



Whatcom Transportation Authority
REQUEST FOR PROPOSALS
FOR
INTELLIGENT TRANSPORTATION SYSTEMS
CONSULTANT
#2016 - 224

SOLICITATION RELEASE DATE:
April 1, 2016

SOLICITATION DUE DATE AND TIME:
May 9, 2016 no later than 12:00PM

Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
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Part 1 – General Information

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. WTA is a municipal corporation formed in 1983. The transit revenue fleet consists of 57 fixed route buses, 41 paratransit vehicles, and 39 vanpools.

WTA's mission is to enhance our community by:

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

Additional information about WTA can be found at www.ridewta.com.

WTA is requesting proposals for a consultant to assist with the implementation of an Intelligent Transportation Systems ("ITS"). Some ITS projects will be subject to a financial assistance contract between WTA and the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) grant award. The consultant contract, therefore, is also subject to the terms of the contract between WTA and the DOT ("DOT Contract"), and any and all applicable Federal regulations. The consultant shall be required to comply with all provisions of the DOT Contract.

WTA has embarked on a five (5) year plan called Destination 2020. This plan includes sustaining current ITS systems in a state of good repair through 2020 and adding new technologies.

This engagement will be firm-fixed Task Order based. Task orders may include but are not limited to design, project planning & management, acquisition, as well as integration, implementation, and training of the selected ITS product(s) and solutions.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award. Marking an entire submission as Confidential or Proprietary does not relieve WTA from Public Disclosure requirements. It is the vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

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

Part 2 - Submission Guidelines

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

2.A Procurement Schedule

Activity	Date – 2016
Procurement Request Released	April 1
Submissions Due*	May 9, no later than 12:00 PM PST
Finalist Interviews**	May 18 - 25
Final Selection (Best & Final Offer)**	June 1
Notice of Intent to Award***	June 6
Estimated Award Date	June 16

**The WTA will reject proposals that are submitted after this deadline*

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

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

WTA reserves the right to modify the Procurement Schedule through written addenda.

Proposers should be willing and able to attend these interviews in person. Interviewee's will be notified no later than close of business on May 13, 2016 that an interview has been scheduled. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials. Requirements of the interview will be provided when the interview is scheduled.

2.B Proposal Guidelines

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

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

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

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

Except as otherwise stated, incomplete or conditioned proposals, or proposals containing erasures, alterations, or items not called for or are not in conformance with the law, may be rejected as non-responsive.

WTA reserves the right to:

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

A proposal will be rejected when:

- It is not received by the required deadline
- The proposal is not in the format as required
- The Proposer fails to meet the minimum qualifications listed in [Part 3.B](#)
- The Proposer is determined to be not responsible as described in [Part 3.C](#)
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- The proposal does not meet required terms and conditions

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

Proposals submitted will not be public information until after award. Refer to [Part 6](#) for more information.

Submissions become property of WTA. WTA reserves the right to request information to be displayed differently than presented (for example, request a bundled pricing structure be itemized). However, proposals with details that have been altered in any other way than requested may be rejected and not considered for award.

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline.

WTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, if necessary, to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification will result in rejection of that proposal. WTA reserves the right to request financial statements from Proposers to demonstrate financial responsibility. Failure to provide requested documentation citing “confidentiality” or “trade secret” may result in the proposal being rejected as non-responsive. Please refer to [Part 6](#) for more information.

2.C Minimum Proposer Qualifications

A Proposer must meet and demonstrate the following minimum qualifications:

1. Proven experience providing technical consulting and acquisition services to public transportation entities.
2. Demonstrate ability to implement Trapeze OPS with a CAD system.
3. At least 5 years recent experience of design and implementation of an ITS solution.
4. Must have necessary insurance called for under the specifications set out herein.
5. Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
6. Have a State of Washington and any required local government business license.

A Proposer, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing (including appropriate insurance coverage) necessary to satisfactorily meet the requirements set forth or implied in the proposal. Failure to provide sufficient evidence when requested may be cause for proposal rejection. Please refer to [Part 6](#) for the handling of “Confidential” or “Proprietary” information.

2.D Proposal Submission

An electronic copy or a dedicated CD/USB Flash Drive is the preferred method of submission. The proposal is to be submitted to:

Magan Waltari, Procurement & Grants Coordinator/DBELO
Whatcom Transportation Authority
4111 Bakerview Spur Rd.
Bellingham, WA 98226
(360) 788-9332
procurement@ridewta.com

Hard copies will also be accepted in place of an electronic submission. Hard copies will be unbound (i.e. no staples, combs, binders, etc.). Plainly mark envelopes “Sealed Proposal RFP #2016-224.” WTA will not be responsible for prematurely opening proposals not properly addressed or identified.

WTA makes no provision for specifically collecting mail from its reception area, mail box or receiving dock immediately prior to the deadline. Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) should, therefore, be sent in ample time to arrive before the actual due date and time. WTA shall not be liable for checking the reception area, mail box or receiving dock immediately prior to the time of opening.

Proposers are asked not to include any extra marketing material, flyers, general information brochures, company promotional information, etc.

All proposals and submissions become the property of the WTA. Pages of the proposal should be numbered, and sections clearly outlined. Any confidential or proprietary information should be submitted separately and clearly marked as "Proprietary" or "Confidential." Please refer to [Part 6](#) for more information. THE SCOPE AND EXTENT OF PROTECTION THAT WTA CAN PROVIDE TO INFORMATION DESIGNATED AS PROPRIETARY AND CONFIDENTIAL IS LIMITED BECAUSE OF THE WASHINGTON STATE PUBLIC RECORDS ACT. ALL BIDDERS SHOULD REVIEW [PART 6](#) FOR A FULL EXPLANATION.

2.E Requests for Exceptions, Approved Equals and Clarifications

Proposers desiring alternatives or exceptions to any contract terms must submit their requests prior to proposal close using [Exhibit H](#).

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal are cause for the proposal's rejection as non-responsive.

2.F Submission Packages

The proposal must be broken up into two (2) separate packages. Failure to include any of the requested information in the required format will render the proposal non-responsive. Submissions should be single spaced, no columns, 12 point font, and follow the page limitations. Failure to follow these requirements may render proposal as non-responsive.

