



## Request For Proposals

**Point of Contact:**  
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**RFP# Number: 2020-041**

### Vehicle Disinfecting Services

Community Transit seeks a qualified Vendor with the technical skills, knowledge, and capacity to provide disinfecting services on designated company owned vehicles at the Merrill Creek Operating Base. Community Transit's fleet consists of **235 buses**, of which 14 are forty-foot contingent (reserve) buses. In addition, Community Transit has approximately **65 service vehicles**.

One-year contract starting October 15, 2020 through October 14, 2021. Contract shall renew automatically for 3-month intervals, subject to termination provisions of the Contract.

#### TIME LINE

The following represents the tentative schedule for this solicitation. Any change in the scheduled dates for the Deadline for Final Questions, or Bid Due Date will be issued in an addendum to this RFP. The award schedule may be adjusted without notice.

| <u>Event</u>                       | <u>Date</u>                            |
|------------------------------------|--|
| Issue Date .....                   | July 30, 2020                          |
| Pre-Bid Conference* .....          | N/A                                    |
| Deadline for Final Questions ..... | August 13, 2020 @ 5:00 p.m.            |
| <b>Bid Due Date</b> .....          | <b>August 20, 2020 @ 2:00 p.m. PST</b> |
| Award .....                        | September, 2020                        |
| <b>Contract Start Date</b> .....   | October 15, 2020                       |

#### OFFER PERIOD – **60** DAYS

Each bid shall remain open for the offer period above beginning on the bid due date. Community Transit reserves the right to request an extension to this period.

#### **\*Pre-Bid Conference:**

*There will be no pre-bid conference for this RFP.*

#### **Upload proposals to:**

Community Transit's web page:  
<https://www.communitytransit.org/about/procurement>

**Due Date: August 20, 2020, 2:00 p.m. Pacific Time**

All information, including forms, awards, and protest procedures will be posted on Community Transit's website, at [www.communitytransit.org/procurement](http://www.communitytransit.org/procurement)

**VENDOR'S CHECKLIST**  
**RFP# 2020-041**  
**Vehicle Disinfecting Services**

Proposal documents must be uploaded with Proposal Number and Title no later than the proposal due date to be considered responsive. Community Transit will be the final authority in determining the responsiveness of a proposal.

- ☐ **Signed Vendor Commitment and Information Form - (Form 7.01)**
- ☐ **Certification Regarding Conflict of Interest - (Form 7.02)**
- ☐ **Questionnaire/References (Form 7.03)**
  - ☐ List of "Green Products" routinely used attached or described in 7.03
  - ☐ Quality Control Plan attached or described in 7.03
  - ☐ Safety and Emergency Policies provided
- ☐ **Price Sheet (Form 7.04)**

*Please ensure all required documents are properly completed and signed.*

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## SECTION 1 – INSTRUCTIONS

### 1.01 PREPARATION OF PROPOSALS

- A. Vendor's must register at and utilize the Community Transit Procurement webpage <https://www.communitytransit.org/about/procurement> to participate in this procurement.
- B. Vendors shall upload electronic forms of their Proposals on Community Transit's web page: <https://www.communitytransit.org/about/procurement> to be considered responsive. Instructions for uploading are shown in 1.02.C below. **Paper submissions of Proposals will be accepted.**
- C. The complete electronic copy must be **uploaded** in searchable PDF format. The electronic copy should be properly sized and organized for portability.
- D. Vendors shall examine the Request for Proposal's Scope of Work, Solicitation Instructions and Conditions, the General Provisions and all Exhibits and Attachments. Failure to do so shall be at Vendor's risk.
- E. Each Vendor shall furnish the information required by the solicitation. Incomplete or missing forms may cause your proposal to be deemed non-responsive. Erasures or other changes shall be initialed by the person signing the proposal.
- F. Proposals for goods and/or services other than those specified will not be considered unless authorized by the solicitation.
- G. Community Transit is not responsible for any cost associated with the preparation of responses to this request or any other costs incurred by any vendor prior to the execution of a contract. All materials submitted become the property of Community Transit.

### 1.02 PROPOSAL SUBMITTAL

Vendors shall provide a proposal that demonstrates an understanding of the project requirements as stated throughout this Request for Proposal. Vendors may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

#### A. Questionnaire

Vendor shall complete and submit Form 7.03 Questionnaire. Your responses will be evaluated against the selection criteria as shown in Section 2.01 Evaluation Process.

#### B. Price Proposal

Vendor shall complete the Price Sheet in Section 7.04.

1. Price shall include all costs necessary to perform the work and complete the Contract. The price must include, but is not limited to, furnishing all materials, equipment, supplies, tools, plant and other facilities and all

management, supervision, labor and service, except as may be provided otherwise in the Scope of Work.

2. For evaluation purposes, prices shall not include Washington State sales/use taxes and Federal excise taxes. See also Section 5, 5.24.

C. Instruction for Submission of Proposals

1. REGISTER on Community Transit's Procurement Web Portal (<https://www.communitytransit.org/about/procurement> and click 'Vendor Registration')
2. Navigate to 'BIDS' and select the solicitation number (found on the cover sheet of this solicitation)
3. Download documents from 'DOCUMENTS' tab
4. Questions can be submitted by deadline in the 'CLARIFYING QUESTIONS' tab.
5. Upload completed documents (identified in 'Vendor's Checklist') to 'RESPONSE' tab.

**1.03 FINANCIAL RESPONSIBILITY (PROPOSALS OVER \$100,000)**

If requested by Community Transit prior to the award of a contract, the Vendor shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

Community Transit reserves the right to audit the Vendor throughout the term of this contract to assure the Vendor's financial capacity to perform and comply with all terms and conditions contained within this contract. Community Transit will be the sole judge in determining the Vendor's financial ability to carry out the terms of this contract.

**1.04 VENDOR PROPOSED EXCEPTIONS**

By submitting a proposal, the Vendor has accepted, without reservation, the whole of the general requirements, the legal requirements, and contract provisions contained in this solicitation document. If no exceptions are noted in the Vendor's proposal, Community Transit expects complete conformance by the Vendor.

A Vendor shall document any exceptions or additional provisions that it wishes Community Transit to consider. The Vendor shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and cross-referenced to the proper paragraph in this solicitation. The exception shall include, at a minimum, the Vendor's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

**Note:** Community Transit reserves the right to reject any or all Vendor-proposed exceptions or additional provisions to terms and conditions, and other requirements without comment. An excessive number of exceptions may cause the Offer to be viewed as non-responsive. Federal Transportation Administration (FTA) terms are non-negotiable.

#### **1.05 COMMUNICATIONS WITH COMMUNITY TRANSIT**

This section only applies to communications regarding this solicitation. All other communications remain unrestricted.

A blackout period is established between the time a solicitation is issued by Community Transit and the time the agency awards the contract. After the issuance of any solicitation, all Vendors, contractors, consultants or individuals acting on their behalf are hereby prohibited from contacting any Community Transit employee, official or representative at any time during the blackout period. Communications concerning this solicitation with other than the listed Procurement Staff may cause the Vendor to be disqualified.

Questions and requests for clarifications shall be made before the cutoff date and time via the Community Transit procurement web portal at <https://www.communitytransit.org/about/procurement>.

Any and all other communications during the blackout period shall be e-mailed to the following address: [procurement@commtrans.org](mailto:procurement@commtrans.org)

#### **1.06 REVISIONS OF PROPOSALS**

All revisions shall be made in writing, executed and submitted in the same form and manner as the original proposal.

#### **1.07 WITHDRAWAL OF PROPOSALS**

Proposals may be officially withdrawn from consideration only by submitting a written request to Community Transit's point-of-contact prior to the proposal due date.

#### **1.08 REQUEST FOR DUE DATE EXTENSION**

Prior to the deadline for questions due, Vendors may request an extension of the proposal due date. Such requests must be accompanied by documentation to justify an extension. Vendor also agrees to supply any additional information that may be required by Community Transit to make a decision on any request for extension. Community Transit shall examine the request and any documents and shall determine if the Contractor is entitled to an extension and the duration of such extension. Any approved extension will be issued as an addendum.

