shall include, but are not limited to:

- **Phase One** - Conduct a strength, weakness, opportunity and threat (SWOT) assessment of the current environment and then detail the results in a written report.
- **Phase Two** - Develop detailed performance specifications, minimum requirements and a cost estimate for the replacement system that Transit will use in solicitation development. In so doing, the Consultant shall consider industry best practices, industry trends in cellular and radio infrastructure, Transit budget constraints, and project objectives.
- **Phase Three** - Provide guidance and recommendations during the procurement process to aid Transit in selecting the most viable and cost effective solution provider.
- **Phase Four** - Provide project management services to ensure that the overall implementation is a success.

A. Phase One: Examination of current environment.

In Phase One, the consultant will conduct a SWOT analysis by reviewing and analyzing the existing workflow of the system. The results will support specification development to be conducted in Phase Two. By the end of Phase One the consultant shall, at a minimum, complete the following tasks:

- Inventory existing infrastructure of the current system and conduct a cost benefit analysis.
- Host meetings with each of the impacted departments to supplement understanding of the current environment and identify opportunities for improvement.
- Research the resulting ideas for improvement and lead the follow-up discussions to ensure fully informed recommendations and decision making occurs.
- Assess what if any impact the upgrade options may have on related projects that are either planned or underway within Transit.
- Identify the minimum functionality, features and performance specifications that the resulting solution must include to meet project objectives.
- Identify any current or potential regulatory, licensing, or political issues that will need to be considered as part of the selection process.
- Describe any other potential issues or factors that Transit should consider based on the consultant's experiences, expertise, and research.
- Summarize the SWOT analysis findings in a detailed written report. Include sufficient context to give Intercity Transit project staff a standard base to evaluate the system alternatives recommended in Phase Two.

B. Phase Two: Specification Development

In Phase Two, the consultant will provide the technical expertise, information, and recommendations that Transit will need in developing a solicitation for the replacement solution. By the end of Phase Two the consultant shall, at a minimum, complete the following tasks:

- Develop minimum performance specifications, features, and functionality of the resulting solution to include a recommended comparative weighted value for each.
- Develop a list of desirable features and functionality that Transit may also want to consider should our budget accommodate.
- Ensure specification development considers flexibility for future upgrades and enhancements so as to best protect our investment.
- Develop a detailed cost estimate for resulting solution that Transit will use to assess price reasonableness.
- Review the resulting solicitation document and make recommendations as warranted.

C. Phase Three: System Procurement

In Phase Three, the consultant will provide recommendations, technical expertise, and supporting documentation needed in the procurement process as necessary to ensure that Transit is able to make a fully informed and viable selection. By the end of Phase Three the consultant shall, at a minimum, complete the following tasks:

- Recommend opportunities for maximizing competition.
- Assist Transit in responding to any technical inquiries.
- Contribute in the scoring of the vendors' proposed solution.
- Participate in vendor interviews and scoring as requested by Transit.
- Assist in contract negotiations and preparation.

D. Phase Four: System Implementation

In Phase Four, the consultant will provide project management services to ensure the implementation and launch of the new solution is a success. This will include ensuring a seamless transition to the new system with minimal disruption to Transit operations. The consultant's project plan to accomplish will be dependent upon the selected solution and will therefore be negotiated at the completion of Phase Three. By the end of Phase Four, the consultant shall, at a minimum have completed the following tasks:

- Develop and implement a Transit approved project schedule in coordination with Transit.

- Develop and implement a communication plan that facilitates continuity of work, minimal misunderstandings, and a seamless rollout of the replacement system.
- Monitor the vendor's work to ensure the project remains on schedule and within the proposed budget.
- Work with solution provider(s) and Transit to resolve unforeseen project problems as they arise in a timely and cost effective manner.
- Oversee testing of the replacement system until the solution it is fully operational.
- Ensure the solution provider(s) provides Transit staff with sufficient training and system documentation that facilitates learning and system operation.
- Provide ongoing technical support services on a negotiated basis once the replacement system has become fully operational.

PROPOSER SECTION 4 – SOLICITATION STANDARDS

4.1 DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Intercity Transit.

Agency	Intercity Transit (Transit).
Amendment or Addendum	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
Authorized Representative	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
Bid	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB).
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days will prevail.
Contract	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
Consultant	Any person having a contract with Intercity Transit.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
Proposal	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP) or Request for Qualifications (RFQ).
Proposer	A Vendor who submits a Proposal in reply to a Solicitation.
RCW	Revised Code of Washington
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the Contract.
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal

Solicitation	The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.
Subconsultant	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Consultant.
Vendor	A provider of materials, supplies, services, and/or equipment.