2.F.2 PACKAGE 1

This package must not contain any identifiable information about the firm or individuals potentially assigned to the project if awarded to Proposer. Package 1 will be used to assist the evaluation team in ranking Proposers, based on the value he/she/it would provide to the WTA. See [Part 3](#) for more detail on the evaluation process of this procurement.

The below 3 sections should be no more than 2 pages each single spaced, no columns, and 12 point font and follow the format provided on the exhibits in Part 9. Package 1

submissions over this maximum or indicating any identifiable firm information may be rendered non-responsive and risk not being evaluated as part of the overall submission.

1. Risk Assessment Plan – Part 9, [Exhibit D-1](#)

Based on the Proposer's experience with other customers (Lessons Learned), information in this RFP and at www.ridewta.com, and the information provided in the [Evaluation Scenario Exhibit D](#), identify risks for the scenario on [Exhibit D](#) that need to be considered as part of a federally funded ITS implementation. The format outlined on [Exhibit D-1](#) is required. Include concerns relating to the project success, explain why the risk is a risk, and make sure the risk is specific to the project. Identify solutions to avoid or minimize the identified risks. Lay out a plan to reduce the impact to the project and prioritize the risks in order of importance. If the Proposer does not believe there are any risks to consider, indicate this using the format outlined in [Exhibit D-1](#).

2. Project Capability – Part 9, [Exhibit D-2](#)

Demonstrate Proposer's understanding of WTA's needs, existing environment, scope of service that is requested, and potential use of FTA Grant funds for the [Evaluation Scenario outlined in Exhibit D](#). Provide capability statements regarding Proposer's qualifications to complete the task. The format outlined on Exhibit D-2 is required. Capability Statements should be listed according to their importance and relevance to the scope of work.

3. Value Add Plan – Part 9, [Exhibit F](#)

Express any value added ideas, and their costs or savings, that may benefit WTA in the implementation of the ITS plan described in the ITS Destination 2020 Plan on [Appendix C](#). This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. The format outlined on Exhibit F is required. These ideas must be logical and based on verifiable metrics. These ideas must NOT be included in the cost proposal. Before award, WTA will determine if the value added items will be accepted or rejected. If the Proposer does not believe there are any value add items to consider, indicate this using the format outlined in [Exhibit F](#).

2.F.2 PACKAGE 2

This package must address the following areas in this order with each section clearly identified. Only Proposers who have been included in the competitive range will have this section reviewed. Information in this package must be no more than 10 pages using single spaced, no columns, and 12 point font. Failure to follow the below order or formatting requirement may render Package 2 as non-responsive and risk not being evaluated as part of the submission. See [Part 3](#) for more detail on the evaluation process of this procurement.

1. Firm and Principal Information:
 - A. Provide a brief history and description of Proposer's firm. Include general information regarding organizational structure, size, capabilities, and the firm's qualifications and experience in executing similar scopes of work.
 - B. Provide details about individuals assigned to this project.
 - a. Identify the roles and tasks these personnel will perform. The Proposer's Project Team Manager must be clearly identified.
 - b. When the Project Manager is unavailable, describe how WTA's needs will be met. For example, if primary staff is unavailable and an immediate answer is required, who would WTA contact?
 - c. Describe how Proposer prioritizes multiple projects with different customers. How will WTA's objectives and requirements be met with others competing for equal attention?
 - C. Provide a description of Proposer's approach to ITS consulting:
 - a. How Proposer works with customers during the project development process.
 - b. What information and support Proposer will need from WTA staff as part of ITS planning and implementation.
 - c. Will Proposer require the use of a sub-contractor to execute any portion of the work scope? If so, which portions? (See [6.I Subcontracts](#))
 - D. Illustrate and provide proof of Proposer's experience, knowledge, and success in ITS project management and implementation. This must include the experience of staff assigned to this proposed project and reflect planning and provision of implementable recommendations.
 - E. Document Proposer's familiarity with the Systems Engineering Review required by § 23 CFR 940 for ITS projects.
2. Project Plan
 - A. Briefly summarize the major assumptions that have been made in preparing the proposal. Include items/tasks assumed WTA will perform, items/tasks required from WTA, and items/tasks that have not been included in the proposal (items that may be outside of the work scope).
 - B. Outline the roles, responsibilities and expectations of WTA.
 - C. Demonstrate Proposer's understanding of WTA's needs and scope of service.
 - D. Describe how Proposer would approach delivery of the scope of services for the projects outlined in [Appendix C](#).
 - E. Using [Exhibit D](#), provide a project plan and statement of work based on the provided pricing scenario in [Exhibit D](#) including details to milestones and durations, as well as how the Proposer will meet WTA's expectations. This is separate from the Project Capability Statements.

3. Client References

Provide reference information for at least five (5) clients from the last three (3) years. These customers will have similar scopes to what is being proposed. Other transit agencies using Federal funds are preferred but not required. Contact information must be current and accurate in order to be evaluated.

4. Provide rate schedule

This engagement will be task order based. Labor rates for project principals, direct material cost, travel, taxes, overhead, General & Administrative, and any other reimbursable fees must be detailed on [Exhibit E](#). These rates will be used to price future task order projects¹. The Proposer may add additional job classifications.

Proposers will price out the example task order provided on [Exhibit D](#) for evaluation purposes.

2.G Conflict of Interest

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

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

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

Conflict of interest would occur under the following:

- Vendor assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.

¹ FTA C4220.1F rev G, Chapter VI, 6, a, (2).

- Vendor or supplier/distributor assists in the creation of a project budget.
- Vendor or supplier/distributor has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Vendor has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (eg. Distributor/manufacturer relationship)

Proposers are required to submit [initialed Part 7](#) and [Exhibit G](#) with his/her/its proposal indicating understanding and acknowledgement of this section.

2.H Addenda

Addenda will be issued to all Proposers should questions or clarifications be deemed significant enough to affect received proposals. It is the Proposer's responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Addenda must be acknowledged on [Exhibit B](#).