### **1.09 LATE PROPOSALS**

The time of receipt at Community Transit is the date-time stamp of Community Transit on the proposal envelope or other evidence of receipt maintained by Community Transit.

Any proposal or revisions to proposal received at the address on the Proposal Opening Label after the exact time specified for receipt will not be considered and will be returned to the Vendor unopened.

### **1.10 REJECTION OF PROPOSALS**

Community Transit may waive informalities and minor irregularities in proposals received. Community Transit reserves the right to reject any or all proposals.

### **1.11 JOINT VENTURE**

Joint venture proposals will not be accepted by Community Transit. Vendors shall structure their submitted proposals so the Vendor is the Primary Vendor.

Firms associated with the Primary Vendor, providing goods and/or services to Community Transit under this contract, shall be as a subcontractor to the primary contract awardee, and not to Community Transit.

### **1.12 SINGLE PROPOSER**

In the event that only one proposal is received, Community Transit may request an extension of the offer period and/or conduct a price or cost analysis on the proposal. The Vendor shall promptly provide all cost or pricing data, documentation and explanation requested by Community Transit to assist in such analysis. By conducting such analysis, Community Transit shall not be obligated to accept the single proposal; Community Transit reserves the right to reject such proposal or any portion thereof.

### **1.13 INELIGIBLE PROPOSERS**

Any vendor designated with an "active exclusion" or otherwise "excluded" as shown in the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) may have their proposal rejected or if already under contract with Community Transit may have their contract terminated. This provision also applies to any cross referenced business names or named individuals as shown in a SAM exclusion detail report.

### **1.14 ADDENDA**

If at any time Community Transit changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation, a written Addendum to the solicitation will be issued. Vendors must register for this solicitation to be notified of any addenda and/or new documents. It is the Vendor's responsibility to check for addenda and other new documents on-line.

No oral interpretations of the solicitation will be made to any Vendor. All questions and any explanations must be requested in the procurement web portal 'Questions' tab no later than the deadline specified or as extended per addenda. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Vendors by addendum.

**1.15 ACKNOWLEDGMENT OF ADDENDA**

Receipt of any addenda to this solicitation by a Vendor shall be acknowledged when signing and returning the Vendor Commitment and Information form (Section 7.01).



## SECTION 2 – EVALUATION & AWARD

### 2.01 EVALUATION PROCESS

A Community Transit evaluation team will review and score proposals in accordance with the requirements stated in this solicitation.

Selection Criteria: Proposals will be evaluated based on the following weighted criteria and relevant information obtained by Community Transit through other means, i.e. references, past performance, etc.

| # | Criteria                                       | Points | Description  |
|---|--|--------|--|
| 1 | Qualifications and Relevant Experience         | 20     | Evaluate responses from Questionnaire.   |
| 2 | Technical Capability, Approach, and Capacity   | 50     | Evaluate responses from Questionnaire.   |
| 3 | Communication, Customer Services, and Training | 40     | Evaluate responses from Questionnaire.   |
| 4 | Risk, Performance, and Quality Assurance       | 20     | Evaluate responses from Questionnaire and Financials (1.03).   |
| 5 | Price Proposal                                 | 70     | Evaluate Vendors' price proposals to determine cost realism and reasonableness. Proposed prices: <ul style="list-style-type: none"><li>• are realistic for the work to be performed;</li><li>• demonstrate that the Vendor understands the Scope of Work (Section 3); and</li><li>• are reasonable as compared to the level of effort detailed in the Vendor's proposal.</li></ul> |
|   | Total  | 200    |  |

Interviews: Community Transit may request interviews with the highest-ranked Vendor(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to Community Transit. Finalist(s) shall have key employees available for these interviews. Community Transit will notify the finalist(s) as to the time, date, and location for an interview or conference call.

Final Selection: The final selection will be based on the total of the scores achieved. The highest-ranked Vendor may be requested to submit a best and final offer. Community Transit may enter into final negotiations with the highest ranked Vendor for the purposes of contract award. Proposals should be submitted with the most favorable offer as Community Transit may award without further discussions.

### 2.02 AWARD

Community Transit will award to the Vendor whose offer conforms to the solicitation and will be most advantageous to Community Transit. Community Transit is not required to award a Contract to the Vendor offering the lowest price. Within the offer period, Community Transit will either decide to award a contract or reject all proposals.

Intent to Award: The intent to award notification will be posted on our website as shown on the cover sheet. Only the selected Vendor will be sent an Intent to Award letter and a Contract.

Notice to Proceed: Upon submission of all required documents, Community Transit will execute the Contract and issue a Notice to Proceed.

## SECTION 3 – SCOPE OF WORK

### 3.01 PURPOSE

Community Transit seeks a qualified Vendor with the technical skills, knowledge, and capacity to provide disinfecting services on designated company owned vehicles at the Merrill Creek Operating Base.

This contract is in response to COVID 19. As such, this is one-year contract starting October 15, 2020 through October 14, 2021. Contract shall renew automatically for 3-month intervals until October 14, 2025, subject to termination provisions of Contract. 30 Days advanced notice would be given prior to a reduction in contract hours or contract termination.

Community Transit's fleet consists of **235 buses**, of which 14 are forty-foot contingent (reserve) coaches. In addition, Community Transit has approximately **65 service vehicles**. The number of vehicles may vary over the term of the contract.

| All Buses are Located at Merrill Creek |                          |
|--|--------------------------|
| Quantity                               | Bus type                 |
| 13                                     | 30' buses                |
| 117                                    | 40' buses                |
| 58                                     | 60' buses                |
| 33                                     | 60' BRT buses            |
| 14                                     | 40' contingent bus fleet |

Total = **235**

#### Operational Capacity due to COVID

- Current operational capacity is 75%
- On **September 20<sup>th</sup>, 2020** operational capacity will be 85%
- 100% operational capacity is **To Be Determined**, but not prior to March 2021.

### 3.02 BACKGROUND

A close working relationship with the Maintenance Manager or designee is essential to ensure all vehicles are disinfected on a scheduled basis. The disinfecting of vehicles is performed in the parking lot where each individual vehicle is parked. The contracted Vendor is not authorized to move the vehicles.

Hours of operation may vary throughout the length of the contract. If hours change, Community Transit will ensure the Vendor is informed at the earliest date possible.

Disinfecting personnel are only permitted on the premises during the performance of daily duties. Vendor shall be directly responsible for the supervision of all personnel assigned to the disinfecting of Community Transit vehicles and will assume direct responsibility for the actions of all individuals in their employment including but not limited to damage or breaches of security.

### **3.03 VENDOR TASKS**

#### **Quality Control Program**

The Vendor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. **A draft Quality Control Plan (QCP) shall be submitted as part of this Request For Proposals.** Community Transit will negotiate the final plan with the successful proposer prior to start of Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or Community Transit staff points out the deficiencies. The QCP shall be reported monthly. The program shall include, but not be limited to the following:

#### **Background Checks**

Prior to hiring any employee or assigning them to our contract, the Vendor shall obtain a nationwide criminal background check. Records of criminal background checks shall be kept on file by Vendor and made available to Community Transit for review upon request. **Proposers shall describe their source and method** of obtaining background checks as part of their proposal.

#### **Safety & Emergency Plan and Training**

**The Vendor shall provide Community Transit with copies of its agency's written safety and emergency policies and procedures as part of their proposal.** The selected Vendor shall then provide Community Transit with a current copy of their written safety and emergency policies and procedures at the beginning of each new contract year. The plan shall include training of employees on use of Personal Protective Equipment (PPE's), biohazards, blood borne pathogens and other potentially infectious or hazardous materials. The Vendor shall provide evidence of annual safety training with each contract renewal.

