



Point of Contact:
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Simplified Request for Proposals

RFP **2020-047**
Number:

Travel Training Program Provider

Qualified Vendors are invited to submit proposals to conduct comprehensive travel training based on the information provided in this RFP. The full Scope of Work is provided in Section 3.

Fixed price contract for a term of two years beginning January 1, 2021, with three 1-year extension options, at the sole discretion of Community Transit.

TIME LINE

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

Event

Date

Issue Date	Wednesday, August 26, 2020
Pre-Proposal Conference*	Wednesday, September 2, 2020
Deadline for Final Questions	Monday, September 14, 2020
Proposal Due Date	Wednesday, September 23, 2020
Service Start Date	Friday, January 1, 2021

OFFER PERIOD – 120 DAYS

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

***Pre-Proposal Conference:**

All Vendors are strongly encouraged to participate in the Pre-Proposal Conference.

Location: **Zoom with Phone Bridge ONLY**
When: Wednesday, September 2, 2020, 1:00 PM Pacific Time

See page 3 of this section for instructions.

Upload sealed proposals at:

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

By Wednesday, September 23, 2020 1 PM Pacific Time

VENDOR'S CHECKLIST

RFP #2020-047, Travel Training Program Provider

Documents listed below shall be uploaded to Community Transit's Procurement webpage <https://www.communitytransit.org/about/procurement> by the Proposal Due Date and due time 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 (Form 7.03)**
- ☐ **Price Sheet (Form 7.04)**

Please ensure all required documents are properly completed and signed.

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PRE-PROPOSAL CONFERENCE VIA ZOOM AND PHONE BRIDGE

**SIMPLIFIED REQUEST FOR PROPOSALS RFP #2020-047
FOR
TRAVEL TRAINING PROGRAM PROVIDER**

PRE-PROPOSAL CONFERENCE/TELECONFERENCE

Wednesday, September 2, 2020 @ 1:00 PM

- **INSTRUCTIONS FOR JOINING ZOOM:**

1:00 PM - 2:00 PM Wednesday, September 2, 2020 @ 1:00 PM Pacific Time

Join Zoom Meeting

<https://us02web.zoom.us/j/6692470986>

Meeting ID: 669 247 0986

- **AUDIO PARTICIPATION BY PHONE BRIDGE ONLY:**

1. Dial in number: 1-877-655-1334
2. When Prompted, enter the access code: 7260456 #

Disclaimer: Community Transit is not responsible for the proper connectivity or functioning of the Zoom conference.

SECTION 1 – INSTRUCTIONS

1.01 **PREPARATION OF PROPOSALS**

- A. Vendors must register at and utilize the Community Transit Procurement webpage <https://www.communitytransit.org/about/procurement> to participate in this procurement.
- B. Vendors shall submit online responses and upload electronic copies of their Proposal on Community Transit's web page to be considered responsive: <https://www.communitytransit.org/about/procurement>. Instructions for uploading are shown in 1.02.4 below.
- 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, Special and General Provisions, and all Exhibits and Attachments. Failure to do so shall be at Vendor's risk.
- E. Vendor shall furnish all the information required by the solicitation. Incomplete or missing forms may cause the 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.
- H. 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.

1.02 **PROPOSAL SUBMITTAL**

Vendors shall submit a proposal which demonstrates their full 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.

.1 Minimum Qualifications

Vendors will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications.

Vendor must have a minimum of 5 years' experience in providing satisfactory travel training services.

.2 Questionnaire

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

.3 Price Proposal

Vendor shall complete the Price Sheet online and submit Form 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, facilities, and all management, supervision, labor, and service, except as may be provided otherwise in the Scope of Work.
2. Prices shall include all costs, overhead, taxes, duties, etc.

.4 Instruction for Submission of Proposals:

- A. REGISTER on Community Transit's Procurement Web Portal (<https://www.communitytransit.org/about/procurement> and click 'Vendor Registration').
- B. Navigate to 'BIDS' and select the solicitation number (found on the cover sheet of this solicitation).
- C. Download documents from 'BID DOCUMENTS' tab.
- D. Questions can be submitted by deadline in the 'CLARIFYING QUESTIONS' tab.
- E. Upload completed documents (per in 'Vendor's Checklist') to 'RESPONSE' tab.
- F. Complete Form 7.03 Questionnaire and Form 7.04 Price Sheet in the 'RESPONSE' tab. Also, upload a complete copy per item E above.

FINANCIAL RESPONSIBILITY

- 1.03** 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.

VENDOR PROPOSED EXCEPTIONS

- 1.04** 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 Proposal to be viewed as non-responsive. Federal Transit Administration (FTA) terms are non-negotiable.

1.05 COMMUNICATIONS WITH COMMUNITY TRANSIT

This section only applies to communications regarding this solicitation.

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 webpage at <https://www.communitytransit.org/about/procurement> via the “Clarifying Questions” feature under the “Bid” submenu.

Any other communications during the blackout period shall be e-mailed to the following address: 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 identified on the cover sheet 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 Vendor 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 is the date-time stamp of uploaded proposal by Vendor.

Any proposal or revisions to proposal received after the due date will be evaluated by Community Transit at its discretion.

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 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 via the Community Transit procurement web portal.

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).

1.16 PRE-PROPOSAL CONFERENCE

There will be an online pre-proposal conference utilizing **ZOOM with Phone Bridge ONLY**, on the date and time shown on the cover sheet. All vendors are encouraged to participate in the Zoom conference. The purpose of the conference is to answer questions concerning this solicitation.

If possible, questions should be submitted in writing by 5 PM, two days prior to the conference, to give staff time to research answers. Questions must be submitted online using the "Clarifying Questions" feature.

No statements made during the conference shall serve to amend or modify this solicitation unless they are subsequently issued as a written addendum to this solicitation.