Addenda is uploaded to each WEBS solicitation, sent to Proposers who have requested a solicitation packet from the procurement office, and posted on the WTA website.

Proposals not acknowledging addenda will be considered not responsive and not reviewed.

2.I Contact With WTA

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

Magan Waltari, Procurement & Grants Coordinator/DBELO
4111 Bakerview Spur
Bellingham, WA 98226
360.788.9332
procurement@ridewta.com

2.J Protest Procedures

Filing a Protest Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a procurement action as defined below. A protest may not be filed challenging the WTA staff or Evaluation Committee's recommendation of a potentially successful Proposer. The protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

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

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

Issues and facts not stated in the Notice of Protest will not be considered.

All communications with involved parties shall be in writing and open for public inspection.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the vendor if a contract has been awarded. If no award has been made, notice will be provided to all solicitation holders.

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

- a) Reasonable probability exists that the protest will be sustained.
- b) Stay of the award is not contrary to the best interests of WTA.

Review of Protests

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

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

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

2.K Inter-local Purchasing

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

Part 3 – Proposal Evaluation

The Procurement & Grants Coordinator will preside over the evaluation committee comprised of individuals from the project development team. They will be individuals involved in the research and drafting of the scope of work in [Part 4](#). The committee will be responsible for reviewing and evaluating the Submission Packages described in [Section 2.E](#) against the Evaluation Criteria in [Section 3.C](#).

The Procurement & Grants Coordinator will review the packages also, provide input, assemble evaluation aids, and perform other functions as needed by the team to appropriately evaluate the submissions. Scoring may be performed in isolation, together as a group, or a combination of both. Please note that the Procurement & Grants Coordinator will not score any proposal.

If necessary, committee members may be substituted.

WTA is using a Request for Proposal (RFP) negotiated procurement process for this contract. This process may or may not include interviews, demonstrations, and/or a Best and Final Offer (BAFO) process. Proposers shall not presume that any of these aspects will occur, nor that WTA is required to engage all Proposers in interviews, demonstrations or BAFO's.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award under the Washington State Public Records Act.

Proposal evaluations and any discussions/negotiations, including documentations, correspondence, and meetings, will be kept confidential until a contract has been fully executed by both WTA and the selected Proposer.

Evaluations will be made based on the evaluation criteria listed below ([Section 3.C](#)). WTA reserves the right not to award to the lowest cost Proposer. The Proposer that best fits the needs of WTA and provides the best overall value to the WTA will be selected.

Proposals that do not comply with instructions and do not include the required information will be rejected as non-responsive and not be considered. Proposers must pay close attention and strictly follow all instructions. Submittal of a proposal will signify acceptance of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully, and separately requested and agreed on before proposals are submitted. ([See 2.D Request for Exceptions](#)). WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

Proposals containing conditions, exceptions, or reservations to any Contract requirements, will be rejected as non-responsive unless previously discussed with WTA prior to proposal due dates. However, WTA reserves the right to instruct the Proposer to amend his/her/its proposal and remove said conditions and/or exceptions. Any failure to do so will cause the proposal to be rejected as non-responsive.

All proposals of firms interviewed will be re-evaluated in all criteria, based on information received. WTA may also call for Best and Final Offers (BAFO) once the interviews have concluded. Please refer to the BAFO section below.

Upon written request, unsuccessful Proposers may be debriefed after the award has been confirmed by WTA's Board of Directors.

3.A Evaluation Procedures

1. The Procurement & Grants Coordinator will review proposals received by the deadline for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements provided throughout this RFP will be rejected as non-responsive. Proposers will also be reviewed against section [3.B Responsibility](#). Any submissions from Proposers not meeting these requirements will be rejected as not responsible.
2. The Evaluation Committee will review Package 1 Submissions against the Evaluation Criteria listed in [3.C Evaluation Criteria](#) below. The top 4-6 scoring proposals will be selected for Competitive Range.
3. The Evaluation Committee will review Package 2 submissions for proposals in the Competitive Range and score them based on [3.C Evaluation Criteria](#).
 - a. The Procurement & Grants Coordinator will review Package 2 and score the competitive range submissions for price using the following normalizing formula.
$$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$$
 - b. Competitive Range Proposers will have their references checked by a member of the Evaluation Committee, the Procurement & Grants Coordinator, or a combination of both.
4. Total scores for Package 1 and Package 2 will be combined to determine the three (3) highest Proposers. These are the Proposers that may be invited for interviews and BAFO (See section [3.D Best and Final Offer](#)).
5. Once any interviews are complete, the Evaluation Committee will re-score submissions against the criteria listed in [3.C Evaluation Criteria](#) based on information provided by interviewees. The highest scoring Proposer will be selected.

3.B Responsibility

WTA determines whether the Proposer and proposed subcontractor(s) are capable of successfully completing contracts of this type, including but not limited to meeting the following minimum requirements:

- Not be on the suspended and debarred list found on Sam.gov.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.
- That he/she/it is skilled and regularly engaged in the general class or type of work called for under the contract.
- That he/she/it has the requisite experience and ability, sufficient financial, facilities, personnel and plant resources to enable it to prosecute the work properly and successfully, and to complete it within the time stated in its proposal.
- That he/she/it has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- There are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.

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

A Proposer, if requested, must present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal. Please refer to [Part 6](#) regarding public records. WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

3.C Evaluation Criteria

Proposals shall be evaluated as follows with the criteria listed. The highest scoring Proposers may be invited to phone or in-person interviews for additional evaluation. WTA reserves the right to make an award without interviews or a BAFO. The final selection will be the Proposer which, in the opinion of WTA, best meets the requirements set forth in the solicitation and is in the best interest of WTA. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

Criteria – Package #1	Points
Project Capability	60
Risk Assessment Plan	20
Value Add Plan	20
Criteria – Package #2	
Past Performance Information	60
Price	40

3.C.1 PROJECT CAPABILITY

Capability differentiates a Proposer's ability to execute the project provided in [Exhibit D](#). A Proposer should identify key areas that qualify him/her/it to assist in the delivery and implementation of a variety of ITS solutions as they relate to the WTA mission. These may consist of technical terms or critical aspects of performing the work. For example, how a firm or individuals can prove expertise or sell abilities, where similar solutions have been implemented in the past, etc.