4.2 AMENDMENTS AND ADDENDA

Transit reserves the right to amend this Solicitation at any time before the Proposal due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All Addenda will be posted on [Washington’s Electronic Business Solution](#) (WEBS). It is the Proposer’s sole responsibility to check periodically for Addenda related to this Solicitation.

4.3 COLLUSION

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

4.4 SUSTAINABILITY COMMITMENT

Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Our Environmental and Sustainability Policy directs all employees including those working our behalf of Transit to be in compliance with all environmental laws and regulations, policy communication, pollution prevention, incorporation of sustainability practices in all operations, and maintaining an ISO14001 Certified Environmental and Sustainability Management System ([ESMS](#)).

Transit is committed to implementing core processes which set the basis for environmental, social, and economic sustainability. Transit administers these practices on an ongoing basis with a commitment to continual improvement. Should the resulting contract impact Transit’s sustainability commitments, Proposers may be required to provide relevant information about the goods or services being procured. Proposers may also be required to validate their ability to comply with Transit’s environmental management and sustainability practices.

4.5 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION

The Successful Proposer will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention

of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

4.6 INSURANCE

The Successful Proposer is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Proposer or its Subconsultant(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Proposers will find a complete description of the specific insurance requirements in the Sample Contract document located in Section 8 of the Solicitation document.

4.7 MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subconsultants. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

4.8 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Proposer.

4.9 NO OBLIGATION TO CONTRACT

This Solicitation does not obligate Transit to contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

4.10 POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The Awarded Consultant is responsible to ensure that all employees and any Subconsultants assigned to work on Transit property are aware of and comply with these policies.

4.11 PROJECT PERSONNEL

Proposer represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Proposer, its employees, agents, representatives, or authorized Subconsultants. Upon Contract award, Consultant will not change assigned project personnel or subconsultants without prior Transit approval.

4.12 PROPOSAL CLARIFICATION

Transit will make the sole determination of clarity and completeness in the Proposals relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Proposers to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

4.13 PROPOSAL COSTS

Proposer is solely liable for any and all costs associated with preparing, submitting or presenting a Proposal in response to this Solicitation. Transit is not liable for any cost incurred by the Proposer in the process of responding to this Solicitation.

4.14 PROPOSAL DEADLINE POSTPONEMENT

Transit reserves the right to postpone the Proposal due date and time at any time prior to the set due date and time.

4.15 PROPOSAL OWNERSHIP

All Proposals and materials submitted in response to this Solicitation will become the property of Transit. Information in each Proposal will be shared with Transit employees and other persons involved in Proposal evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

4.16 PROPOSAL REJECTION

Transit reserves the right to reject any Proposal for any reason including, but not limited to, the following:

- A. Any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Proposal which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Proposal from Proposer(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Proposal for which a Proposer fails or neglects to complete and submit any qualification information within the time specified by Transit; and

- E. Any Proposal submitted by a Proposer who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Proposals, to waive any minor irregularities or informalities (without obligation) in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Proposal, the Proposer waives and releases any claims against Transit arising from rejection of any or all Proposals.

4.17 PROPOSAL WITHDRAWAL OR MODIFICATION

A modification of a Proposal already received will be considered only if the modification is received prior to the Proposal due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

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

Proposers may withdraw their Proposal by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Proposal due date and time. Proposals may be withdrawn in person by the Proposer or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Proposal before the Proposal due date and time.

No Proposer may withdraw a Proposal after the Proposal due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Proposal due date and time. Transit reserves the right to request that Proposers grant an extension of such effective period.

Transit will not give consideration to a claim of error in a Proposal unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Proposal opening. Any review by Transit of a Proposal and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Proposal errors rests with the Proposer.

4.18 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Proposals or the number of Proposals received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in Proposals is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include data in their Proposals which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that

Proposer desires to claim as proprietary in the Proposer Information section of the Proposal Submittal Document titles "Proprietary or Confidential Information".

4.19 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

- A. **Right to Protest.** Any actual or prospective Proposer, including sub-consultants and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFP shall be submitted in writing to the Intercity Transit General Manager prior to the established Proposal due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Proposal date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Days following the receipt of the General Manager's written determination will not be accepted.
- B. **Stay of Procurements During Protests.** In the event of a timely protest, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Proposer should have been awarded the Contract under the solicitation, but is not, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
 1. The name and address of the aggrieved person;
 2. The project number and title under which the protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting documentation; and
 4. The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit
Attention: General Manager
526 SE Pattison Street
Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, the Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to

know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

4.20 SINGLE PROPOSAL RECEIVED

If Transit receives a single responsive, responsible Proposal, Transit shall have the right, in its sole discretion, to extend to the Proposal acceptance period for an additional forty-five (45) Calendar Days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Proposal. Transit reserves the right to reject such Proposal or any portion thereof.