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	40	Evaluate responses from Questionnaire.
2	Technical Capability, Approach, and Capacity	55	Evaluate responses from Questionnaire.
3	Communication, Customer Services, and Training	40	Evaluate responses from Questionnaire.
4	Risk, Performance, and Quality Assurance	25	Evaluate responses from Questionnaire (7.03).
5	Price Proposal	40	Evaluate Vendors' price proposals to determine cost realism and reasonableness. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed;• demonstrate that the Vendor understands the Scope of Work (Section 3); and• are reasonable as compared to the level of effort detailed in the Vendor's proposal.
	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(s) 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(s) 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(s) will be sent 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

The Snohomish County Public Transportation Benefit Area Corporation (PTBA), otherwise known as Community Transit, is seeking a qualified contractor to conduct comprehensive travel instruction, utilizing our current “Travel Training Program”. The intent of the Travel Training Program is to prepare community members to safely and independently navigate the fixed-route bus system with confidence.

Community Transit provides accessible general public fixed route transit service as well as complementary paratransit service for people who are unable to use the fixed route service due to a disability. All services are operated in compliance with Title 49 of the Americans with Disabilities Act (ADA).

Public transportation services that are designed for use solely by people with disabilities, such as ADA complementary paratransit, are more costly than accessible general public services such as fixed route. Community Transit seeks to encourage and support seniors and people with disabilities to use accessible general public transportation to the greatest extent possible. Doing so promotes inclusion and improves the cost-effectiveness of public services.

Community Transit is seeking a contractor to implement, expand, and improve upon the existing program by providing travel training services that allow people with disabilities, older adults, and people with limited English proficiency to learn to use general public transportation for some or all of their transit trips. The Travel Training Program would perform the following:

- One-on-one and group travel training services that assist all populations, with a particular emphasis on people with disabilities, older adults, and people with limited English proficiency with learning how to use general public transportation for some or all of their transit trips, including instruction on using personal mobility devices, safely boarding, riding, and alighting Community Transit fixed-route buses, and
- Public outreach to schools, transition programs, senior centers and other organizations who want additional information about our Travel Training Program, and
- Development of innovative techniques to communicate program benefits, respond to public needs for specialized curriculum using new methods of reaching audiences which may include on-line training, videos, and other approaches including destination-specific, system, group, and transition program training.

3.02 BACKGROUND – TRAVEL TRAINING SERVICES

Community Transit seeks to encourage and support the broadest possible use of general public transportation. Doing so promotes inclusion and improves the cost effectiveness of public services. To that end the agency offers a free Travel Training Program for senior citizens, people with disabilities, and limited & non-English speaking persons who may feel unsure about riding the bus. The instruction is customized to meet each person's needs, whether the individual desires general bus riding orientation or in-depth, one-on-one training. Group presentations and orientation rides are also provided.

The populations served by the Travel Training Program include persons possessing a wide range of disabilities, senior citizens, and limited or non-English speaking customers within Community Transit's service area. The majority of these individuals are past, current, or potential future users of Community Transit's paratransit service, DART.

These individuals often require hands-on, intensive, personalized training to help them learn how to travel independently or semi-independently on Community Transit's fixed route transportation system. Persons receiving instruction may:

- Possess one or more cognitive or physical disabilities.
- Utilize auxiliary or supplemental aids, devices, or services.
- Speak little or no English.
- Be unfamiliar with or reluctant to use accessible fixed route service.
- Be regular bus riders who require instruction with a newly acquired mobility aid or instruction on a new route.

In 2019 the contractor graduated 14 individuals from the program, conducted 25 group orientations and training sessions at schools, various community centers, and senior centers.

To help you to become familiar with Community Transit's fixed route system, service areas, and program documentation tools used in the Travel Training Program, please refer to the following materials:

- Community Transit Combined Bus Plus Book
- Community Transit PTBA Map
- Community Transit Travel Training Program brochure
- Travel Training Program documentation tools
- Transportation Options book

Any of the materials listed are available by contacting Community Transit Contracted Services at (425) 348-2379 and will be available on the day of the pre-proposal meeting.

3.03 BACKGROUND – OUTREACH

Increased awareness and visibility of the Travel Training Program is a critical aspect of the overall success of the program. In 2019, the contractor participated in 8 community outreach events.

Community Transit is seeking program improvements that increase visibility throughout the community via active participation in events at senior centers, group homes and facilities, transition programs, job corps and social service organizations, community colleges, and international student programs.

3.04 VENDOR RESPONSIBILITIES – TRAVEL TRAINING SERVICES

The contractor shall provide fixed route bus travel instruction for all community members referred for this service by Community Transit, with a specific focus on people with disabilities, older adults, and people with limited English proficiency. The contractor shall receive approval to proceed with travel instruction from Contracted Services. The contractor will be expected to complete the following (at a minimum) and other duties as determined:

- Develop, organize, and deliver specific travel instruction training, and manage schedules, processes, and procedures for assigned trainees.
- Develop and deliver curriculum to individuals and groups utilizing non-traditional tools such as on-line and video instruction.
- Monitor bus route changes, notify customers affected by these changes, and offer additional travel instruction if warranted.
- Provide curricula, protocols, and tools in necessary formats for all contract components not otherwise provided by Community Transit.
- **Provide “train-the-trainer” training to school teachers, para-educators, and other school officials within Transition Programs, so that they may successfully assist their students with navigating the fixed-route system.**
- **Conduct “ride-along” evaluations with school groups to ensure schools are following program guidelines.**
- Develop destination-specific training and, with the assistance of Community Transit, market the events to the desired community members and groups.
- Utilize subcontractor training as necessary to successfully instruct customers with unique needs (i.e. working with sign language interpreters as necessary for deaf, blind and deaf/blind customers, or ESL interpreters for populations with limited English proficiency).

The contractor shall have an adequate number of staff members trained and available to conduct travel instruction at all times (see description above). Staff members shall carry a cell phone (not provided by Community Transit) during all times of training times. Travel instruction sessions shall occur during the days, times, and to the destinations that the customers will most often use on the fixed route system, including but not limited to, early morning, late evening hours, and weekends.

The travel instruction curriculum consists of the following components:

Referrals: Community Transit will receive, approve, and submit all referrals for the Travel Training Program. Contractor shall acquire new referrals and submit all referrals to Community Transit on an on-going basis. The contractor shall ensure accurate completion of referral forms (refer to exhibits) for all program referrals.

Initial Assessments: The contractor shall utilize an initial assessment tool (refer to the progress evaluation tool in the exhibits) to assess the appropriateness of all Travel Training Program referrals based on an initial, in-person assessment.