### **3.04 SPECIFICATIONS**

#### **A. Key Personnel**

The Vendor shall provide the following key personnel:

##### **1. Single Point of Contact** who shall:

- Be able to speak and write in English
- Oversee contract performance

- Provide supervision of all personnel assigned to this contract
- Ensure that vehicle disinfecting personnel obtain Community Transit Identification. The badges may be obtained from the Community Transit Risk Management Department, Monday through Friday from 8:30 a.m. until 4:30 p.m.
- Return issued badges to the Community Transit Maintenance Manager or designee when an employee leaves the employment of the Vendor and at the end of the contract performance period.
- Be available for discussion of urgent maintenance needs or areas of deficient maintenance performance.
- Manage records and accounts concerning this contract.
- Maintain inventory, location and copies of Safety Data Sheets (SDS) for all cleaners and chemicals used or kept on Community Transit property. This information shall be provided to the Community Transit Risk Management Division.
- Maintain a valid telephone number where they can be contacted immediately.
- Serve as an emergency contact during off-hours.

2. **Vehicle Disinfecting Staff** shall:

- Be legal U.S. residents
- Be able to speak and write in English
- Be fluent enough in the English language sufficient to read and follow chemical labels as well as signs, and to comprehend written instructions and standard operating procedures, notices and memos, and to communicate verbally with others.
- Conduct themselves in a professional manner at all times.
- Exercise courtesy and interact positively with others as required in the course of their work.
- Visibly display a Community Transit identification badge on their person at all times while on Community Transit property.
- Use a checklist to indicate when each vehicle has been disinfected. Completed checklists will be **submitted to the Maintenance Manager or designee** on a daily basis.
- Be adequately staffed to properly disinfect the required vehicles on a daily basis.

## **B. Equipment and Supplies**

The Vendor shall provide the following items:

### **1. Equipment:**

- All equipment must be portable, there is no electrical/outlet access while on vehicles.
- Vendor provides ALL equipment necessary to complete the work as described in the Scope.

### **2. Supplies which shall include but are not limited to:**

- Disinfectant
- Any and ALL required PPE
- Disposable card of high visibility color (Red, Yellow, Orange), business card size, reading "Disinfected" for designating which vehicles have been serviced.
- Community Transit encourages the use of "green, environmentally friendly" cleaning products. All cleaners and chemicals require Community Transit approval prior to use. Copies of SDSs shall be located where the cleaners and chemicals are stored.

Vendor shall use commercial products that are capable of disinfecting human pathogens. Vendor shall follow the Center for Disease Control and Prevention (CDC), WA State and Local Public Health Authorities for guidance of commercial space cleaning of high-touch surfaces.

## **C. Contract Work Hours**

1. The schedule of work outlined in this proposal shall be performed **between 6:30 P.M. to 3:30 A.M.** (Sunday - Friday) and **6:30 P.M. to 1:30 A.M.** (Saturdays)
2. All vehicles must be cleaned during periods when they are not required for revenue service or operational use. These periods of availability vary with the type and use of individual vehicles. Vehicle disinfecting times and availability will be discussed and arranged with the Maintenance Manager or designee upon award.

## **D. Work Standards**

The following standards shall be used by Community Transit staff to evaluate the disinfecting services provided by the Vendor. **Vendor is required to follow Community Transit's guidelines for COVID-19 and any future policies.**

Community Transit's vehicles shall be disinfected as follows:

## 1. **Automobiles**

- a) Focus is on **high touch areas** such as steering wheels, seat belts, door handles (interior and exterior) and dash. All knobs, switches, levers and handles, mirrors, belt buckles and steering wheel must be wiped down (rather than sprayed directly) as to not flood electrical switches, electronic components, and digital screens.

Disinfecting with spray bottles and rags is preferred unless another approved option is presented.

## 2. **Buses**

- a) Interiors: Will be disinfected with backpack sprayers or similar, with **Focus on high touch areas such as seat handles, stanchions, grab rails/handles, fare box, and door handles**. Areas like door handles, handholds and stanchions must be wiped with disinfectant for full surface contact.
- b) Drivers compartment: All knobs, switches, levers and handles, mirrors, belt buckles and steering wheel in and around the driver's area of the bus must be wiped down rather than sprayed, as to not flood electrical switches, electronic components and digital screens, unless another approved option is presented.

*\*Alternative methods of disinfecting bus interiors will be considered if deemed effective by Community Transit Maintenance Manager and Risk Department.*

- 3. After disinfection, a high visibility card reading "Disinfected" will be placed on the steering wheel (Buses) and dash (Auto's) to identify disinfection work is completed.
- 4. To encourage social distancing, Community Transit has blocked select seats in the buses. A diagram will be available for each bus type showing which seats are closed. Community Transit has installed the initial batch of signs, but due to wear and tear or vandalism, a portion of the signs need to be replaced daily.

Vendor will check buses for proper signage (as verified by the provided diagram) and install or adjust signs as needed. The majority of signs are installed with nylon cable ties. The ends of the ties will need to be clipped to maintain a neat appearance. **Signs and sign attachment material will be provided.**

## **E. Vendor Safety Requirements**

1. At all times while on Community Transit properties, all Vendor service personnel shall wear, at minimum, a highly visible safety shirt, vest and/or jacket that clearly identifies the company name and which meets the proper ANSI safety standards.
2. Vendor service personnel shall be equipped with proper personal protective equipment (PPE) such as but not limited to masks, eye, hand and foot protection.

## **3.05 ACTIVE BUS & RELIEF/SUPERVISOR VEHICLE DISINFECTING REQUIREMENTS**

### **A. Daily (only Vehicles that were used in operation)**

Detailed disinfecting requirements:

1. All vehicles serviced will be disinfected to the Work Standards set in section 3.04 D of the Scope.
2. All Vehicles will be checked for presence of high visibility “Disinfected” card. Vehicles without card must be disinfected.
3. **Seat sign maintenance on buses:** Signage closing the seats gets ripped off or moved on a regular basis. Signage on each bus will be checked for appropriate location and condition. Any sign missing or in poor condition will be replaced to the standard set forth by the Maintenance Manager (See 3.04-D-4).
4. All Available Relief and Supervisor vehicles will be checked for presence of “Disinfected” card. Vehicles without card must be disinfected.
5. Any items left on vehicles at Merrill Creek shall be given to Community Transit Dispatch office.
6. On a log sheet provided by Community Transit, the date will be entered for when each vehicle is disinfected. Log sheet will be kept in an area accessible to both Vendor and Community Transit staff.

### **B. Items to Consider**

1. Currently, experienced staff take **approximately 3 minutes per bus** to spray/disinfect.
2. Currently, Seat Sign Maintenance takes approximately **4.5 hours per day on weekdays, and 3 hours per day on weekends.**
3. As service levels increase these hours may need to be increased.



### **3.06 CONTINGENT BUSES (14 BUSES).**

Contingent buses will be Disinfected monthly **or as required** to the same standards as required in 3.04 D and 3.05 A of the Scope.

### **3.07 ADMINISTRATIVE VEHICLE DISINFECTING REQUIREMENTS WEEKLY**

Administrative Vehicles (there are 11 Administrative vehicles) will be Disinfected weekly **or as required** to the same standards as required in 3.04 D and 3.05 A of the Scope.

### **3.08 WORK LOCATIONS**

The work shall be performed at Community Transit's Merrill Creek Operating base located at:

#### **Merrill Creek Operating Base**

7100 Hardeson Road  
Everett, WA 98203

### **3.09 COMMUNITY TRANSIT PROVIDED**

#### **Staff Responsibilities**

Community Transit maintenance staff will be responsible for the following:

#### **A. Site Access:**

1. Provide access to the work sites.
2. Provide access/contacts to obtain badges for the work sites. Badges supplied by Risk.
3. Provide storage space. The Vendor is responsible for maintaining the space and securing their supplies and equipment.
4. Provide a current vehicle list and any updates to that list.

#### **B. Monitoring Vendor Performance:**

1. Monitoring and reviewing the Vendor's performance, reports and data provided under this contract.
2. Inspect records, methods, etc.