4.21 WORK PROGRESS AND COMPLETION

Progress and completion of the work must comply with all stated requirements. The submission of a Proposal shall constitute the Proposer's acknowledgment that such progress and completion requirements are taken into account in formulating Proposer's pricing.

4.22 WORK SITE INSPECTION

Proposer must understand and inspect the work location(s). Interested Proposers may visit the location during the scheduled Pre- Proposal Meeting. By signing its Proposal, Proposer is accepting the work conditions. The Awarded Consultant will be responsible to complete all required work in accordance with the Solicitation and Contract Documents. If during the course of or as a result of the inspection and examination, a Proposer finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the Proposer relating to the work, the Proposer will promptly notify Transit in writing and request additional information and explanation before submitting a Proposal.

PROPOSER SECTION 5 – PROPOSAL SUBMITTALS

5.1 SUBMITTAL INSTRUCTIONS

Proposer must submit a Proposal in the following manner:

A. Proposal: Proposer must complete and submit all submittal documents noted herein, as their Proposal. One (1) hard copy and one (1) electronic copy of the Proposer's complete Proposal must be received by Intercity Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Proposal is to be typed and submitted on 8.5" x 11" white paper in a bound format that allows the pages to lie fully flat when open.
2. *Electronic Copy:* The electronic copy Proposal is to be submitted on a USB flash drive or CD-RW/CD-ROM, labeled with the RFP number and Proposer's name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.

B. Delivery of Proposal: The Proposal must be delivered as follows:

1. Enclose the hard copy and electronic copy of the Proposal together in a single envelope or container and label as follows:

**Intercity Transit
Project 1910 – Consultant Services for CAD/AVL Solution
Attn: Jeff Peterson
526 Pattison Street SE
Olympia, WA 98501**

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Proposal due date and time. The telephone number for shipping purposes is (360) 705-8585.

C. Time of Receipt: Time of receipt will be determined by the date and time the Proposal is received by Transit's Administrative Office Receptionist. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery.

Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Proposal, the electronic copy will prevail.**

5.2 LATE PROPOSALS

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist.

5.3 PROPOSER RESPONSIVENESS

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 6 – EVALUATION AND AWARD

6.1 OVERVIEW

The responsive responsible Proposer for the CAD/AVL project that is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit’s final approval as to whether they meet all RFP requirements.

6.2 EVALUATION CRITERIA

Scores will be assigned a relative value of importance for each scored section as follows:

PHASE 1 EVALUATION – QUALIFICATIONS, PLAN AND PRICE

No.	Criterion	Max Points
1.	Public Transit Experience, Technical Expertise, and Knowledge	70 points
2.	Project Management Expertise	70 points
3.	Problem Solving and Consensus Building Expertise	60 points
4.	Public Transit System Integration Experience	50 points
5.	Staff Qualifications and Experience	50 points
6.	Approach and Methodology	50 points
7.	Pricing	50 points
Total Possible Phase 1 Points:		400 Points

PHASE 2 EVALUATION – INTERVIEWS (OPTIONAL)

No.	Criterion	Max Points
1.	Interview	100 points
Total Possible Phase 2 Points		100 Points

6.3 EVALUATION PROCESS

1. Initial Determination of Responsiveness (pass/fail)

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether Proposer’s Response meets the Responsiveness criteria as set forth within this document. If all Responses are determined to be Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. Phase 1 Evaluation – Qualifications, Plan and Price (scored)

There are a maximum of **400 points** available for Phase 1 Evaluation. Evaluators will evaluate and score each element in Phase 1 except for pricing. The Procurement Coordinator will score pricing and tabulate the evaluation team’s scoring. Transit will calculate a single score for Phase 1 which Transit will use to determine the award or to determine which Proposer(s) will advance to Phase 2.

3. Phase 2 Evaluation - Interview (scored) (Optional)

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. If so, Transit will request the authorized representative and key project staff of the top-scoring Proposer(s) from Phase 1 to attend the interview at an agreeable date and time. Phase 2 scoring will be used exclusively throughout the remainder of the RFP evaluation process to determine the Successful Proposer. There are a maximum of **100 points** available for the interview. Commitments made by the Proposer during the interviews, if any, will be memorialized and considered binding.

4. Best and Final Offer (Optional)

Transit reserves the right to enter into a Best and Final Offer (BAFO) process with the top ranking Proposer(s) in Phase 2 if determined to be in the best interest of Transit. In so doing, Transit will schedule a meeting with the Proposer(s) to provide additional clarification about the project which the Proposer may consider in deciding whether or not to submit a BAFO. Afterwards, if a timely BAFO is received, the Evaluators may use this information to adjust and finalize the Proposer's Phase 2 score.