The contractor shall assess each individual’s current functional and/or cognitive ability to use fixed route bus service and submit an estimated number of instruction hours the customer may require to successfully complete the program. The estimated hours shall be submitted to Contracted Services, who will approve the requests and monitor for any needed adjustments.

The contractor shall also note any other factors that could significantly impact the individual’s ability to complete the Transit Travel Training Program. If travel instruction is determined to be inappropriate for the individual, the contractor shall clearly document the reasons for such a determination on the initial assessment tool.

Travel Training: The contractor shall utilize a travel skills progress evaluation tool (refer to exhibits for **sample** documents) to document individual progress. Examples of such evaluation guidelines include, but are not limited to:

- Developing a travel instruction curriculum that best meets the needs of each individual and prepare “aids” to be used by the trainee.
- Developing and utilize proven instruction techniques during implementation of the travel instruction curriculum.
- Meeting with the participant. Each time, the contractor will document meeting details and the contractor will continue to assess the person’s skills and ability to successfully complete the program.

Final evaluation:

- The contractor shall assess each customer’s progress and using a final evaluation tool (refer to progress evaluation tool in the exhibits) determine if the individual has acquired the skills necessary to successfully ride Community Transit’s fixed route bus service.
- The contractor shall make recommendation for program “graduation” based on completion of successful travel training.
- The contractor shall document any reasons for unsuccessful travel training sessions on the final evaluation tool.

Graduation: The contractor shall complete the graduate summary tool (refer to exhibits) for each customer who successfully completes the desired objective(s) of the Travel Training Program.

Follow-up: The contractor shall conduct follow-up, utilizing a travel instruction graduate follow-up tool (refer to exhibits), with all program graduates at two-week and two-month intervals.

Note: With the exception of travel training documentation tools and standard materials provided by Community Transit (maps, bus schedules, etc.), the contractor will be responsible for developing and providing all travel training curriculum materials, subject to approval by Community Transit.

General Bus System Instruction and Related Tasks

The contractor shall, as requested by Community Transit, conduct general bus system orientations and presentations to groups requesting this service. For group orientations, Community Transit will provide the presentation materials and outline. If additional materials are necessary or desired, the contractor shall be responsible for developing and utilizing said materials with approval by Community Transit.

The contractor may be required to perform miscellaneous travel instruction-related tasks as requested by Community Transit. Examples of such tasks include, but are not limited to:

- Conduct bus lift/ramp instruction with clients at Community Transit’s operations base.
- Conduct travel instruction with customers on DART buses.

- Conduct trip planning instruction and other bus training as practicable via in-person meetings as well as online meeting tools such as ZOOM, WebEx, Microsoft Teams, or similar tools.
- Conduct travel instruction with customers on public transit services other than Community Transit (i.e. Sound Transit, LINK, Sounder, King County Metro, Everett Transit, Washington State Ferries, or other systems as identified).
- Conduct accessible site trip reviews.
- Promote the Travel Training Program at community outreach events. Participate in ADA Appeal Hearings when necessary

3.05 VENDOR RESPONSIBILITIES – PUBLIC OUTREACH

The contractor shall provide group presentations and conduct public outreach in a variety of settings such as educational and resource fairs, senior centers, group homes, community colleges, schools and transition programs, and other events and facilities requesting travel training information.

The contractor will be required to perform group presentation and outreach tasks as requested by Community Transit. Examples of such tasks include, but are not limited to:

- Attend community events and provide attendees with educational resources such as brochures, maps, Community Transit promotional items, and informational handouts
- Seek out additional opportunities to spread the word about Community Transit's Travel Training Program
- Provide education on accessible transit
- Assist groups and individuals in applying for Regional Reduced Fare and ORCA cards
- Develop group rides and other training opportunities to highlight travel on the fixed route system

3.06 AUXILIARY AIDS AND SERVICES

The contractor shall ensure that all information required to successfully complete travel training shall be provided in a way that maximizes the customer's ability to understand the information, giving primary consideration to the type of auxiliary aid or service requested by the individual.

When necessary, the contractor shall subcontract with an accredited/certified individual or interpreter agency to assist with need-appropriate interpreter services for customers with disabilities during the travel instruction process. When necessary, the contractor shall subcontract with an accredited/certified individual or interpreter agency to assist with language-appropriate interpreter services for customers with limited English proficiency during the travel instruction process. The contractor shall be responsible for providing Community Transit with the name of any interpreter(s) or interpreter service prior to the start of travel instruction, along with an estimated number of interpreter hours that will be required.

The use of any auxiliary services shall be included in the hourly client rate provided on the price sheet.

3.07 QUALITY CONTROL & SAFETY

Quality Control

The contractor 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 with your proposal response as part of Form 7.03, B.5. A final quality control plan shall be submitted for review and approval 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 program shall include, but not be limited to, the following:

Background Check

Prior to hiring any employee, the contractor shall obtain a nationwide criminal background check. Records of criminal background checks shall be kept on file by contractor 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 as part of their answer to Form 7.03, B.7.

Safety, Emergency & CPR Policies

All contractor staff providing travel instruction shall possess valid CPR and first aid certification (certification costs shall be the responsibility of the contractor). The contractor shall provide Community Transit with documentation or proof of valid certification prior to service start-up and at the beginning of each new contract year.

The proposer shall provide Community Transit with copies of its agency's written safety and emergency policies and procedures as part of their proposal response to Form 7.03, B.7. The selected contractor 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.

3.08 KEY PERSONNEL

The contractor shall furnish Community Transit the names of staff to be assigned to the program prior to service start-up and monthly (with any change of staff or upon request) thereafter for the term of the contract.

The Vendor shall provide the following key personnel:

Project Manager - Single point of contact who shall oversee contract performance, ensure that such service meets any and all requirements, provide supervision of all personnel assigned to this contract, and manage records and accounts concerning this contract. The Project manager must be able to speak and write in English, be available in person or by telephone at all hours of service delivery to provide information, coordination, or assistance as necessary, and also serve as an emergency contact during off-hours.