WTA is looking for Proposers that are able to partner with the WTA staff to deliver a complete and integrated ITS solution from start to finish. Project plans and deliverables that are comprehensive and make sense based on the scope of work and timeline for implementation. Effective communication skills for individuals at all levels are an important and valuable part to this project. The ability to work within FTA guidelines for ITS implementation and funding will be considered as part of this criteria.

3.C.2 RISK ASSESMENT PLAN

Identify risk items within WTA's scope on [Exhibit D](#) and clearly state a plan to minimize each risk from negatively impacting project performance. WTA will evaluate plans based on logical solutions for mitigating potential risks.

3.C.3 VALUE ADDED PLAN

Identify any value added options, ideas, or services that are beyond the projected ITS Destination 2020 projects listed in [Appendix C](#). An explanation must be provided for each item. The corresponding cost impact of each value added option must be included if a cost exists. DO NOT INCLUDE ANY OF THESE OPTIONS IN THE PRICE PROPOSAL.

If the Proposer doesn't feel he/she/it can provide anything additional to WTA's ITS implementation, please indicate N/A on [Exhibit F](#).

3.C.4 PAST PERFORMANCE INFORMATION

WTA will survey each reference listed in the Vendor Information & Reference ([Exhibit C](#)). Information including but not limited to, overall performance, knowledge, and relationship

with WTA staff will be collected on the firm, the project principals and any other critical members of the consultants proposed team.

3.C.4 PRICE

This must contain all services and resources to meet the requirements provided in the [Scope of Work Part 4](#). No alternates, proposed changes, or items from the Value Add Plan ([Exhibit F](#)) may be included in the price proposal. Hourly pricing must include all conceivable aspects of completing the task. This should include but not be limited to labor, expenses, overhead, profit, materials, travel, and applicable taxes. These rates will be used to price future task order projects². The Proposer may add additional job classifications to the attachment.

To equally evaluate proposals, WTA will use quoted pricing for the evaluation scenario outlined on Exhibit D.

3.D Best and Final Offers (BAFO)

Selected Proposers may be afforded the opportunity to amend his/her/its proposal and make its BAFO. The requests for BAFO's shall include:

- Notice that this is the opportunity for submission of a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format.
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified by WTA for the receipt of BAFO's.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as their BAFO.

Any modifications to the initial proposals made by a Proposer in his/her/its BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the [Evaluation Criteria in 3.C](#).

WTA reserves the right to award without a BAFO.

² FTA C4220.1F rev G, Chapter VI, 6, a, (2).

3.E Notice Of Intent To Award

Upon selection of the successful Proposer, WTA will issue a Notice of Intent to Award to all Proposers. The Notice of Intent in no way constitutes a promise to award, rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent but before the Board of Directors meeting.

Proposers are permitted to request a debriefing from the Procurement and Grants Coordinator after the intent is issued.

Part 4 – Scope of Work

WTA has a continuous need for various IT and transit technology services, however, faces several challenges with its wide variety of projects and relatively small size to have the necessary knowledge in-house. To create a more efficient and effective process and obtain experienced talent for direction on these projects, WTA intends to execute a Task Order based contract.

The WTA does not guarantee a minimum or maximum of work to be accomplished under this contract.

This contract will serve as an umbrella contract with a menu of services based on WTA's projected capital budget program and the overall WTA needs. From this menu of services WTA will issue task order projects to meet the requirements of the project. Because each project is individually funded, WTA will be required to seek Board approval for any project over \$100,000. The intent of the task order will use pre-negotiated rates for separate roles leaving only the level of effort to be negotiated between the consultant and WTA. [Exhibit E](#) will set the annual rates and be the standard price sheet for individual projects.

WTA has embarked on a five (5) year plan called "Destination 2020". This plan includes sustaining our current ITS systems in a state of good repair through 2020 and adding new technologies. WTA expects our consultant to provide design, implementation and or installation services throughout the life of the contract.

A complete list on anticipated projects may be found on [Appendix C](#)

Major projects include:

SmartBus

- Computer aided dispatch/automated vehicle location (CAD/AVL)
- Automated Stop Annunciation (ASA)
- Automated Signal Prioritization
- Predictive Arrival/Interactive Voice Response
- Single Sign On

Trapeze Ops. WTA is currently implementing Trapeze OPS workforce management software. As WTA wishes to minimize duplication of systems and maximize the value of both its workforce management system and its Computer Aided Dispatch it will integrate OPS with its new CAD system. Experience with this integration will be key to the project's success.

Subscriber Based Radio system. WTA's second large project is installing a new subscriber based radio system throughout its fleet of revenue and non-revenue vehicles. WTA is currently developing a separate RFP for this project and will install a new system late 2016/early 2017.

Proposers must demonstrate experience implementing a variety of ITS solutions, as well as execution of a Strategic ITS Deployment Plan (SDP). This experience shall include knowledge and expertise in:

- Best value procurement, acquisition and contract administration support.
- Enterprise database/open data.
- Cloud computing.
- Design and implementation of transit radio communications systems including computer aided dispatch (CAD), automatic vehicle locator/global positioning systems, real-time passenger information systems, and communication networks.
- CAD/AVL/RTPI integration of both bus and light rail transit requirements.
- Design and implementation of intelligent transportation systems (ITS).
- Project management experience for large, federally funded capital projects including schedule and budget control, specification development, technical evaluation, contract negotiation and implementation.
- Design, implementation and integration of associated "smart bus" technologies, fare equipment, vehicle maintenance monitoring, automated annunciators and head signs, traffic signal pre-emption equipment, and passenger information systems.
- Current telecommunications industry standards and codes, and FCC rules, regulations and licensing.
- Development and implementation of a comprehensive equipment and system testing and acceptance plan.
- Development of staffing and training plans for operations and maintenance personnel associated with communications systems.
- Fare collection technologies and implementation.
- Trapeze familiarity for both consultant and potential ITS vendors.
- Understanding of market, installation, warranty, integrations, vendors.