### **3.010 CONTRACT TRANSITION**

In the event of a follow-on contract award to another Vendor, the Vendor shall ensure a cooperative and smooth transition with a new contract provider. (Turnover of records, status, reports, etc.)

## SECTION 4 – SPECIAL TERMS & CONDITIONS-PROJECT SPECIFIC

### 4.01 **SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

- A. Definitions and information regarding Small Business Enterprises currently certified with the State of Washington is available at:  
Office of Minority and Women's Business Enterprises  
PO Box 41160  
Olympia, WA 98504-1160  
(800) 208-1064 Toll Free  
(360) 586-7079 Fax  
Or visit their website at <http://www.omwbe.wa.gov/>
- B. Community Transit has adopted a policy to support Small Business Enterprises (SBE), which is the race and gender neutral. The requirements of this policy are to encourage SBE participation.
- C. A Contract goal has not been established for this procurement. No preference will be included in the evaluation of bids, no minimum level of SBE participation shall be required as condition for receiving an award and bids. Bids will not be rejected or considered non-responsive on that basis.
- D. The Contractor and subcontractors will be required to report SBE participation obtained through race and gender-neutral means throughout the period of performance.

### 4.02 **NON - PERFORMANCE CORRECTIVE ACTION PLAN**

Community Transit places a very high value, expectation and importance on the level of service we expect from our service provider and its service personnel.

It is imperative that the vendor notify Community Transit prior to any service interruptions, schedule changes or delays of service of any kind.

In the event that the services being provided by the vendor are found to be in non-compliance of the scope or expectations of Community Transit, Community Transit, at its sole discretions, may take the following steps in an effort to ensure Community Transit expectations are being met.

- If such a condition should arise, vendor will be notified and expected to take corrective action within two hours of being contacted by Community Transit.
- After a third occurrence of non-compliance has been communicated to the vendor, a letter of "non-performance" will be sent to the vendor, detailing the circumstances of the non-performance. The vendor will have three business days to respond to the non-performance letter with a detailed corrective action plan.

If after a condition of non-performance continues Community may resort to:

- Dispatch a third party vendor or utilize its own crews to make necessary service correction for which the vendor will be responsible for payment.
- Terminate the contract for default.

#### **4.03 PRICING REVISIONS**

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Vendor shall supply documentation satisfactory to Community Transit such as documented changes in **Minimum Wage** rates, changes in the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published modification of price change(s).

Community Transit will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of Community Transit. Requests for any such change are to be made in writing to the Procurement Specialist in the Procurement Department. Community Transit will amend the contract, institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Vendor shall give Community Transit Procurement Department, thirty (30) calendar days written notice prior to the effective date of the price increase. Community Transit may cancel by individual line item or contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to Community Transit retroactive to the effective date of the price reductions.

#### **4.04 INVOICES**

Payment will be made within 30 days after acceptance of services and a properly prepared invoice.

Properly prepared Invoices **MUST be received within 30 days from end of month.**

All invoices shall be sent to the following address:

Accounts Payable  
Community Transit  
7100 Hardeson Road  
Everett, WA 98203

\*Specific invoicing instructions will accompany the Notice to Proceed.

## **Section 5 – General Terms & Conditions**

### **5.01 CHANGES AND VARIANCES**

No alterations or variances of any of the terms, conditions, delivery, price, quantities, or specifications of this order shall be effective without written consent of Community Transit.

### **5.02 NONWAIVER BY ACCEPTANCE OF VARIATION**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties, and attached to the original Agreement.

### **5.03 NOT USED**

### **5.04 CONFLICT OF INTEREST STATEMENT**

No employee, officer or agent of Community Transit shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of the employee's immediate family;
- C. His or her partner; or,
- D. An organization that employs or is about to employ, has a financial or other interest in the firm selected for award.

Community Transit's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of subagreements.

### **5.05 INDEPENDENT CONTRACTOR**

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and Community Transit by virtue of this contract. No provision of this contract shall be for the benefit of any party other than Community Transit and the Contractor.

### **5.06 RESPONSIBILITY OF CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality and the coordination of all services furnished by the Contractor under this contract.
- B. Neither Community Transit's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to Community Transit in accordance with applicable law for all damages to Community Transit caused by the Contractor's negligent performance of any of the services furnished under this contract.

- C. The rights and remedies of Community Transit provided for under this contract are in addition to any other rights and remedies provided by law.

#### **5.07 COMPOSITION OF CONTRACTOR**

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **5.08 APPROVAL OF SUBCONTRACTS**

The Contractor shall obtain Community Transits written consent prior to entering each subcontract under this contract.

#### **5.09 ASSIGNMENT AND SUBLETTING**

Contractor shall not assign or sublet the service provided under this Agreement, or any part thereof, without the previous written consent of Community Transit, nor shall it assign, by power of attorney or otherwise, any of the monies payable under this Agreement unless by and with the like consent of Community Transit.

In the event consent by Community Transit is given to permit subletting, no such consent shall be construed as making Community Transit a party to such subcontractor or assignee, or of subjecting Community Transit to liability of any kind whatsoever, to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of his liability and obligation under this Agreement and all transactions with Community Transit shall be made through the Contractor. In the event consent is given to assign all, or any part of any money due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the rights of the assignee in and to any monies due or to become due to the Contractor shall be subject to all prior liens or all persons, firms, corporations for services rendered or materials supplied for the performance called for by the Contractor in this Agreement.

#### **5.10 CONTRACT PERFORMANCE STANDARDS**

The Contractor shall perform all services required by this contract in accordance with the high professional performance requirements as set forth.

#### **5.11 ADHERENCE TO ESTABLISHED SERVICE AND PERFORMANCE STANDARDS**

- A. The word *services*, as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The Contractor shall provide and maintain an inspection system acceptable to Community Transit covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Community Transit during contract performance and for as long afterwards as the contract requires.
- C. Community Transit has the right to inspect and test all services called for by the contract to the extent practicable at all places and times during the term of the contract. Community Transit shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform with contract requirements, Community Transit may require the Contractor to perform the services again in conformity with contract requirements, for no additional cost. When the defects in services cannot be

corrected by performance, Community Transit may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any moneys payable under the contract to reflect the reduced value of the services performed.

- E. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, Community Transit may (1) by contract or otherwise, perform the services and reduce any amounts payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

#### **5.12 DUTY TO INFORM**

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault or defect in the project or any nonconformance with any contract document, federal, state, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Community Transit's Contracting Officer.

#### **5.13 KEY EMPLOYEES**

The Contractor shall not, absent prior written notice to, and written consent by, Community Transit remove or reassign any of the key management personnel identified in its Proposal at any time prior to or after execution of the contract.

#### **5.14 COMPLIANCE WITH LAW**

The Contractor shall perform all work hereunder in compliance with all applicable federal (including, but not limited to, the Americans With Disabilities Act), state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

#### **5.15 GOVERNING LAW**

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Washington. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie in Snohomish County. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

#### **5.16 HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless Community Transit, its officers, employees and agents from any and every claim and risk, including, but not limited to, suits or proceedings for bodily injuries (including death and emotional claims), patent, trademark, copyright or franchise infringement, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all personal bodily injuries (including death and emotional claims), property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Community Transit, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for

those losses resulting solely from the negligence of Community Transit, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Community Transit, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Community Transit, its officers, agents, employees and volunteers, the Contractor shall pay the same.

#### **5.17 ROYALTIES AND PATENTS**

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method artwork, music or other copyright material that may be used in performing this contract or with the completed work. The Contractor and the Contractor's sureties shall indemnify and hold Community Transit, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention copyright or patent. Before final payment is made on the account of this contract, the contractor shall, if requested by Community Transit, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agents, servants or employees, or any of them be enjoined from furnishing or using any invention, copyright, article, material, computer programs, art, music or equipment supplied or required to be supplied or used under the contract, the Contractor shall notify Community Transit in writing and promptly substitute other articles, materials, art, music, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to Community Transit.