Travel Trainer(s) - The Travel Trainer shall perform individual (and group) travel training and bus orientation functions. Trainers will develop customized training plans and may develop travel aids to meet each individual's needs.

Staff Experience and Capabilities

- The contractor shall ensure that all staff members involved in the Travel Training Program are proficient for the type of instruction they are providing under this contract. (Proficiency is determined by, but not limited to: prior experience, training and knowledge of human development and behavior, and/or working with individuals with special needs including any specialized education, and/or trainings to such, travel-related concepts and skills, and knowledge of all aspects of public transportation services).
- All staff members shall have sufficient training and familiarity with people possessing various disabilities, sexual orientations, and diverse cultures, races, and ages. (Sufficient training is determined by, but not limited to: direct experience and/or training with working with individuals with special needs including seniors, and limited or non-English speaking persons, direct experience and/or training of travel-related concepts and skills, knowledge of public transportation services, including the natural and built environment and paths of travel, and the interaction of these dynamics, proven ability to identify risk, and assess and follow safe and appropriate journeys for the individual. Staff members shall have the ability to provide daily assessments, make decisions about a client's progress, move them through the stages of the travel training process, and make recommendations about when an individual is ready and safe to start travelling independently).
- All staff should be familiar with, stay up to date on, and follow current ADA laws.
- All staff shall be thoroughly knowledgeable in the safety and emergency policies and procedures established by the contractor and Community Transit.
- All staff should be familiar and stay up to date on all new technologies integrated on our bus systems (i.e. Trip Planner, APTS, Bus Finder, and other future technologies as they are implemented.)
- Staff must be computer proficient in Microsoft Word and Excel programs. (Proficiency is determined by, but not limited to: Each staff member must be able to compose, send, and receive electronic messages and documents using equipment provided by the contractor).
- Staff must have the ability to carry and use a cell phone (not provided by Community Transit) at all times while conducting travel training, outreach events, group training, and related services.
- Staff members must also be able to work effectively with our diverse community and in conjunction with interpreters to provide travel instruction to deaf, blind, or deaf/blind program customers; as well as other community service providers.
- Assigned personnel shall be responsible for knowledge of Community Transit's service area (e.g. road and street network, shopping centers, cities, major medical facilities, high schools, colleges, work centers, etc.) and be proficient in utilizing public transportation systems. Staff members must remain knowledgeable of all current and new bus system technologies used by Community Transit.

Community Transit reserves the right to review and approve the qualifications and experience of staff providing service under this contract, including new and replacement staff proposed by

the contractor. The contractor shall supply any and all information required to perform such a review prior to contract start-up and upon employing new staff associated with this project.

Community Transit also reserves the right to require contractor staff be replaced as a result of justifiable complaints by program customers, their legal guardians, support systems, or allied agencies.

3.09 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 such as turnover of records, status, reports, etc.

3.10 KEY DELIVERABLES

REQUIRED REPORTS:

- Complete and signed monthly invoices for payment of services to be submitted to Community Transit on or before the 7th of the month for services rendered the previous month.
- All customer-related travel instruction paperwork for the previous month to be submitted to Community Transit at regularly scheduled monthly coordination meetings, or as requested by Community Transit staff. This includes program metrics which, at a minimum, are:
 - Training Hours for each participant and area of training
 - Total participants, current and YTD
 - Graduates, current and YTD
 - Program participant demographics (Senior, Student, ESL, Group, etc.)
 - DART qualified participants
 - Outreach Events attended
 - School training events performed
 - School ride-alongs performed
 - Metrics as identified and agreed by both parties

Note: Neither regularly scheduled monthly meetings nor impromptu meetings with Community Transit staff shall be considered as direct service, billable hours under this contract; nor shall time spent traveling to/from travel instruction-related appointments. (Currently, Community Transit and the contractor spend roughly four to five hours per month, including a regularly scheduled monthly meeting, discussing program and customer issues.)

SURVEYS & FOLLOW UP SURVEYS:

- Upon completion of training (or when training is temporarily on hold) vendor shall complete a graduate summary with the candidate within two weeks of graduation.
- A second follow-up survey shall be completed within two months of graduation.
- Surveys are to be submitted to Community Transit on or before the 7th of the month (or submitted at the regularly scheduled monthly coordination meetings)

END OF MONTH DATA / REPORTS

- Provide end of month training metrics (i.e. number of individuals in training, graduates, DART registered guests, etc.) to be provided via email by the 7th of each month for the previous month.

ANNUAL CONTRACTOR COMPLIANCE REVIEWS & TRIENNIAL FTA AUDITS

- Community Transit performs annual contractor compliance reviews (CCR) in which the contractor shall be evaluated on (but not limited to): services, procedures, and customer service.
- In addition, the FTA conducts an extensive triennial review, which is conducted over an extended period of time. The contractor is expected to be prepared to participate in this audit fully when asked to do so.
- All reviews and audits may require requests for (but not limited to): procedure and document evaluations, ADA compliance, site visits, and personal interviews with any/all staff involved in the contract.

3.11 COMMUNITY TRANSIT PROVIDED SERVICES

Community Transit's staff will be responsible for the following:

Contracted Services Manger - shall oversee all aspects of the contract to include but not limited to: monitoring and reviewing the contractor's performance, reports and data provided under this contract, supervision of the Community Transit's Assistant Manager, approval of submitted invoices, and approval of all changes in contract.

Assistant Manager (Project Manager) - shall provide training and orientation for contractor employees to familiarize them with Community Transit's fixed route bus and paratransit systems and the Travel Training Program, oversee and monitor program progress and receive weekly and monthly reports, provide contractor with travel instructors bus passes, free bus tickets and standard transit-related materials for distribution to travel instruction customers, and perform group presentations, attend outreach events and provide referrals for the Travel Training Program.

3.12 SERVICES PROVIDED BY OTHERS

The following services will be performed by others in support of, but outside of, this Contract.