5. References (pass/fail) (Transit Review is Optional)

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

6. Evidence of Qualification (pass/fail)

Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Subconsultant's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

6.4 OVERVIEW OF THE AWARD PROCESS

The successful Proposer for the CAD/AVL project, if any, will be the responsive, responsible, qualified Proposer who's Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer.

Transit will make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

6.5 CONTRACT TERMS AND NEGOTIATIONS

The objective of negotiations is to reach agreement on all provisions of the proposed Contract. To assist in the negotiations, a Sample Contract is included in Section 8.

6.6 EXECUTION OF CONTRACT

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Consultant.

6.7 POST AWARD MEETING

The Awarded Consultant may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

SECTION 7 – SUBMITTAL DOCUMENTS

7.1 SUBMITTAL INSTRUCTIONS

Proposer must properly complete and submit all sections of this RFP Submittal Document as their Proposal by the Proposal Due Date and Time.

The Proposal must include all completed sections as listed below:

1. Cover Letter
2. Proposer Information
3. Subconsultant Information
4. Qualifications, Plan and Price Questionnaire
5. References
6. Debarment and Suspension Form
7. Certification Regarding Lobbying
8. Proposer Acknowledgements

Proposer will submit their complete Proposal in accordance with Section 4, Proposal Submittals, of the RFP document.

7.2 COVER LETTER

Submit a cover letter introducing the proposer and establishing interest in serving as Transit's CAD/AVL consultant. An individual authorized to commit the resources of the proposing firm must sign the letter.

The Cover Letter is to include, at a minimum, the following information about the Proposer and any proposed Subconsultants:

1. Identify the proposing firm or firms. If submitting as a team or joint-venture, identify the lead (responsible) party.
2. Clear statement(s) of the contractual relationship between the participating firms listed in Item 1 above.
3. Name, address, and telephone number of the individual who will represent the Proposer during contract negotiations with Transit.
4. A brief introduction of the proposing firm and key personnel committed to this project.
5. A brief statement describing the firm's related qualifications and experience researching CAD/AVL solutions.
6. A statement confirming capacity and availability to complete the requested work in a timely manner.
7. Specific acknowledgement of receipt of all Addenda issued prior to the Proposal due date and time.
8. Signature of the letter by an individual capable of committing the resources of the lead proposing firm.

7.3 PROPOSER INFORMATION

A. Proposer Profile:

Proposer must provide the following:

Firm Name	_____
DBA Name <i>(if applicable)</i>	_____
Street Address	_____
City, State, Zip Code	_____
Federal Tax ID Number	_____
WA State UBI Number	_____
DUNS #	_____

B. Proposer Authorized Representative:

Proposer must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFP process. Proposer's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name:	_____
Street Address:	_____
City, State, Zip Code:	_____
Telephone Number:	_____
Email Address:	_____

C. Proposer Company Information:

WA State Contractor Registration No.	
WA State Employment Security Dept. No.	
WA State Excise Tax Registration No.	
WA State Worker's Comp Account No. <i>(If you do not have an account, please explain why)</i>	
WA State L&I Debarred Contractor Is your firm disqualified from Proposing on Public Works contracts in WA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "yes", your firm is not qualified to Proposal on this project)</i>

D. Proprietary or Confidential Information

Proposer must indicate any pages and/or sections of their Response that Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW below. Indicate the pages of Proposer’s Response that have been marked “Confidential” and the particular exception from disclosure upon which the Proposer is making the claim below. Please see Section 4 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Proposer is instructed to enter “NA” in the box below.*

E. Certified DBE and SEB Status:

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Proposer is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

- Not Applicable
- DBE Certification #: _____
- SBE Certification #: _____

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subconsultants. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

F. Statement of Prior Contract Termination:

Proposer must disclose below if the Proposer’s firm and/or any proposed subconsultants have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party’s contact information (name, address, email address, and telephone number), and the Proposer’s position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. If not applicable, Proposer is instructed to enter “NA” in the box below.

7.4 SUBCONSULTANT INFORMATION

Check the applicable box:

- Yes Proposing firm intends on utilizing subconsultants to fulfill the service requirements outlined in RFP 1910, Consultant Services for CAD/AVL Solution.
- No

Consultant will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subconsultants. Where Subconsultants are used in the performance of the Contract, Proposer will indicate as required with the Response. Consultant will be held responsible for all work performed or not performed by the subconsultant(s). Subconsultant(s) will be required to bill through the Consultant. If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Proposer will identify below all subconsultants who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

Subconsultant 1

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

Subconsultant 2

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

Subconsultant 3

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

Subconsultant 4

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

7.5 QUALIFICATIONS, PLAN AND PRICE QUESTIONNAIRE

In this section, the Proposer is to describe in detail how and why your firm is best qualified to perform the work and satisfy the project objectives as described in the RFP. Please keep responses clear and concise. Your response to each of the items below should be limited to two (2) pages. You may attach supporting documentation and work samples that Transit may use for scoring purposes. Such information is to be labeled and associated to the related sections below.