#### **5.18 SUSPENSION OF WORK**

The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of Community Transit.

#### **5.19 OPTION TO EXTEND TERM**

- A. Community Transit may extend the terms of this contract by written notice to the Contractor prior to the expiration of their contract or any extension thereof. Community Transit will give the Contractor written notice of any intent to extend before the contract expires.
- B. If Community Transit exercises this option, the extended contract shall be considered to include this option provision.

## **5.20 NOTICE OF LABOR DISPUTES**

- A. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.
- B. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.
- C. The Contractor shall be responsible for all labor and personnel matters attributable to, but not limited to this contract.

## **5.21 WORKMEN'S COMPENSATION INSURANCE, INDUSTRIAL INSURANCE AND MEDICAL AID PREMIUM**

- A. The Contractor and his Subcontractors shall maintain Workmen's Compensation and Industrial insurance in the amount and type required by law for all employees employed under this contract who may come within the protection of Workmen's Compensation and Industrial Insurance Laws. In jurisdiction, the Contractor and his Subcontractors shall maintain Employer's Liability insurance in amount, form and company satisfactory to Community Transit for the benefit of all employees not protected by Workmen's Compensation and Industrial Insurance Laws.
- B. The Contractor shall make all payments arising from the performance of this contract due the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

## **5.22 DEFECTIVE WORK, MATERIALS, OR SERVICES**

Prior to final acceptance hereunder, when and as often as Community Transit determines that the work, materials, or services furnished under the contract are not fully and completely in accordance with any requirement of the contract, it may give notice and description of such noncompliance to the Contractor. Within seven calendar days of receiving such written notification, the Contractor must supply Community Transit with a written detailed plan which indicates the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. Community Transit may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Community Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW.

## **5.23 PAYMENT FOR CONTRACT SERVICES**

Within 30 days of the submission of proper invoices (but not more often than once per month) Community Transit shall pay the Contractor according to the rate(s) stated elsewhere in this contract.

Payment will be made within 30 days after acceptance of items ordered and a properly prepared invoice. All invoices shall be sent to the following address:

Accounts Payable  
Community Transit



## **5.24 FEDERAL/STATE AND LOCAL TAXES**

Community Transit is not exempt from Washington State Sales Tax. The Contractor shall be responsible to pay all taxes associated with the project, which includes but is not limited to:

State Utility Tax

State Sales and Use Tax on vehicles and other equipment

State B & O Tax

## **5.25 PRICE WARRANTY**

The Contractor warrants that the prices charged Community Transit do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

## **5.26 INSURANCE**

Contractor shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease or death of any of its employees.

Contractor shall effect and maintain at its own cost and expense: Commercial General Liability - ISO 1999 form or equivalent in the amount of \$1,000,000 per occurrence limit which provides the following coverage's:

- Premises and Operations
- Explosions, Collapse and Underground Hazards (Where Applicable)
- Products/Completed Operations
- Contractual Liability
- Broad Form Property Damage
- Independent Contractors
- Personal Injury/Advertising Liability
- Stop Gap Liability (\$1,000,000 Per Person/\$1,000,000 Per Occurrence)

Comprehensive auto liability in the amount of \$500,000 per occurrence limit which provides the following coverages:

- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles

Community Transit shall be named as additional insured on both Commercial General Liability and Comprehensive Auto Liability policy.

Community Transit reserves and retains its rights of subrogation.

The Bidder to whom Community Transit awards a contract pursuant to this ITB shall file with Community Transit evidence of insurance from insurer(s) satisfactory to Community Transit certifying to the coverages of insurance set forth in Section 3 of this ITB. Such evidence of insurance **shall be submitted within ten (10) calendar days of receipt of a written request**

from Community Transit. Failure by the Contractor to submit satisfactory evidence of insurance may result in contract termination.

#### **5.27 HAZARDOUS CHEMICAL COMMUNICATION**

Contractor shall comply with WAC 296, including 901 Globally Harmonized System for Hazard Communication. The Contractor shall submit Safety Data Sheets (SDSs) for all products containing any toxic products that may be harmful to the end user. The SDSs is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the SDSs:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the SDSs.
- B. If the product is actually used diluted, the dilution rate shall be so stated in the SDSs and the hazards and corresponding personal protections, etc., shall also be listed.
- C. SARA Title 3 chemicals must be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

#### **5.28 INDUSTRIAL AND HAZARDOUS WASTE**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

The Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state, and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

#### **5.29 NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS**

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by Community Transit shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

#### **5.30 CHANGED REQUIREMENTS**

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this contract and require subcontractors to comply with revised requirements as well.

#### **5.31 FORCE MAJEURE**

Neither Party will be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay is due to unusually severe weather, strikes, natural disasters, fire, civil disturbance, terrorist attack, epidemic, war, court order, or acts of God. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

### **5.32 DISPUTES**

- A. Except as otherwise provided in this ITB, any dispute concerning a question which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, on or before the 90th day from the date of receipt of such copy, the Contractor mails or otherwise furnishes a written appeal addressed to Chief Executive Officer of Community Transit.

The decision of Community Transit's Chief Executive Officer on such appeal 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 in bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision. In connection with any appeal of the Contracting Officer's decision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- B. If it is determined, on appeal, that the Contracting Officer's interpretation of the contract, direction to the Contractor, or any other action required by the Contracting Officer's decisions was an erroneous determination of the rights and obligations of the parties under the contract, the Contractor's remedy shall be the same as if such action were a change order under the Changes Clause of this contract.

### **5.33 CHANGES IN WORK**

Either party may make changes in the work in accordance with this Section without invalidating the Agreement.

The party proposing the change in the work shall provide written notice to the other party of any proposed change in the work. The party receiving the proposed change in the work will review the proposed change and respond to the proposing party within seven (7) Days or request an extension of time to review the proposed change, provided that the party reviewing the proposed change provides reasonable grounds therefore and agrees to take commercially reasonable efforts to prepare its response. The parties will discuss and mutually agree on the adjustments in the price resulting from the proposed change in the work. If the parties cannot agree on the adjustments within 30 days, the matter will be referred to dispute resolution under Section 5.32.

Unless otherwise agreed in writing, a proposed change in the work will not delay the balance of the work.

No changes in the work shall be valid unless set out in writing and signed by Contractor and Community Transit and no claim for any adjustment shall be valid unless set out in writing and valued or agreed to be priced. All changes in the work signed by Contractor and Community Transit shall form part of the Agreement.

Where a change in the work must be carried out immediately, the parties may agree in writing to proceed immediately with the proposed change in the work with documentation and valuation of the proposed change in the work to follow.

Contractor shall notify Community Transit if they believe any proposed change in the work will, in the reasonable opinion of Contractor, have an adverse effect on the contract price. Contractor and Community Transit will agree to negotiate an appropriate change to the Agreement to address the adverse effect.

## **5.34 TERMINATION**

### **A. Termination for Convenience**

Community Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid for the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract up to the time of termination. The Contractor shall promptly submit its termination claim to Community Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to Community Transit, the Contractor will account for same and dispose of it in the manner Community Transit directs.

### **B. Termination for Default**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to comply with any other provisions of the contract, Community Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

The Contractor covenants and agrees that in the event suit is instituted by Community Transit for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, the Contractor shall pay to Community Transit all costs, expenses expended or incurred by Community Transit in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be made in Snohomish County.

If it is later determined by Community Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor; Community Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### **C. Termination for Breach**

In the event of a breach by the Contractor of any of the provisions of this contract, Community Transit reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the Contractor. The Contractor shall be liable for damages suffered by Community Transit resulting from the Contractor's breach of contract.

### **D. Termination for Non-appropriation**

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, Community Transit may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to Community Transit's rights to terminate for convenience or default.

### **5.35 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Recipient (Community Transit) whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform the Recipient.

### **5.36 CONTRACT POINT OF CONTACTS**

Community Transit's Procurement Division shall provide contact information of Project Manager at time of Contract Award.