4.A Overview

WTA is seeking Proposals from qualified professional public transit consulting and communication engineering firms to provide comprehensive and experienced services to facilitate the enhancement of the WTA existing services with an ITS. The new ITS includes, but may not be limited to, wireless communication and interconnect transport; a computer aided dispatch/automated vehicle location (CAD/AVL) system; Advanced Traveler Information System (ATIS); in-vehicle equipment such as, and Automated Stop Annunciation (ASA), signal prioritization, fleet maintenance management, and on-board

video cameras. WTA reserves the right to add or delete work from this engagement as it pertains to the acquisition and deployment of a working Intelligent Transportation System.

WTA intends to enter into a contract with any successful Proposer to:

- Deliver project management services including quality control of process and deliverables
- Develop project plans including costs, timelines, etc.
- Prepare system technical specifications that meet regional Intelligent Transportation System (ITS) requirements
- Create recommended system staging/implementation plan
- Supply system procurement and implementation support (Optional)
- Contribute support and quality assurance to the vehicle build process (Optional)
- Provide assistance on a Task Order basis for additional work related to the ITS system after Go Live

The task orders for any may include all or some of these seven (7) major tasks with each task further broken into subtasks describing the body of work anticipated. Project Managers and internal stakeholders shall play a role in each of the tasks. It is possible that new tasks or subtasks, within the scope of this RFP may be developed during the course of the project, as necessary to achieve the project's overall objectives.

The successful Proposer (who in Parts 4 and 5 shall be referred to as "Consultant") shall work closely with WTA staff throughout the ITS project. WTA will designate its own project manager for each project, who will be responsible for the entire ITS project and will be assisted by staff from various departments in WTA. WTA's project manager will be the primary point of contact with the Consultant's project manager.

WTA's team will support the Consultant in the execution of the project. Staff members from key WTA areas will be involved, providing input and review at various stages of the project.

4.B Project Goals

The ITS project has been commissioned by WTA's leadership to plan for and procure a technologically advanced public transit management system to help achieve the following operational objectives:

- Improve System Security
- Improve service performance and consistency
- Acquire real-time situational awareness of service conditions and situations for efficient dispatching
- Improve communications with bus operators and Dispatch

- Enhance real-time service/schedule information to transit passengers, managers and regional information systems (e.g., customer services, IVR, bus-stop information displays, websites, cell phone and PDAs, etc.)
- Seamlessly integrate ITS with legacy systems or their proposed upgrade/replacement
- Improve performance between , fixed-route and paratransit operations
- Improve ease of use and value of WTA services to fixed route, paratransit, and vanpool

WTA desires to implement proven and comprehensive ITS technology. The ideal ITS system shall include the following elements, which will be thoroughly reviewed and defined as part of the Consultant's work scope:

- Automatic Vehicle Location (AVL) with Differential Global Positioning System (GPS) Correction (if required)
- Interface to existing Trapeze Dispatch & Scheduling System
- Next stop annunciation (visual and audio)
- Passenger wayside information system
- Bus schedule and route adherence monitoring
- Computer- aided dispatch
- Advanced data and voice communication
- Customer information center interface
- Automate signal prioritization

Proposers should recommend additional elements as necessary to ensure a complete and optimal analysis is achieved.

The Consultant and sub-consultant(s) that are awarded task orders under any contract are prohibited from being an employee or agent of a company that may propose providing design, implementation, and/or installation services. (Please see [Conflict of Interest 2.G](#))

4.C Existing WTA Environment

Please refer to [Appendix C](#) "Destination 2020" for a complete description of WTA's existing environment.

4.D Project Timelines

WTA anticipates completion and "Go Live" of the Smart Bus Project no later than January 2017.

A proposed project schedule/timeline indicating key milestones, project deliverables and an estimated completion date for each Task Order is mandatory. WTA is interested in an aggressive implementation.

WTA recognizes successful completion of this project will require engaged participation of its staff. Accordingly, Proposers shall include in his/her/its proposal the appropriate WTA staff needed to assist with the project and the amount of their dedicated time that is anticipated.

The selected Proposer shall provide project management for all phases of the project and shall keep WTA informed of progress, maintain the overall schedule, and maintain control of the contract costs.

4.E Engineering And Technical Services

The Consultant will work off of a previously developed strategic plan ([Appendix C](#)) for design of the ITS system and prepare technical specifications document(s) which meet Federal ITS requirements for fixed route and paratransit elements. The Consultant will also prepare a recommended implementation plan to assist WTA to better manage system implementation and program needed resources.

A Proposer must demonstrate technical performance and best practices in the following ITS communication, and ITS disciplines:

- 1. Transit Operations and Fleet Management**
 - a. Computer Aided Dispatch
 - b. Automated Vehicle Location
 - c. Mobile Data Terminals
 - d. Planning
 - e. Scheduling and Service Coordination
 - f. Statistics and Reporting
 - g. TRAPEZE Suite including: OPS, FX, Blockbuster, Plan, PASS, Gateway
- 2. Transit Information Dissemination and Traveler Information**
 - a. In Vehicle Systems
 - i. Head Signs
 - ii. Automated Stop Announcements
 - b. In Terminal/Wayside (future technologies)
 - i. Message Boards
 - ii. Kiosks
 - c. Pre-Trip & En-Route Internet/Wireless/Phone
 - i. Google Trip Planner
 - ii. Rider Alerts
 - iii. Interactive Voice Response

3. Safety and Security
 - a. In Vehicle Surveillance
 - b. Facility Surveillance
 - c. Incident Management
4. Wireless Communications such as 802.11, 802.16, and similar mobile broadband technologies.

4.F Consultant Responsibility and Objectives

The following list of services describes the work to be performed within either the Consultant or sub-consultant individual areas of expertise. Consultant must demonstrate the following characteristics while fulfilling this contract.