A. Public Transit Experience, Technical Expertise and Knowledge (70 points).

Describe your firm's relevant public transit experience, technical expertise, including understanding cellular and radio infrastructures, and knowledge. Explain why your firm is best positioned to assist Transit in satisfying the stated project objectives.

Response:

B. Project Management Expertise (70 points). Describe your firm's project management expertise and explain why Transit can be assured that your firm is best positioned to lead this project and will meet the project goals on time and within budget. Describe why Transit can be assured that your firm possesses the leadership, initiative, organizational skills, and sense of ownership necessary to ensure a successful outcome.

Response:

C. Problem Solving and Consensus Building Expertise (60 points). Describe and give examples that demonstrate why Transit can be assured that your firm possesses the problem solving and consensus building skills necessary to ensure that the project goals will be met. Describe your experience, approach, and success in working with diverse stakeholder groups and delivering a successful outcome.

Response:

D. Public Transit System Integration Expertise (50 points). Describe your firm's experience implementing complex technical solutions and explain why Transit can be assured that your firm is best positioned to oversee a successful implementation of this project.

Response:

E. Staff Qualifications and Expertise (50 points). Describe staff experience working on projects that are similar in nature to this project. Provide brief resumes of the staff who will be assigned to this project. Identify each individual's role and area of expertise.

Response:

F. Approach and Methodology (50 Points). Describe your firm's approach and methodology to working with clients in uncover and implementing viable and cost effective solutions to a complex business problem that is similar to this project. Describe why Transit can be assured that your firm is best positioned to produce a successful outcome that satisfies project objectives by applying this approach and methodology.

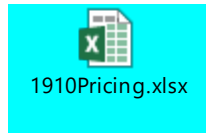
Response:

G. Pricing (50 Points). Complete the appropriate Excel worksheet embedded below. Identify all the project task and subtasks that your firm will be performing for Phases 1 through 3. The worksheets are built to auto calculate total figures. List all the personnel that will be working on this project to include their fully loaded billable hourly rate. Identify how many hours each staff member will be working on the tasks and subtasks which will calculate the total cost of the work to be performed for evaluation purposes.

Phase 4 will be negotiated between Transit and awarded consultant. Negotiations will be based on the personnel, time, and expenses required to successfully implement the solution acquired through the solicitation process.

Proposed Pricing for: CAD/AVL Project

Microsoft Excel



7.6 REFERENCES

Proposer must provide three (3) references for which the Proposer has provided consulting services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Proposer.

Reference 1

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference _____
Project Description: _____

Reference 2

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference _____
Project Description: _____

Reference 3

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference _____
Project Description: _____

*Type of Organization – Municipality, Public Agency, Etc.

7.7 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Instructions for Certification: By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its’ Principals and Sub-recipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: (1) Debarred, (2) Suspended, (3) Proposed for debarment, (4) Declared ineligible, (5) Voluntarily excluded, or (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for: (1) 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, (2) Violation of any Federal or State antitrust statute, or (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it: (1) Equals or exceeds \$25,000, (2) Is for audit services, or (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier consultant and subconsultant: (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be: a. Debarred from participation in its federally funded Project, b. Suspended from participation in its federally funded Project, c. Proposed for debarment from participation in its federally funded Project, d. Declared ineligible to participate in its federally funded Project, e. Voluntarily excluded from participation in its federally funded Project, or f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Consultant _____
 Signature of Authorized Official _____ Date ___/___/___
 Name and Title of Consultant's Authorized Official _____

7.8 CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ (First and Last Name), hereby certify On behalf of _____ (Company) that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

7.9 PROPOSER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Proposal (RFP), the undersigned, as Proposer, declares to that I/we have examined all of the Solicitation Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFP 1910, Consultant Services for CAD/AVL Solution, and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Proposal, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Proposer on the above work, or suppliers to put in a sham Proposal, nor any other person or corporation to refrain from Proposing. I/We have not in any manner sought by collusion to secure advantage over any other Proposers.

I/We agree that our Proposal constitutes an offer to Transit, which shall be binding for sixty (60) Calendar Days from the Proposal due date. If our Proposal is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written notice of award of Contract.

I/We certify that we are, at the time of submitting this Proposal and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the Solicitation Documents.

I/We further agree, if our Proposal is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We acknowledge receipt of addenda numbers ____ through ____ and have been taken into account as part of our Proposal.

The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Proposal "Non-Responsive". If our business is not required to have one of the following items, we have attached a letter explaining why.