### **5.37 DRUG, ALCOHOL, & TOBACCO USE**

The vendor shall comply with Community Transit's personnel policy "*9.5 Prohibiting Tobacco Use on Company Property*" which prohibits tobacco use at any work site or **on** any company property. Community Transit has no designated smoking areas. A copy of this policy is available upon request.

The vendor shall comply with Community Transit's Drug and Alcohol Policy 167-POL-010 which prohibits the use, manufacture, dispensing, distribution or possession of either drugs or alcohol when on transit property or when performing transit-related business off property. A copy of this policy is available upon request.

### **5.38 CONFLICTS OF INTEREST – CURRENT AND FORMER EMPLOYEES**

Community Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Community Transit employees in transactions with Community Transit. Consistent with this policy, no current or former Community Transit employee may contract with, influence, advocate, advise, or consult with a third party about a Community Transit transaction, or assist with the preparation of Bids or Requests for Proposals submitted to Community Transit while employed by Community Transit or within one (1) year after leaving Community Transit's employment, if he/she was substantially involved in determining the work to be done or process to be followed while a Community Transit employee.

### **5.39 PUBLIC DISCLOSURE OF INFORMATION**

- A. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Community Transit will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by Community Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.
- B. If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope separate from the rest of the proposal. Marking the entire proposal as confidential or proprietary will not be honored and such proposals may be rejected as non-responsive.
- C. If a member of the public or another competitor demands to review portions of a proposal marked "Confidential", Community Transit will notify the affected Proposer of the request and the date that such records will be released, unless the Proposer obtains a court order enjoining that disclosure. It will be the responsibility of the Proposer to

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

- D. By submitting a proposal, the Proposer has thereby agreed to the provision of this section.

#### **5.40 ACCESS CONTROL**

Vendor personnel shall be properly identified as such or display a Community Transit access badge. Guests or unauthorized persons are not allowed to accompany Vendor personnel.

#### **5.41 NON-EXCLUSIVITY**

No part of this Contract creates an exclusive arrangement with the Vendor. This contract shall not restrict Community Transit from acquiring similar, equal or like goods and/or services from other sources.

#### **5.42 COLLUSION**

If Community Transit determines that collusion has occurred among Vendors, none of the proposals from the vendors in such collusion will be considered. Community Transit's determination shall be final. In any case where collusion is suspected, document files will be turned over to the Fraud Division of the Federal Bureau of Investigation.

#### **5.43 CHANGES IN SCOPE OF WORK**

Community Transit can at any time change the specifications. If any alterations of specifications cause an increase or decrease in the cost or time required for performance, an equitable adjustment shall be negotiated between Community Transit and the Contractor.

#### **5.44 LEGAL NOTICES**

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the authorized representative of such party that provides confirmation of transmission and delivery to the parties listed on the contract.

## **SECTION 6 – FEDERAL TERMS & CONDITIONS**

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Request For Proposals 2020-041  
VEHICLE DISINFECTING SERVICES

**FORM 7.01 VENDOR COMMITMENT AND INFORMATION**

|                  |        |      |
|------------------|--------|------|
| Company Name:    |        |      |
| Company Address: |        |      |
| City:            | State: | ZIP: |
| Tax ID #:        | UBI#:  |      |
| Website:         | DUNS#: |      |

|   |                              |      |
|---|------------------------------|------|
| Vendor Contact Name (if different from Authorizing Official): | Vendor Contact Title:        |      |
| Vendor Contact Email:   | Vendor Contact Direct Phone: |      |
| Vendor Contact Address (If different from above):             |                              |      |
| City:   | State:                       | ZIP: |

By responding to this solicitation, the Vendor understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Vendor acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Vendor, shall be submitted as the cover page.

The Vendor also certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party; and
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

|                                 |                             |
|---------------------------------|-----------------------------|
| Authorizing Official Name:      | Authorizing Official Title: |
| Authorizing Official Email:     | Authorizing Official Phone: |
| Authorizing Official Signature: |                             |





Request For Proposals 2020-041  
VEHICLE DISINFECTING SERVICES

**FORM 7.02 CERTIFICATION REGARDING CONFLICT OF INTEREST**

The Vendor is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

|   |                             |  |
|---|-----------------------------|--|
| The Vendor hereby certifies under penalty of perjury under the laws of the State of Washington that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Vendor, any affiliates, any proposed subconsultants or key personnel of any of these organizations. |                             |  |
| Vendor/Company Name:  |                             |  |
| Authorizing Official Name:  | Authorizing Official Title: |  |
| Authorizing Official Signature:   | Date:                       |  |

**OR**

|   |                             |  |
|---|-----------------------------|--|
| Name of Individual/Company to which potential conflict of interest might apply: |                             |  |
| Nature of potential conflict of interest:                                       |                             |  |
| Proposed Remedy:  |                             |  |
| Vendor/Company Name:  |                             |  |
| Authorizing Official Name:  | Authorizing Official Title: |  |
| Authorizing Official Signature:   | Date:                       |  |



## FORM 7.03 QUESTIONNAIRE

Vendor Name:

Vendors shall complete this "Questionnaire" providing the information in the same order requested below. Vendors may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

### A. Qualifications and Relevant Experience

1. Briefly describe your company. Include how long the company has been in business.
2. Describe the qualifications of your company, its business experience and achievements.
3. Who are you proposing to be the project manager/account manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in industry, years with company, year of applicable licenses, etc... Provide a list of three major projects that this person has been involved in and their role.
4. Provide names, tenure, roles and responsibilities for each key team member engaged in providing the related services.
5. What is your staff turnover rate annually for the past three years?

### B. Technical Capability, Approach, and Capacity

1. This contract has a direct impact on the safety of our ridership. **Describe in depth your process for disinfecting the buses.** What equipment and products will you use?
2. Explain how your company has the capacity and staffing resources to take on this contract.
3. Regarding the **Safety & Emergency Policies and Procedures** in section 3.03 C, how will you insure employees are aware of and trained on the use of Personal Protective Equipment (PPE), biohazards, blood-borne pathogens, and other potential infectious and hazardous materials? Please explain, and also submit your policies and procedures.

**Safety & Emergency Policies/Procedures provided:**      ☐ YES    ☐ NO

4. Does your company utilize environmentally friendly cleaning products and practices? If so, what are they?



Request For Proposals 2020-041  
VEHICLE DISINFECTING SERVICES

5. Describe your work schedule plan to complete the daily disinfecting requirements (Section 3.05 A). Community Transit will negotiate the final schedule with the successful proposer prior to start of Contract.
6. Do you have an internal billing department? If not, how can you guarantee timely and accurate invoicing? Explain how your bookkeeping and invoicing practices will insure monthly invoice consistency and accuracy.

**C. Communication, Customer Services, and Training**

1. Describe how your company/project manager will keep Community Transit informed timely of any issues related to delivering the services described in the Scope of Work.
2. Describe your company's customer service. What is your company's policy for returning calls and e-mails?
3. Describe how you achieve Customer Satisfaction.

**D. Risk, Performance, and Quality Assurance**

1. Submit (no more than 5) project experiences (within the past three years) that demonstrate successful contract performance. Include the following for each reference (include transit or government experience):
  - a. Agency name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number (if applicable), start and completion dates
  - d. Contract description & service details
2. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.
3. Describe the screening process (Section 3.03) to be used to select your employees for this project and any periodic re-screening of employees. **Provide source** of obtaining employee background checks.

**Background Check Source provided:**     ☐ YES     ☐ NO

4. Attach the draft **Quality Control plan**, as described in the Scope of Work, (Section 3.03A), to be used on this project.

**Draft Quality Control Plan is attached:**     ☐ YES     ☐ NO

5. If a quality issue is identified by you or Community Transit staff, explain how you will fix this issue and prevent this from reoccurring going forward.