- Collaborative
 - Unbiased
 - Respectful
 - Timely & Responsive
 - Responsible
 - Creative
 - Communicative
1. Utilizing a Transit Management Enterprise Architecture and IT Planning Framework, provide roadmap services to successfully implement IT/ITS systems that meet WTA needs, leverage its IT/TS investments and maximize overall value to the organization.
 2. Provide IT/ITS planning and procurement processes, outline, and improve understanding of functional and technical specifications/requirements, identify and mitigate risks, manage project implementation efforts, validate and verify compliance with WTA's needs, and measure results and benefits.
 3. Provide planning and assessment on information, services, and technology to connect across an enterprise and support business processes, solve problems, and measure performance. Provide assistance to promote information sharing across WTA and institutional barriers.
 4. Provide oversight so that IT/ITS projects are defined and staged in a way that provides best value and supports successful project implementation, operations, and on-going maintenance. Analyze the benefits and costs of proposed IT/ITS projects across the project's lifecycle (including operations and maintenance) and that resource are available to support and maximize the investment of the program.
 5. Provide quality assurance for IT/ITS projects meet stakeholder needs: requirements are explicitly described, risks are identified and mitigated, and the system development process is managed to ensure that correct operations and requirements are met.
 6. Provide technical expertise to develop and implement the standards and processes for IT/ITS projects. Enable the organization's support groups to adequately use and support the new IT/ITS solutions.

4.G WTA Responsibility

WTA will be responsible for providing direction to the Consultant. Formal and informal communication following any contract award shall be directed to the Director of IT, Josh Nylander who will serve as the Lead Project Manager. Project managers within the WTA will be assigned to each project through the task order process and will be responsible to provide direction to the consultant in relation to the individual projects.

4.H Consultant Evaluations

WTA will conduct a performance review of projects and the contractor every 6 months or upon task order completion, whichever comes first while contract is in effect. These reviews shall be completed by WTA's Project Manager. The completed evaluation form shall be shared with the contractor/consultant and become a permanent part of the contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- **Communication**
Communicates regularly and openly with staff assigned to projects. This can be done face to face, via phone conferences, one-to-one, or group meetings. Consultants are visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Presentations are clear and well received. Verbal and written communication is concise and easy to understand to individuals not on the project teams. Tasks for all stakeholders are clearly defined.
- **Quality of deliverables**
Completed project accurately represents Task Order, follows milestones, and meets or exceeds proposed deadlines. Deliverables are timely, and are customized based on WTA's environment, needs, and culture. Contractor has a quality assurance process in place to reduce errors and ensure accuracy of information.
- **Interpersonal Skills with WTA staff**
Effectively coordinates and cooperates in development, implementation, process, and programs. Actively engages stakeholders in project design and administration. Collaborates with all internal stake holders and is conscious of how work flows intersect. Respectful of WTA culture, mission, vision, and values. Seeks feedback to improve relationships and improve stakeholder commitment towards quality deliverables.
- **Vendor interaction and relationships**
Is courteous with vendors and mindful of existing and future relationships between the vendor community & WTA. Cooperates with vendors while being mindful of

WTA's requirements. Assertive with WTA's needs and requirements while being respectful. Represents WTA appropriately at meetings and discussions.

Evaluations will be scored as follows:

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

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

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

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

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

Price Adjustments may be negotiated as part of the contract extension. Please see [Part 5.B Price Adjustments](#) for more information.

4.I Task Order Procedures

Requests for task order proposal will be issued by WTA's Procurement & Grants Coordinator. The consultant will be provided a scope of work and will respond within fifteen (15) business days with a price proposal in sufficient enough detail to ensure the proposal meets the scope of work. At a minimum the scope of work will contain the scope of services, deliverables (if any), and period of performance. The Consultant will use the negotiated rates for the applicable year and using [Exhibit E](#) provide a price proposal to the Procurement & Grants Coordinator. Each task order issued will be uniquely numbered and shall be firm fixed priced using the form on [Exhibit D](#). Task orders with a value greater than \$100,000 will require approval of the WTA Board of Directors.

Part 5 – Contract Information

5.A Contract Term, Invoice Payments, & Travel Costs

The initial length of any contract will be three (3) years. WTA reserves the right to extend the contract for two (2) additional one (1) year increments depending on WTA needs.

Payment will be based on successful task completion at Net 30 terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.), Firm Fixed Fee milestones, and corresponding milestone payments. Final project/task order invoices are due within thirty (30) days of project/task order final acceptance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must detail the hours worked during the month, sorted by task, and include by date, cost per hour, and the total cost for the month. Invoices must be addressed to Accounts Payable, WTA, 4111 Bakerview Spur, Bellingham, WA 98226 or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

Travel costs will be reimbursed to consultants and sub-consultant(s) as follows. Detailed receipts or other proof of expense are required to be fully reimbursed. WTA will not pay any mark-up for any travel costs. A credit card receipt will not be accepted in lieu of a detailed receipt. Receipts are not required for meals covered by per diem and for miscellaneous expenses under \$10 a day.

- Meals & Incidentals per GSA.gov rates at the time of travel based on the destination.
- Mileage will be based on GSA.gov rates at the time of travel.
- Air fare and baggage will be based on the most economical flights with reasonable routing. Business class or first class tickets will not be reimbursed.
- Hotel will be moderately priced and conveniently located. WTA will not reimburse charges for unused rooms.

Expenses including, but not limited to, laundry (unless staying more than 5 nights), in-room movies, extra-cost facilities (e.g. "Resort Fee"), room upgrades or concierge floors, medical expenses, alcohol, damage/theft, fines, tickets, or lost luggage replacement costs, will not be reimbursed. A complete list of Non-Reimbursable Expenses is available upon request.

5.B Price Adjustments

During consultant evaluations, WTA will consider a rate adjustment to the hourly rates, Overhead, and G&A, if requested by the Contractor in writing thirty (30) days prior to the scheduled evaluation. Rates may be adjusted using the following index calculated over-the-year:

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

Rates will not be adjusted more than 15% above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request by the date of the scheduled evaluation. If approved, a rate increase shall take effect once a contract modification is executed by the Parties.

To illustrate:

The service cost proposed on Exhibit D totals \$35 for one job classification (Rate + OH + G&A + Profit). Using the above CPI for Annual Average 2014 and Annual Average 2015 (published in the December CPI Index).