I/We certify that we:

- a. Fully understand the manner in which payment is proposed;**
- b. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time agreed upon;**
- c. Have the insurance coverage required for this Contract; and**
- d. Are current in payment of industrial insurance premiums.**

The signatory below represents that he/she has the authority to bind the company named below to the Proposal submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Proposal. By submitting this Proposal, Proposer hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

Proposer Signature

Company Name

Title

Date

SECTION 8 - SAMPLE CONTRACT

Sample Contract Document: Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document **does not** need to be submitted, however Proposers are instructed to be familiar with it.

THIS CONTRACT is made and entered into upon date of fully executed agreement by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Consultant", for the purpose of providing and installing a Consultant Services for CAD/AVL Solution.

Consultant:	Firm Name
Authorized Rep:	Authorized Rep. Name
Address:	Street Address City, State Zip Code
Phone:	(###) ###-####
Email:	Email Address
Federal TIN:	##-####
WA State UBI No.:	###-###-###

1. RECITALS

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

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

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

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

2. PURPOSE

Provide Consultant and Project Management Services for Transit's CAD/AVL Solution.

3. SCOPE OF WORK AND SPECIFICATIONS

A. Consultant will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to complete the Consultant Services for CAD/AVL Solution Project No. 1910, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract 1910 Statement of Work, attached as Exhibit A
2. Consultant's Rate Schedule and Fees, attached as Exhibit B
3. Request for Proposals (RFP) 1910, Released [DATE], attached as Exhibit C
4. Consultant's Response to RFP 1910 dated [DATE], attached as Exhibit D

- B. In the case of any inconsistency between the Consultant's response to RFP 1910 and the Scope of Work and Specifications described herein, the latter shall control.

4. CONTRACT TERM

The initial term is one (1) year from date of execution. The Contract may be extended for four (4) additional one (1) year terms. The total Contract term will not exceed five (5) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

5. COMPENSATION AND METHOD OF PAYMENT

- A. This is a fixed-fee Contract. Transit will reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in a maximum amount not to exceed \$ _____, as described in Exhibit X.
- B. If Consultant fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Consultant until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to, and not in lieu of, Transit's right to terminate this Contract.

6. PROGRESS PAYMENTS

Consultant may request progress payments based upon the amount of work completed as required by the Scope of Work. Each request for a progress payment will include:

- A. The period of time covered by the request for payment.
- B. A list of the tasks completed during the period of time.

If Consultant fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Consultant until Transit is satisfied that corrective action, as specified by Transit, has been completed.

7. FINAL PAYMENT

Final payment shall be paid by Transit when the consultant demonstrates to the satisfaction of Intercity Transit that the work completed meets the requirements specified in the Contract documents. Once Intercity Transit has determined that this has occurred, Intercity Transit shall grant final acceptance of the work completed for this project and make final payments.

8. BILLING PROCEDURES

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Consultant except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Consultant will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to jpeter@intercitytransit.com. If Consultant is unable to submit invoices electronically, invoices may be submitted by mail to:

Intercity Transit
 Attn: Procurement Office
 526 Pattison Street SE
 Olympia, WA 98501

- C. Transit will submit payment for stated services to Consultant within thirty (30) days following Transit’s receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

9. CONSULTANT COMMITMENTS

Any written commitment by Consultant within the scope of this Contract will be binding upon Consultant.

10. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit’s Project Manager or his/her successor is responsible for monitoring Consultant’s performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit’s Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file, but will not require a formal Contract amendment.

Consultant’s Project Manager	Transit’s Project Manager
First Last	First Last
Company	Intercity Transit
Street Address	526 Pattison Street SE
City, State Zip	Olympia, WA 98501
Phone: (###) ###-####	Phone: (360) 705-####
Email address: [Enter email address]	Email address: flast@intercitytransit.com

11. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Consultant for acceptance. Contact information for the Contract Administrator is:

Jeff Peterson
 Intercity Transit
 526 Pattison Street SE
 Olympia, WA 98501
 Phone: (360) 705-5878
 Email address: jpeterson@intercitytransit.com

12. CHANGES

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

13. INDEPENDENT CONSULTANT RELATIONSHIP

- A. The parties intend that an independent consultant relationship between Consultant and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Consultant. No agent, employee, servant or representative of Consultant shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Consultant are not entitled to any of the benefits Transit provides to its employees. Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subconsultants or representatives during the performance of this Contract.
- B. In the performance of the services required by this Contract, Consultant is an independent Consultant with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Consultant.

14. NON-EXCLUSIVE PROVIDER

Transit reserves the right to obtain services or supplies not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

15. ASSIGNMENT

Consultant will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Consultant must seek consent from Transit, in writing, not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

16. HOLD HARMLESS AND INDEMNIFICATION

The Consultant shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Consultant or the Consultant's agents, employees, sub consultants, subconsultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable; provided, that nothing herein shall require a Consultant to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-consultants, subconsultants or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant or the Consultant's agents, employees, sub-consultants, subconsultants or vendors, of any tier, or any other persons for whom the Consultant is legally liable, and (b) Transit, its agents, officers, employees, sub-consultants, subconsultants and or vendors, of any tier, or any other persons for whom Transit may be

legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents, employees, sub-consultants, subconsultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable.