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**E. Price Proposal**

1. Each Vendor shall complete the Price Sheet in this section.
  - a. Price shall include all costs necessary to perform the work. The price must include, but is not limited to, furnishing all materials, equipment, supplies, tools, all management, supervision, labor and service, except as may be provided otherwise in the Scope of Work.
  - b. For evaluation purposes, **prices shall not include Washington State sales/use taxes and Federal excise taxes**. See also Section 5, 5.24.
  - c. All services must be bid on to be a responsive proposal.
2. **Items to Consider**
  - a. Currently experienced staff take **approximately 3 minutes per bus** to spray/disinfect.
  - b. Currently Seat Sign Maintenance takes approximately **4.5 hours per day on weekdays, and 3 hours per day on weekends**.
  - c. As service levels increase these hours may need to be increased.



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## FORM 7.04 PRICE SHEET

Vendor Name:

Complete the price sheet in compliance with Form 7.03 Section E. \* Prices shall not include Washington State sales/use taxes and Federal excise taxes.

**All services must be on Price Sheet** to be deemed a responsive proposal.

If there is a conflict between the Hourly Rate and the Annual Cost, the Hourly Rate shall govern.

### Estimated Vehicle Services Per Day

|                                     |                             |   | Hourly Rate X Hours X Weeks = Annual Cost |   |                   |             |
|-------------------------------------|-----------------------------|---|---|---|-------------------|-------------|
| Service Description<br>Vehicle Type | Frequency<br>of Service     | Estimated<br>Daily<br>Vehicle<br>Services | Hourly<br>Rate                            | Estimated<br>Labor<br>Hours Per<br>Week | Weeks Per<br>Year | Annual Cost |
| Bus Disinfecting                    | Weekdays<br>(Monday-Friday) | 155                                       |   | 60                                      | 52                |             |
|                                     | Saturdays                   | 66  |   | 8                                       | 52                |             |
|                                     | Sundays                     | 60  |   | 8                                       | 52                |             |
| Automobile<br>Disinfecting          | Daily                       | 55  |   | 17                                      | 52                |             |
| Seat Sign<br>Maintenance            | Daily                       | All In<br>Service<br>Buses                |   | 26                                      | 52                |             |
| Total Annual Cost =                 |                             |   |   |   |                   |             |

*Estimated Daily Services are based off current number (75% capacity) of buses and automobiles in service on weekdays and weekends.*

### DISTRIBUTION OF COSTS

This information is to be used in applying price adjustments during the term of the contact.

|   |      |
|---|------|
| Percentage of contract cost relating to wages | %    |
| Percentage of contract cost for all other     | %    |
| Total (must add to 100%)                      | 100% |

## SECTION 8 – SAMPLE CONTRACT

### CONTRACT RFP #2020-041- VEHICLE DISINFECTING SERVICES

#### 1. Contract Documents and Order of Precedence

This Contract, governed by all applicable federal, state, local laws, rules, and regulations, consists of the documents in order of precedence listed below:

1. Change Order and Contract Amendments
2. Form of Contract, - any negotiated changes to Scope of Work etc. need to be added as an Exhibit
3. Section 4: Special Terms and Conditions – Project Specific
4. Section 5: General Terms & Conditions
5. Section 3: Scope of Work, and
6. Contractor Proposal

#### 2. Compensation

Pricing shall be in accordance with the Pricing Sheet Form 7.04.

#### 3. Contract Period of Performance

One year starting October 15, 2020 through October 14, 2021 with automatic renewals for 3-month intervals until October 14, 2025 subject to termination provisions of Contract.

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Legal and other Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as email with acknowledgement, fax, certified mail or registered mail and addressed to:

- i. Community Transit, Procurement and Contracts Manager, 7100 Hardsen Road, Everett, WA 98203
- ii. **Company Name, Contact, Title, Address.**

#### 5. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency and Contractor and supersedes any prior agreements that are not incorporated as a part of the Contract.

|   |  |
|---|--|
| _____<br>Contractor name                  | _____<br>COMMUNITY TRANSIT<br>Agency           |
| _____<br>Signature of authorized official | _____<br>Emmett Heath, Chief Executive Officer |
| _____<br>(Print or type name and title)   | _____<br>Date                                  |
| _____<br>Date                             |  |

## **Section 9 – Acronyms & Definitions**

Bidder: See 'Vendor'

CFR: Code of Federal Regulations

Community Transit: Snohomish County Public Transportation Benefit Area Corporation

Contract Administrator: The individual in Procurement assigned by Community Transit who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details and/or delivery schedule.

Contractor: See 'Vendor'

Cost Analysis: Comparison of offered price to the offeror's own costs and an evaluation of the difference (profit)

DOL: Department of Labor

DOT: Department of Transportation

FTA: Federal Transportation Administration

FTA MA: Federal Transportation Administration Master Agreement

Lower Tier Participant: See 'Vendor'

Must: See 'Shall'

Offeror: See 'Vendor'

Price Analysis: Comparison of proposed price to comparable pricing data

Prime Contractor: See 'Vendor'

Project Manager: The individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring of all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor's primary point of contact and acts as the agencies representative in charge of work at the site.

RCW: Revised Code of Washington

Recipient: Community Transit

Shall or Must: The terms “shall” or “must” are used whenever a specification expresses a requirement by either Community Transit or the Vendor.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Vendor to perform any portion of the work covered by this contract.

Submittals: Information which is submitted to Community Transit by the Vendor.