Community Transit contracts for the provision of ADA complementary paratransit services. The Contractor, currently Transdev North America, performs the following functions:

- Scheduling, dispatch, and delivery of paratransit services
- Receipt and processing of customer applications for paratransit eligibility
- Eligibility screening and functional assessments

EXHIBIT “A”

Sample Travel Instruction Program Documentation Forms

- A.** Travel Training Program Referral Intake Form
- B.** Travel Training Program Referral Receiver Form
- C.** Travel Training Program Check List

Travel Training Program

Intake Form

Referrals to the Travel Training Program are serviced in order of receipt. Please complete the referral form and return it to our office. Mail the referral form to: Community Transit, 7100 Hardeson Road Everett, WA 98203 or FAX the form to (425) 348-2341. Questions about the Travel Training Program? **Call (425) 348-2379.**

Applicant Information

Date of application: _____ Name: _____

Address: _____

City: _____ Zip: _____

Phone: _____ Date of birth: _____

Disabilities: _____

General Information

Day to day contact person: _____ phone: _____

Person making referral: _____ phone: _____

Agency: _____

Address: _____

City: _____ Zip: _____

Title or relationship to applicant: _____

Person to contact in case of emergency: _____

Phone: _____

Relationship: _____

Does applicant know he/she is being referred? Yes _____ No _____

Should applicant be contacted directly by the travel instructor to arrange the initial meeting? Yes _____
No _____

If not, who should be the initial contact? _____

If yes, when and how is it best to contact the applicant? _____

Does applicant have a legal guardian? Yes _____ No _____

If yes, please provide guardian's name, address, and phone number:

Has the possibility of travel training been discussed with the applicant? Yes___ No___

Response: _____

With the family, caregiver, or residential staff? Yes _____ No _____

Response: _____

Training Information

What is the applicant's current means of transportation? _____

Does applicant have any information about the bus system? Yes _____ No _____

If yes, please indicate specific route/destinations:

Please indicate times/days applicant is available for training:

What is the major purpose for this training: (work, school, medical, etc.)

Check the type of instruction you would like to have completed by the applicant:

- ___ Use of bus system
- ___ Read bus schedules/Plan bus trips
- ___ Walk to specific bus stop
- ___ Travel specific route(s)
- ___ Orientation and familiarization of environment
- ___ Pedestrian safety

___ Other (specify) _____

Cognitive Skills/Abilities

Can the applicant verbalize the following identification information:

Name Yes___ No___

Home address Yes___ No___

Home phone # Yes___ No___

Name of work/school Yes___ No___

Work/school phone # Yes___ No___

Can applicant read? _----- Yes No

Can applicant write? _----- Yes No

Can applicant count money?----- Yes No

Medical/Disability Information

Please check any conditions below that apply to the applicant:

___ Visually Impaired

___ Balance/gait Disorder

___ Hearing Impaired

___ Cardiac Disorder

___ Behavior Disorder

___ Diabetes

___ Mental Illness

___ Circulatory Disorder

___ Learning Disability

___ Respiratory Disorder

___ Mental Retardation

___ Stroke

___ Communication Disorder

___ Neurological Disorder

___ Cerebral Palsy

___ Head Injury

___ Epilepsy

___ Other _____

___ Incontinence

How might any of these conditions affect the applicant's ability to travel independently?

List any medications being taken and times taken by applicant:

For what reasons are these medications being taken?

List any side affects of the medication such as dizziness, slowed reaction, drowsiness, etc.

Does the applicant use any of the following assistive devices or mobility aids?:

Hearing aids-----Yes No
Orthopedic cane-----Yes No
Walker-----Yes No
Crutches-----Yes No
Braces-----Yes No
Scooter-----Yes No
Wheelchair (manual/motorized) (circle one)-----Yes No
Prosthesis-----Yes No
Hand splints-----Yes No
Communication board/device-----Yes No
Guide dog-----Yes No
White cane-----Yes No

Does the applicant exhibit irregularities in the following?:

Posture-----Yes No
Gait-----Yes No
Balance-----Yes No
Bladder control-----Yes No

Comments: _____

Applicant's Exposure To Public Transportation

Has applicant used public transportation before or after onset of disability?

Before _____ After _____

Explain: _____

Can applicant currently travel independently in the community? Yes ____ No ____

Physical Abilities

Does the applicant have difficulty negotiating any of the following architectural conditions:

Curbs----- Yes No

Stairs----- Yes No

Ramps----- Yes No

Doors----- Yes No

Comments: _____

Can the applicant wait, standing, for 15 minute intervals?-----Yes No

Can the applicant wait, seated, for 15 minute intervals?-----Yes No

Can the applicant locate the bus stop nearest to home?-----Yes No

Can applicant negotiate uneven or hilly terrain?-----Yes No

Can applicant follow instructions when given by bus drivers or strangers? ---Yes No

Can applicant use bus schedules?-----Yes No

Behavioral State

Can applicant pleasantly and effectively turn down unsolicited offers of sympathy or assistance?-----
----- Yes No

Comments _____

Does the applicant behave in a manner that is socially appropriate while traveling on public transportation?----
----- Yes No

Comments _____

Can applicant ignore or deal effectively with negative attention from others, such as teasing, verbal harassment or derogatory remarks made about applicant (within earshot)?

Yes No

Comments _____

[illegible]

TRAVEL TRAINING PROGRAM REFERRAL RECEIVER

Today's Date: _____

Referral's Name: _____

Date of Birth: _____

Address: _____

Apt. # _____

City: _____

Zip: _____

Phone #: _____

Referral: Has a Disability ☐ Is a Senior Citizen ☐ Is Non-English Speaking ☐ Is Being Referred For Re-Training ☐

Person Making Referral: _____

Relationship to Referral: _____

Phone #: _____

How did referral source learn of CT's Travel Training Program?: _____

Does the referral currently ride DART or other paratransit services?: _____

Initial Contact Should be Made With: Referral ☐ Person Making Referral: ☐

Other: _____

Comments: _____

SECTION 4 – SPECIAL TERMS & CONDITIONS

4.01 CONTRACT POINT OF CONTACTS

- A. Project Manager - Community Transit's Manager of Contracted Services is the individual assigned by Community Transit responsible for managing, inspecting, and monitoring of all Contractor work performed to ensure compliance with the contract requirements. The Manager of Contracted Services is the Contractor's primary point of contact for all program issues and acts as the agencies representative in charge of work at the site.
- B. Contract Administrator - Community Transit's Procurement and Contracts Manager/DBE Liaison Officer is the individual assigned by Community Transit responsible for resolving contractual issues. This includes the issuance of a written document to amend, modify, or deviate from the Contract price, terms, conditions, requirements, specifications, details and/or delivery schedule.