This provision shall be included in any Contract between Consultant and any sub-consultant, subconsultant and vendor, of any tier.

The Consultant shall also defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Consultant or the Consultant's agents, employees, sub-consultants, subconsultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the Contract of methods, processes, designs, information or other items furnished or communicated to Transit, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from Transit, or its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to Transit, its agents, officers and employees by the Consultant, its agents, employees, sub-consultants, subconsultants or vendors, of any tier, or any other persons for whom the Consultant may be legally liable.

The Consultant's relation to Transit shall be at all times as an independent consultant.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Consultant terminate this Contract if it is found after due notice and examination by Transit that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Consultant in the procurement of, or performance under, this Contract.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees or its agents against Transit and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

The Consultant shall obtain and keep in force during the terms of this Contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

17. INSURANCE

- A. Insurance Requirements - Consultant shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this

Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations).
 2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
 3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.
 4. *Professional Liability Insurance* coverage with limits of not less than \$500,000 per claim aggregate throughout the duration of this Contract and for a period of two (2) years thereafter.
- B. Additional Requirements - Consultant shall provide to Transit Certificates of Insurance, if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds with respect to the Commercial General Liability Policy only.
 - ii. Include a Severability of Interest clause (cross liability) applicable to Commercial General Liability and Business Automobile Liability Policies only.
 - iii. Any cancelled or non-renewed policy will be replaced with no coverage gap and current Certification of Insurance will be provided.
 - iv. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Consultant for work not done in accordance with the Contract, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Consultant and its subconsultants shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Consultant shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Consultant shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the

expiration date. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.

- E. The Consultant shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Consultant neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Consultant's work. Suspension or termination of this Contract shall not relieve the Consultant from its insurance obligations hereunder.

18. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Consultant for Transit pursuant to this Contract, unless otherwise expressly provided herein.
- B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Consultant and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

19. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Consultant shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.
- B. Consultant agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Consultant, and Consultant shall pay the tax as required by law.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. PROHIBITED INTEREST

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

22. NONDISCRIMINATION

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in

employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Consultant shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.

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

23. GRATUITIES AND KICKBACKS

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

24. LIENS, CLAIMS AND ENCUMBRANCES

Consultant certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

25. MAINTENANCE AND INSPECTION OF RECORDS

- A. Consultant shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to

assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.

- B. Consultant shall retain all books, records, documents and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Consultant agrees that Transit, or its designee, shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. Consultant's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

26. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Consultant.

27. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Consultant to fulfill the Contract obligations. Transit shall terminate by delivering to Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Consultant a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
 - i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Consultant for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.
 - ii. If the termination is for failure of Consultant to fulfill the contract obligations, the Consultant shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Consultant shall be liable for any additional cost incurred by Transit.
 - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.
- B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Consultant a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

28. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the Consultant of any covenant, term or condition of this Contract, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

29. WAIVER

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

30. NOTICE

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

31. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

32. DISADVANTAGED BUSINESS ENTERPRISES

- A. 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%. The agency's overall goal for DBE participation is 4.95%. A separate contract goal has not been established for this procurement.
- B. The Consultant sub-recipient, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include, but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Consultant

from future bidding as non-responsible. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- C. The Consultant must promptly notify Transit, whenever a DBE subconsultant performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

33. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

34. SEVERABILITY

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

35. FEDERAL FUNDING

Consultant understands that Transit may use funds to pay for the Consultant's performance under this Agreement made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. If funds are not allocated, or ultimately are disapproved by FTA, Transit may terminate or suspend Consultant's services without penalty. Transit shall notify Consultant promptly in writing of the non-allocation, delay, or disapproval of funding.

36. FLY AMERICA REQUIREMENTS

Consultant shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their consultants are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the

Fly America requirements. Consultant shall include the requirements of this section in all subcontracts that may involve international air transportation.

37. ENERGY CONSERVATION

Consultant shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

38. CLEAN WATER

A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

39. LOBBYING

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

40. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), Consultant shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and Consultant records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO Consultant, access to Consultant's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, Consultant shall provide the purchaser, authorized FTA representatives, including any PMO Consultant, access to Consultant's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition,

a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, Consultant shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, Consultant shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Consultant shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Consultant shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

41. FEDERAL CHANGES

Consultant shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Consultant's failure to comply shall constitute a material breach of the contract.