2015 CPI Annual Average for	239.630*
Less 2014 CPI Annual Average for Previous Year	222.578*
Equals index point change	17.052
Divided by 2014 CPI Annual Average	222.578*
Equals	0.077
Result multiplied by 100	0.077 x 100
Equals percent change	7.7

*The figures in this table are fictitious and only used for illustration.

The adjustment will be based on the 7.7% change.

The adjustment of 7.7% would then be calculated: $\$35 \times 7.7\% = \37.69 . The service cost for that job classification would then be increased to \$37.69 per hour

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

5.C Contract Modifications & Task Orders

No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of any contract shall be effective without prior endorsement of the Procurement & Grants Coordinator and written consent of WTA's General Manager. Oral changes, amendments or agreements are not permitted and may not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and

executed by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of any contract on behalf of WTA. WTA reserves the right to refuse payment on invoices for work that is performed without the proper endorsement and written consent.

At a minimum change orders or task orders must have a detailed statement of work, level of effort by job description (hours), and job descriptions. Changes that result in pricing adjustments will be required to be submitted with vendor cost data. This includes the vendors profit as it pertains to the change. Profit will reflect the complexity of the work, contractors risk including investment, and what is typical for the industry. WTA reserves the right to negotiate profit as part of the change order³. Similarly, all changes will show allowable indirect costs (overhead and General & Administrative). Indirect costs will be allowable according to FAR Part 31.

Either party may initiate a Change Request to the other in writing. After receipt of any written change request, Contractor shall submit a detailed price schedule proposal for the work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of any contract titled "Disputes" ([Appendix A #20](#)) however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.

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

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

5.D Independent Contractor

An independent contractor relationship will be created by any contract whereby, in the performance of any contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including

³ FTA C4220.1F rev G, Chapter VI, 6, a, (2).

attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor of WTA.

5.E Performance Standards

The word "*service(s)*" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of any contract and to have the same effect as if fully reproduced herein.

If any unsatisfactory condition or deficiency is detected, or if any of the service performed do not conform to the contract requirements, WTA will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other rights, WTA may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense; 2) refund WTA the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.

Contractor shall acknowledge this Opportunity to Cure ([Appendix A #18](#)) within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the WTA Project Manager, or designee.

Within seven (7) calendar days of acknowledging said notice, Contractor must provide WTA with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. This plan will also include measurements to be used in monitoring remedy status. WTA may accept, modify, or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the at his/her/its expense.

In the case of an emergency where WTA believes delay could cause serious injury, loss or damage, WTA may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of WTA employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and WTA may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

Non-Performance Notice: If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, WTA may send a "Notice

of Non-Performance” to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to WTA’s satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three (3) business days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for WTA contracts may be rejected without consideration. This procedure to remedy defects is not intended to limit or preclude any other remedies available to WTA by law, including those available under the Uniform Commercial Code, RCW Title 62A. Acceptance by WTA of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.

Third Party Claims: In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under any contract.

5.F Enforcement Costs

In the event of litigation between the Parties, declaratory or otherwise, for the enforcement of any contract, or as a result of any contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorneys’ fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other Alternative Dispute Resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys’ fees incurred as a result of the ADR method.

5.G Supervision and Coordination

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified in any contract; 2) Designate a representative for the Work under any contract to which all communications given by WTA to the representative shall be binding on Contractor.

5.H Suspension of Contract

WTA may, at any time and without cause, suspend any contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA.

5.I Warranties

All work, services and materials furnished under any contract are subject to all warranties or guarantees arising by operation of law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.

Contractor warrants he/she/it has the right to sell the products delivered or render services to WTA and that such products/services will be of the highest quality; free from liens, infringements of any third party intellectual property rights, and defects, be in conformance with the Contract Documents, and be fit for the known purpose for which they are sold. Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all products delivered, including, but not limited to WTA's costs and attorneys' fees. All products not so conforming to these standards shall be considered defective. If required by WTA, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of products.

5.J Disadvantaged Business Enterprise (DBE) Contracting

WTA participates in the Federal Department of Transportation Disadvantaged Business Enterprise (DBE) program.

This contract may be subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The WTA's overall goal for DBE participation is **4%**. A separate contract goal has not been established for this procurement. WTA encourages contractors to utilize DBE's as often as possible or, at a minimum, make a good faith effort to subcontract or purchase goods and equipment from them.

Contractor is also encouraged to receive Federal DBE certification where applicable.

A complete list of certified DBE and SBE's as well as certification information can be found at omwbe.wa.gov.

5.K Sub-Contracts

The Contractor shall perform no less than 75% of any Task Order with his/her/its own organization. The Contractor shall not sublet to one subcontractor more than one-quarter (1/4) of a Task Order without the previous written consent of WTA.

All subcontractor(s) must be pre-approved by WTA and meet the same minimum requirements in [3.C Responsibility](#). WTA reserves the right to investigate sub-contractor responsibility prior to confirming award. WTA will not approve change orders to the price for replacing rejected contractors.

Before the project starts, sub-contractor(s) will submit the following documents:

- Insurance requirements listed in [Appendix B](#) #30 or furnish proof of inclusion of the Prime Contractors insurance.
- Submit complete and signed [Exhibit B](#), [Exhibit C](#), [Exhibit G](#), and [Exhibit I](#).
- Submit an initialed [Part 7](#).
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable.

Sub-Contractor(s) will not be approved if they are on the Federal debarment and suspension list found at sam.gov

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

WTA will not be held responsible for the contractual relationship between subcontractors and the Contractor. Contractor will mediate any contractual issues with his/her/its subcontractors directly. The Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Contractor's ability to successfully complete a project.

5.L Access to Records and Sites of Project Performance

As a recipient of FTA and State funds, WTA agrees to:

1. Provide, and require its Contractors at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
 - a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives
 - b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
 - c. WTA and its Contractors

Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Proposals Marked Confidential:

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

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

Public Records Application to Documents of Vendor

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

Part 7 – Debarment, Compliance, Conflict of Interest

By submitting a signed proposal, each Proposer is assuring the WTA of the following:

1. A Proposer is not on the current list of Federally or Washington State debarment lists.
2. The Proposer agrees to adhere to ADA requirements.
3. The Proposer will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The Proposer, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of any contract, which may result in the termination of any contract or such other remedy as the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any of his/her/its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of any contract.
5. The Proposer certifies that he/she/it does not maintain or provide for his/her/its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the Proposer assures that he/she/it has no direct or indirect financial or proprietary interest, and that he/she/it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that he/she/it shall not employ any person or agent having such interest.
7. That the Proposer assures that the he/she/it is fully licensed, bonded, and insured. A copy of the successful Proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish Proposer responsibility as part of the evaluation process.