The technical administration of the Contract shall not be construed to authorize the revision or amendment of any aspect of the Contract. Any such action will be administered by the Contract Administrator and be governed by the Change provisions of this contract.

4.02 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 (OMWBE)
PO Box 41160
Olympia, WA 98504-1160

Main: (360) 664-9750; Toll Free: (866) 208-1064; Fax: (360) 586-7079; TTY: (800) 833-6384

Or visit their website at www.omwbe.wa.gov
- B. Community Transit has adopted a race and gender neutral policy to support and encourage Small Business Enterprises (SBE/DBE) per 49 CFR Part 26. The Policy is available at: www.communitytransit.org/SDBE.
- C. A contract goal has not been established for this procurement. No preference will be provided in the evaluation of bids and 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 may be required to report SBE participation throughout the period of performance.

4.03 AFFIRMATIVE EFFORTS TO SOLICIT SBE PARTICIPATION

Contractors are encouraged to:

- A. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide SBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by SBE firms and may be done through general advertisements (e.g. internet, newspapers, journals, etc.) or by soliciting bids directly from SBEs.

- B. Utilize the services of available community-based organizations, contractor groups, local small business assistance offices and organizations that provide assistance in the recruitment and placement of SBEs and other small businesses, such as the Office of Minority and Women's Business Enterprises.
- C. Establish delivery schedules, where requirements of the Contract allow, that encourage participation by SBEs.

4.04 REQUIRED SBE CONTRACT CLAUSES

Pursuant to Community Transit's SBE policy, the following clauses will apply to the Contractor and it shall be the Contractor's responsibility to flow down these clauses to all Subcontractors, irrespective of their tier of performance:

A. Contract Assurance

The following clause is incorporated in every contract and subcontract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

B. Prompt Payment & Retainage

The following clause is incorporated in every contract:

When payment is received by a Contractor or Subcontractor for work performed, the Contractor or Subcontractor shall pay to any Subcontractor no later than ten days after the receipt of the payment, amounts allowed the Contractor on account of the work performed by the Subcontractor, to the extent of each Subcontractor's interest therein. This requirement shall flow down from Contractor to all lower tier subcontractors.

If an SBE has not been paid on time, it should seek to resolve issues with the Contractor or Subcontractor, if the SBE is on a lower tier. If a satisfactory resolution is not arrived at, the SBE may approach Community Transit for assistance. While several avenues are available to involve Community Transit, an online option is to fill out a Complaint Form at: www.communitytransit.org/SDBE, which will escalate the issue immediately.

4.05 SBE PARTICIPATION REPORTS AND RELATED ITEMS:

As part of routine Contract Administration, Contractor may be requested to submit compliance documentation in a manner required by Community Transit. This may include, but is not limited to: subcontractor lists with work description and contract amounts, providing affidavits of amounts paid, and copies of subcontract agreements demonstrating compliance to the contract provision flow-down requirements mentioned above.

4.06 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 Contractor 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 Contractor 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.

1. If such a condition should arise, Contractor will be notified and expected to take corrective action as stated in the Scope of Work Section 3.0.
2. After a third occurrence of non-compliance has been communicated to the Contractor, a notice of “non-performance” will be sent to the Contractor, detailing the circumstances of the non-performance. The Contractor will have three business days to respond to the non-performance notice with a detailed corrective action plan.

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

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

4.07 CONTRACTOR CONDUCT

The Contractor will be responsible for any and all actions by their personnel. In the event of a complaint, it shall be the Contractor’s responsibility to take whatever steps necessary to satisfy the complaint including and not limited to any damage which may have resulted from the Contractor’s service personnel and to protect the interest of Community Transit.

The Contractor will furnish a full written report of any reported complaint and actions taken by the vendor and will submit such report to Community Transit’s Project Manager as stated in the Scope of Work Section 3.0.

4.08 SAFETY PROCEDURES

The Contractor shall have policies and procedures in place to respond to any emergencies that may arise. Emergency policies and procedures should take into account that service may take place in a wide range of environments and times of day. The Contractor shall notify Community Transit as stated in the Scope of Work Section 3.0.

4.09 PRICE ADJUSTMENTS

Prices shall remain firm for the duration of a term of two years beginning January 1, 2021, with three 1-year extension options, at the sole discretion of Community Transit.

4.10 OPTION YEAR PRICING

Prices shall remain firm as shown on Form 7.04 Price Sheet for the duration of the initial two-year contract period. Prior to commencement of subsequent option years, Community Transit will entertain a request for escalation consistent with the Consumer Price Index. Such request must be submitted in writing to the Contract Administrator six-months prior to contract renewal with updated cost data, per Form 7.04 Price Sheet.

Community Transit will evaluate the option year pricing information to determine if the option year price request is fair and reasonable, and that it is to the satisfaction of Community Transit. Community Transit may amend the contract and institute the price adjustment at the beginning of the option term.

4.11 REMOVAL OF EMPLOYEES

Promptly upon Community Transit's request, the Contractor shall remove from activities associated with this contract any employees whom Community Transit considers for cause unsuitable for such work.

4.12 ANNUAL AUDIT

Community Transit reserves the right to conduct an annual audit of Contractor's records and accounts to evaluate compliance in accordance with applicable Washington Rules and Regulations or specification requirements.

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 ORDER OF PRECEDENCE – SEE CONTRACT

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 Transit's 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.

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
7100 Hardeson Road
Everett, WA 98203

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 coverages:

- 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)
- Network Privacy and Security Insurance/Cyber Liability Insurance (\$1,000,000 per claim)

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 Vendor to whom Community Transit awards a contract pursuant to this RFP shall file with Community Transit evidence of insurance from insurer(s) satisfactory to Community Transit certifying to the coverages of insurance as previously detailed in this section. 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

In order to comply with WAC 296-800-170, Hazard Communication, the Contractor shall submit with the Proposal a Material Safety Data Sheet (MSDS) for all products containing any

toxic products that may be harmful to the end user. The MSDS is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate shall be so stated in the MSDS 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 RFP, 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 for the 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 REIMBURSEMENT OF TRAVEL COSTS – NOT APPLICABLE

5.39 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.