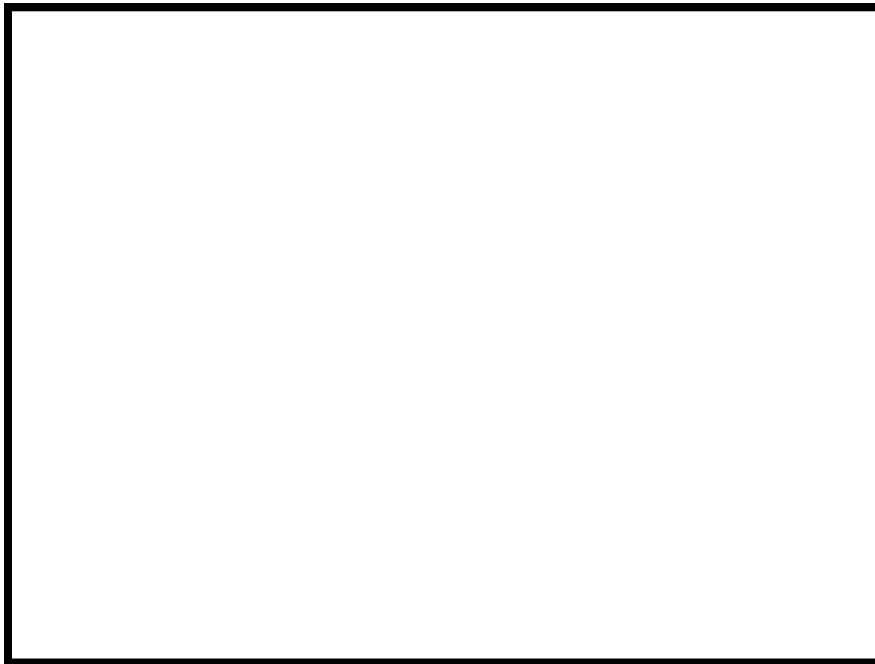
USC: United States Code

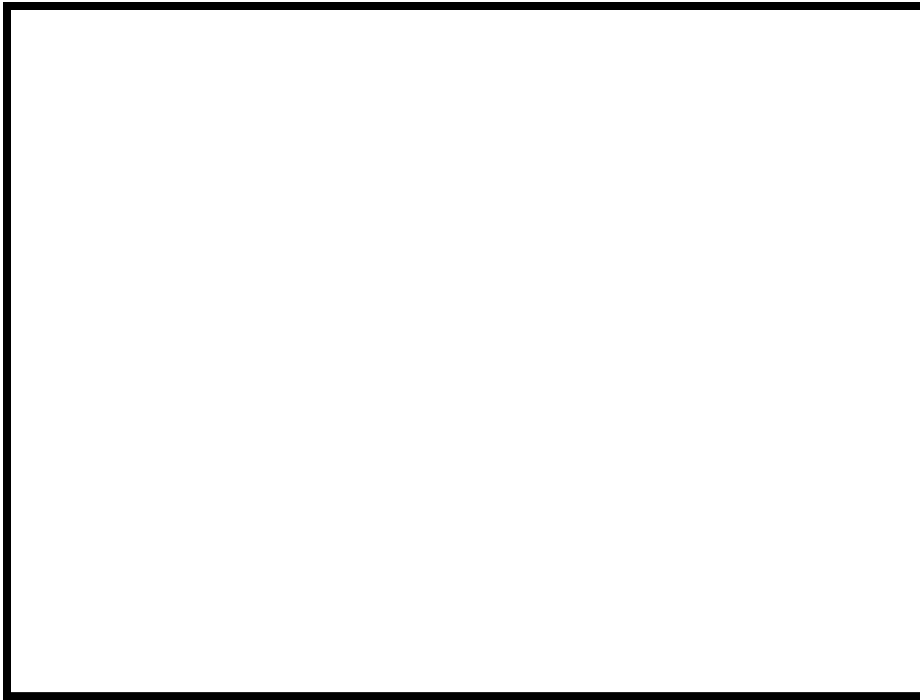
Vendor: The firm, corporation, or other approved legal entity with whom Community Transit has entered into this Contract to provide services as detailed in this Contract. .

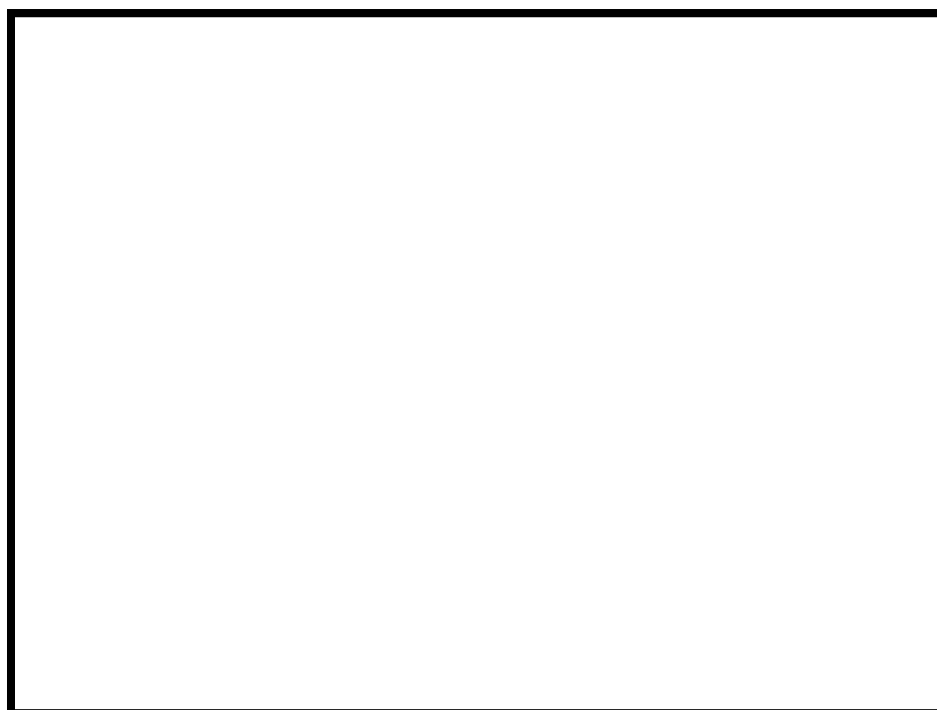
WAC: Washington Administrative Code

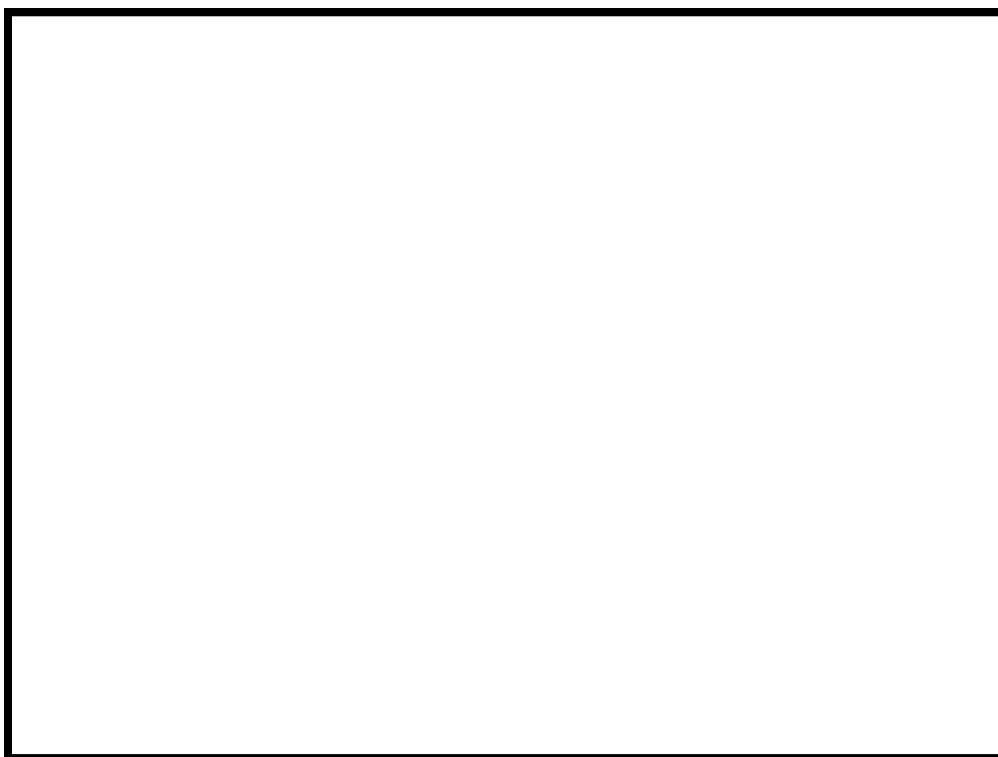


**Exhibit A**  
**Bus Pictures**  
**(Representative Sample of Buses)**

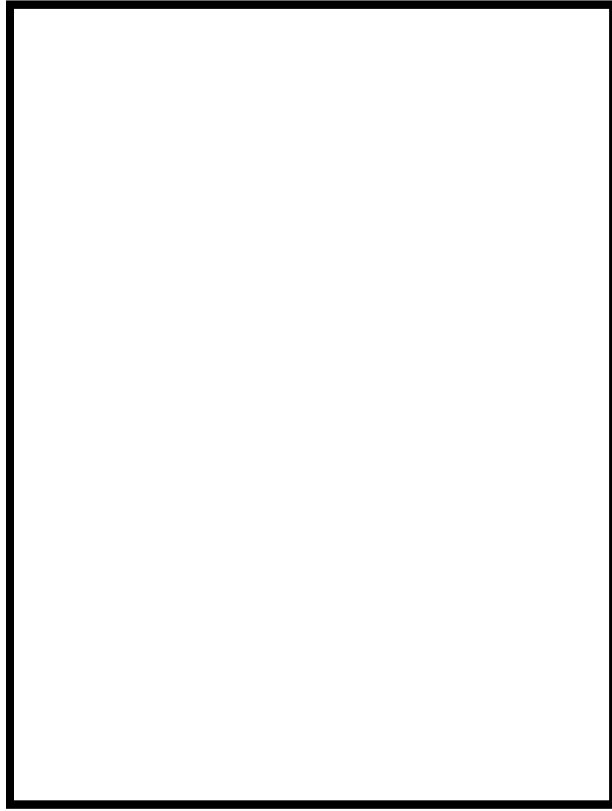








## Storage Lockers



## Signage