42. CLEAN AIR

1) Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Consultant shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance

43. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

A. The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

B. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

45. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction,

ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

46. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

47. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the Consultant's performance under this Agreement:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- (i) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement

Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

- (ii) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
- (iii) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

C) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

48. BREACHES AND DISPUTE RESOLUTION

A. Except as otherwise provided in the Contract, Consultant must notify Transit in writing within thirty (30) Calendar Days of any dispute arising under the Contract which is not disposed of by agreement.

B. All disputes shall be decided by the General Manager of Transit who shall indicate his/her decision in writing and mail or otherwise furnish a copy thereof to the Consultant. The decisions of the General Manager shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

C. In connection with any appeal proceeding under this clause, the Consultant shall be afforded an opportunity to be heard within thirty (30) calendar days of the decision, and to offer evidence in support of their appeal. Pending final decisions of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract in accord with the General Manager's decision, and such continued performance does not in any manner imply acceptance of our agreement with that decision by the Consultant, nor does it infringe

upon the Consultant's right to appeal that decision. This clause does not preclude consideration of law questions in connection with decisions provided for in the above paragraph, provided that nothing in this Contract shall be construed as making final decision of any administrative official, representative, or board on a question of law.

49. PATENT AND RIGHTS IN DATA

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which

applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

50. PROMPT PAYMENT

The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime Consultant agrees further to return retainage payments to each subconsultant within 30 days after the subconsultants work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

51. INCORPORATION OF FEDERAL TRANSIT (FTA) TERMS

A. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, as amended and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Transit request that would cause Transit to be in violation of the FTA terms and conditions.

B. The FTA Master Agreement obligates Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Consultant and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Consultant shall comply with all such requirements.

52. SUSPENSION AND DEBARMENT

A. Pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, entities and individuals who are debarred or suspended by the Federal Government are excluded from obtaining Federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on the FTA-financed Contract, each Proposer shall complete and submit, as part of its Proposal, the certification contained in the Contract Documents for itself and its principals. If the Proposer is unable to provide a positive certification, it must submit a complete explanation, attached to the certification form, of why it cannot provide the certification. Failure to submit a certification or explanation may disqualify the Proposer from participation under this Proposal. Transit, in conjunction with FTA, will consider the certification or explanation in determining award of a Contract.

B. This certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Transit. If it is later determined that the Proposer knowingly rendered an erroneous certification, Transit may terminate the Contract for cause of default, in addition to other remedies available, including FTA suspension and/or debarment.

C. By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended or has been declared ineligible from obtaining Federal assistance funds. The Proposer, if awarded the Contract, shall require each Subconsultant and all lower tier Subconsultants to complete the certificate.

D. Each subcontract, regardless of tier, shall contain a provision that the Subconsultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining Federal assistance funds. The Consultant shall require that each Subconsultant regardless of tier, immediately provide written notice to the Consultant if at any time the Sub Consultant learns that a

lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant may rely upon the certifications of the Subconsultant unless it knows that the certification is erroneous. The Consultant's knowledge and information regarding any Subconsultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

53. OTHER FEDERAL REQUIREMENTS

The following requirements are not federal clauses.

Full and Open Competition In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture Consultant shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Consultant shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Consultants and Subconsultants Any name appearing upon the Comptroller General's list of ineligible consultants for federally-assisted contracts shall be ineligible to act as a subconsultant for Consultant pursuant to this contract. If Consultant is on the Comptroller General's list of ineligible consultants for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Consultant shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

Real Property Any contract entered into shall contain the following provisions: Consultant shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives

that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing. **Geographic Preference** All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) **When It Occurs.** An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) **Other.** An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) **Disclosure Requirements.** Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Sub-recipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) **Failure to Disclose.** Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau,

failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Sub-recipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Consultant or AGENCY. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

54. ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;

2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit A - Statement of Work
4. Exhibit B - Consultant's Rate Schedule and Fees
5. Exhibit C - Request for Proposals No. 1910, released [Date]
6. Exhibit D - Consultant's Response to RFP No. 1910 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

55. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

56. APPROVAL

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

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

INTERCITY TRANSIT
526 Pattison Street SE
Olympia, WA 98501

CONSULTANT
Address
City, State, Zip

By: Ann Freeman-Manzanares Date
Its: General Manager

By: Authorized Representative Date
Its: Title

**EXHIBIT A
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B
PRICE AGREEMENT**

[Placeholder]

**EXHIBIT C
INTERCITY TRANSIT'S REQUEST FOR PROPOSALS (RFP) - PROJECT 1910**

[Placeholder]

**EXHIBIT D
CONSULTANT'S RESPONSE TO REQUEST FOR PROPOSALS (RFP) - PROJECT 1910**

[Placeholder]