5.40 PUBLIC DISCLOSURE OF INFORMATION

1. 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.
2. 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.
3. 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.

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

5.41 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.

5.42 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.

5.43 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.

5.44 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.

SECTION 6 – FEDERAL TERMS & CONDITIONS

6.00 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

6.01 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. The Purchaser and Contractor 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, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor 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 subcontractor who will be subject to its provisions.

6.02 FEDERAL CHANGES

Any proposed change in this contract shall be submitted to Community Transit for its prior approval. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (17) dated October 1, 2010) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6.03 ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6.04 CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) 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 Contractor 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 Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) 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 Contractor 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 Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(b) 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor 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.

6.05 ACCESS TO RECORDS AND REPORTS

Community Transit, the Comptroller General of the United States, or any of their duly authorized representatives, shall, until six years after final payment under this contract or for any shorter period specified, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract, and may request copies of specific documents at no charge to Community Transit.

If it is apparent that there will be substantial subcontracting, your organization shall include clauses that impose these same requirements on any subcontractor. Thus, there shall be a clause requiring submission of cost and pricing data by subcontractors, a clause permitting examination of cost and pricing data before award and a clause permitting examination of records during the administration of the contract for all subcontractors.

Failure to include the above three clauses could subsequently result in:

- A. The Contractor's failure to submit cost data; or,
- B. Refusal by the Contractor to provide such data; or,
- C. Refusal by the Contractor to allow the grantee access to the records of the Contractor.

6.06 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (NONCONSTRUCTION)

To the degree required by the law the Contractor shall comply with the following:

A. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 8 hours in each calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, whichever is greater.

B. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of 8 hours or in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. Withholding for Unpaid Wages and Liquidated Damages

The U.S. Department of Transportation or Community Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor or any other federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Nonconstruction Grants

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A through E of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in subparagraphs A through E of this paragraph.

F. Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6.07 RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

6.08 PRIVACY ACT

A. Community Transit and Contractor agree:

(1) To comply with the Privacy Act of 1974, 5 U.S.C. Section 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the contract involves the design, development or operation of any system of records on individuals to be operated by Community Transit, its Contractors, or employees to accomplish a government function.

(2) To notify the Government when Community Transit or Contractor anticipates operating a system of records on behalf of the government in order to accomplish the requirements of this agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. Community Transit or Contractor, as appropriate, agrees to correct, maintain, disseminate and use such records in accordance with the requirements of the Act and to comply with all applicable requirements of the Act.

(3) To include the Privacy Act Notification contained in this agreement in every subcontract solicitation and in every subcontract when the performance of work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the contract to accomplish a government function.

(4) To include this clause, including this paragraph, in all subcontracts under which work for this agreement is performed or which is awarded pursuant to this agreement or which may involve the design, development or operation of such a system of record on behalf of the government.

B. For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, Community Transit, third party contractors and any of their employees is considered to be an employee of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause make this Agreement subject to termination.

C. The terms used in this clause have the following meanings:

(1) *Operation of a system of records* means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

(2) *Record* means any item, collection or grouping of information about an individual that is maintained by Community Transit or Contractor on behalf of the Government including, but not limited to, his education, financial transactions, medical history and criminal or employment history that contains his name or the identifying number, symbol or other identification particularly assigned to the individual, such as a finger or voice print or a photograph.

(3) *System of records* on individuals means a group of any records under the control of Community Transit or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identification in particular assigned to the individual.



FORM 7.01 VENDOR COMMITMENT AND INFORMATION

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI#:	
Website:	DUNS#:	
If applicable, Vendor is a: <input type="checkbox"/> Certified DBE # _____ <input type="checkbox"/> Certified S/W/M/VBE # _____ <input type="checkbox"/> Non-Certified S/W/M/VBE		
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:	



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:

<p>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.</p> <p>Vendor represents and warrants that no actual or potential personal or organizational conflict of interest presently exists or will exist, between itself or its employees with Community Transit or its employees, in the performance of work if awarded this contract.</p>		
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

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.

Vendor Name:

Question	Response
A. Qualifications and Relevant Experience	
1. Briefly describe your company. Include how long the company been in business as well as its current size.	
2. Describe the qualifications of your company, its business experience and achievements as it pertains to the requirements of this RFP.	
3. Describe the following: <ul style="list-style-type: none">Who are the key personnel involved in the completion of the project requirements? (For purposes of this contract, key personnel are considered to be the Project Manager, account manager and all other staff directly involved in the travel training program.)Include resumes & professional references.Include CPR and first aid certifications.Include demonstration of computer proficiency.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 firm, year of applicable licenses, and etc.?	

Question	Response
<ul style="list-style-type: none"> If your proposal represents a joint effort or a prime/subcontracted proposal, provide the above for all members of the proposal team and the specific responsibilities of each project team firm. 	
4. Describe how you acquire and maintain the staff/personnel possessing the qualifications and capabilities called for in this RFP.	
5. What is your staff turnover rate annually for the past three years?	
6. Describe the experience of the proposed project team in completing work of similar scope, size and nature. Provide a list of three major projects that person(s) has been involved in and their role.	
7. What characteristics most distinguish your organization from your competitors?	
8. Describe how staff stays up to date on all new technologies integrated on our bus systems (i.e. APTS, Bus Finder, and other future technologies as they are implemented.)	
9. Describe your staff's familiarity with and how they stay up to date to ensure compliance with Washington State laws and current ADA regulations.	
B. Technical Capability, Approach, and Capacity	
1. What is your approach to this project? <ul style="list-style-type: none"> List the primary features or work tasks. Describe your execution, management, and control of the project. 	

Question	Response
2. How will Community Transit benefit from your approach?	
3. Proposers shall include information describing how they would respond to and manage any increased demand for travel training services and subsequent increase in program hours that would necessitate additional staff hours or the addition of staff to the travel instruction program under the provisions of this contract.	
4. Proposers shall state whether or not a change in contract rates would be required should the Travel Training Program be expanded, and at what level of expansion any rate increase would take effect.	
5. Provide a draft Quality Control Plan (QCP) as requested in Section 3.07.	
6. Provide your written safety and emergency policies and procedures.	
<p>7. Provide copies of the following documents:</p> <ul style="list-style-type: none"> • Safety and emergency policies and procedures • SOP manuals • Employee recruitment and screening methods • How staff background checks are conducted, including content requested, source, and method of obtaining • Instruction program for travel instructors • Supervision and monitoring procedures of travel instructors • How sign language/ interpreter services will be arranged and are 	

Question	Response
used by your agency in similar projects	
8. How will your approach help us achieve and maintain our expectations of the vendor (listed in specifications section 3.04 – 3.10)?	
9. What immediate improvements will Community Transit notice as a result of your approach?	
10. How (or why) is your approach cost effective and/or more efficient?	
11. How does your approach meet or exceed our needs as described in the specifications/scope of work?	
12. What is your availability for this project? Please include a statement of other work currently under way or anticipated to be in progress during the time frame of this project and show how you intend to schedule projects so this project is accomplished as well.	
13. Provide a timeline plan for this project and include any Community Transit staff time requirements.	
14. Describe how the organization will deliver the services for items listed in sections 3.04 through 3.06 of this RFP. Please include: Name and description of any 3rd party organizations that will participate in the delivery of the services.	
15. Describe any relevant software programs that your firm proposes utilizing for this contract 16. Include your firm's plans and procedures for transitioning from the current Vendor, as well as a plan for transitioning to a subsequent Vendor after the contract ends.	
17. Describe metrics that measure trainee success as well as contractor success.	

Question	Response
Provide a plan for addressing deficiencies in attaining metric benchmarks and goals.	
18. Describe other measurements such as trainee demographics or other data gathering that assist outreach efforts.	
19. Describe your approach to community outreach and how you will assist Community Transit in marketing the Travel Training Program to potential groups, organizations, and individual trainees.	
20. Address any remaining points in specifications/scope of work (Section(s) 3.04 – 3.10) not described above.	
21. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.	
C. Communication, Customer Services, and Training	
1. Describe how your company/project manager will keep Community Transit informed in a timely manner of any issues related to delivering the services described in this RFP.	
2. Describe your company's customer service procedures and policies. Describe your approach to achieving Customer Satisfaction, including your company's policy for returning calls and e-mails? What are your customer service hours (Pacific Time)?	
3. Describe your on-going training of your staff to ensure daily working knowledge as applicable to this contract.	
4. Describe your process for ensuring that your staff maintains current CPR and First Aid Training/Certification.	

Question	Response
5. How will your project manager communicate with Community Transit's project manager in all phases of the contract? (How often are status reports provided)?	
6. How will you ensure that you will be fully staffed to meet the needs of Community Transit in all aspects of the contract?	
D. Risk, Performance, and Quality Assurance	
1. Submit (no more than five) completed relevant project experiences (within the past three years) that demonstrate successful contract performance similar in size and scope as described in this RFP. Include the following for each reference (include transit or government experience):	
a. Company name and full address	
b. Point of contact name, title, e-mail address, and phone number	
c. Contract title, number, start and completion dates	
d. Contract description & order / service details	
2. Do you currently perform customer satisfaction assessments/surveys? If so, please provide how your customers rate your services and customer service.	
3. Provide feedback collected from previous customers regarding your performance.	
4. What is the average length of your contracts?	
5. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.	



Simplified Request For Proposals 2020-047 Travel
Training Program Provider

FORM 7.04 PRICE SHEET

Vendor Name:

PRICE SHEET

Please quote in each of the following line items in the table below, the Hourly Client Service Rate.

Hourly Client Service Rate shall include all costs, fees, expenses and profit. Costs shall cover effort spent directly on services for clients, presentations, outreach, actual training, follow-up, travel time, documentation, and supplemental travel instruction. Annual use of interpreter services is projected between 1-2% of the total estimated client service hours. All expenses and costs to provide the services such as materials, program administration, etc. shall be included.

The annual total of individual travel instruction is approximately 600 hours for each year. Community Transit projects 35 individuals across these 600 client service hours for each year.

The annual total of group travel instruction is approximately 60 hours for each year. Community Transit projects 12 groups across these 60 client service hours for each year.

INSTRUCTIONS: Please quote your Hourly Client Service Rate. Then provide the total annual estimate by multiplying the appropriate rate by 600 Individualized Rate and 60 Group Rate, respectively. Then add these two values to get the Total Annual Estimate.

Community Transit will only pay the Hourly Client Service Rate quoted below.

Year	1st Year Total (\$)	2nd Year Total (\$)	3rd Year (1st Option Year) Total (\$)	4th Year (2nd Option Year) Total (\$)	5th Year (3rd Option Year) Total (\$)
Hourly Client Service Rate					
Individualized Hourly Client Service Rate \$_____ The Individualized Rate shall apply when up to 2 trainees are receiving individualized training.					
Group Hourly Client Service Rate \$_____ The Group Rate shall apply when 3 or more trainees are receiving the same training.					
Total Annual Estimate					

Authorizing Official Name:

Authorizing Official Title:

Authorizing Official Email:

Authorizing Official Phone:

Authorizing Official Signature:

SECTION 8 – SAMPLE CONTRACT
CONTRACT RFP #2020-047 TRAVEL TRAINING PROVIDER

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
3. Section 6 : Federal Terms & Conditions
4. Section 4: Special Terms and Conditions – Project Specific
5. Section 5: General Terms & Conditions
6. Section 3: Scope of Work, and
7. Contractor Proposal

2. Compensation

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

Total contract amount is (\$DOLLAR AMOUNT) for this period.

3. Contract Period of Performance

Two years starting Jan 1, 2021 and three 1-year options at the sole discretion of Community Transit.

4. 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 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 Hardeson 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.

_____ Contractor name	_____ COMMUNITY TRANSIT Agency
_____ Signature of authorized official	_____ Emmett Heath, Chief Executive Officer
_____ (Print or type name and title)	_____ Date
_____ 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: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

WAC: Washington Administrative Code