Proposer's Initials

THIS PART MUST ACCOMPANY THE PROPOSAL

Part 8 – Appendix

Appendix A: General Contract Terms and Conditions

The Proposer agrees by submitting a proposal to WTA that the following general provisions as set out in Appendix A and B will be included in any final contract between the WTA and the successful Proposer (in this Part 8-Appendix referred to as “Contractor”), unless any term is inconsistent or less restrictive with a provision in the specifications, in which case the specifications shall control. Contractor will also include these terms & conditions in any subcontract that may be let. Submission of a proposal acknowledges that WTA will not enter into a contract that contradicts any of the below terms and conditions.

1. Contract Documents: in order of precedence, include:
 - Request for Proposal 2016 - 224
 - Scope of Work in [Part 4](#)
 - Issued Addenda (if applicable)
 - Terms and Conditions in Appendix A
 - Contractor Pricing & Response
 - RFP Exhibits & Appendices
 - Executed Contract
 - Purchase Orders
 - Change Orders
2. Contract Representatives:
 - a. WTA’s contract administrator: Magan Waltari, maganw@ridewta.com, 360.788.9332
 - b. WTA’s project manager: Josh Nylander, joshn@ridewta.com 360.788.9341.
3. Notices: All contract notices and waivers must be in writing. Verbal notices will not be accepted. Notice is considered received within 5 business days after issue.
4. Payments: Invoices are paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work. The WTA will adhere to a previously negotiated payment schedule, including any terms based upon negotiated milestones.
5. Taxes: A Contractor should include applicable Washington State Sales and local tax as a separate line item on the invoice, exclude Federal Excise Tax, and supply exemption certificate when necessary.
6. Guarantee: Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warrantied for a minimum of one (1) year after final invoice payment unless agreed upon otherwise.
7. Inspection and Acceptance: Services performed and goods provided to WTA will be monitored, inspected, and conditioned upon acceptance by WTA or designee. Acceptance of any portion of the services or goods to be provided does not release the

Contractor from liability for faulty workmanship or goods, or failure to comply with all contract terms and conditions. WTA may inspect all goods and services at any time during the contract term. WTA may, in its discretion, reject goods or services not conforming to specifications. Until delivery & acceptance by WTA, risk of loss or damage to goods will be with the Contractor unless the loss or damages is caused by WTA's negligence.

8. Change Orders: WTA's Contract Administrator or designee must approve any change orders in writing. Work performed without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete work from this contract, and will make appropriate adjustments to the contract price. Any additions or changes to the scope of work that WTA determines are significant must be submitted to a competitive bidding process outside of this contract.
9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. Any contract financed with FTA assistance must comply with applicable Federal requirements. Any applicable law or regulation change will apply to the project as required.
10. Licenses, Permits, And Taxes: Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services for or provide the goods to WTA.
11. Civil Rights Requirements and Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification in the performance of this contract, or in any hiring or employment resulting from this contract. Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, 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, and their regulations. Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
12. Personal Liability: In no event shall any official, officer, employee, or agent of the WTA be liable or responsible for any term or condition of this contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract.
13. Assignment: This contract may not be assigned by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion.
14. Project Time Limit: All goods and services shall be provided within negotiated time periods. Modifications to any time periods will only be granted by WTA if contractor is delayed by causes outside of its control, such as weather, nature, labor stoppages, ware or similar cause. If Contractor fails to work for more than seven (7) working days as

called for under the Contract, and is not excused, WTA may terminate the contract and complete the contract on its own or through another contractor. In such event, Contractor shall be responsible for all expenses reasonably incurred by WTA in completing the work, above and beyond the original contract price, and all legal, or other costs associated with the contract termination.

15. Delays and Extensions of Time: Contractor waives claims for damages for any hindrance or delay in performing under the contract, except those incurred for unreasonable delays caused by WTA. Contractor may be granted equivalent extensions of time under the following circumstances:

- Contractor shall be granted an extension for a delay caused by any suit or other legal action against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a contract termination or grant a further extension of time, whichever is in the best interest of WTA.
- Time lost due to inclement weather which could not have been anticipated by Contractor, but only subject to the approval of the WTA.
- Time lost due to a strike, fire, flood, a natural disaster, or events which are not the fault of or are beyond the control of the Contractor, but only subject to the approval of WTA.

If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

16. Termination for Convenience: WTA may terminate all or part of this contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods completed, and equipment or property of WTA. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods.

17. Termination for Default: If Contractor breaches any term of the contract, WTA may terminate this contract for default by providing written notice to Contractor. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods. In addition to the right to terminate, WTA shall be entitled to seek and recover all available remedies against Contractor and its sureties caused by default.

If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

18. Opportunity to Cure: Where Contractor has breached this contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach. In such case, WTA will detail in writing what Contractor must do to remedy the breach. If

Contractor does not satisfactorily remedy the breach, WTA may terminate the contract without any further obligation to Contractor.

19. No Waiver of Rights by WTA: WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the contract for any other breach by Contractor.
20. Indemnification/Hold Harmless: Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, liability or damages of any kind arising out of (a) Contractor's goods or services provided to WTA; (b) Contractor's actions or business operations; (c) Contractor's actions taken under the Agreement, or for breach of the Agreement; (d) Contractor's alleged infringement of any intellectual property rights; or (e) Contractor's negligence, errors or omissions, misconduct, violation of any law, unpaid wages or services. Contractor will defend itself at its own expense in any lawsuit. Such duties shall apply to any claim covered by the above obligation and brought by an employee of Contractor, and in this limited context, Contractor waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51. Notwithstanding the above, Contractor shall be strictly liable to indemnify, hold harmless and defend WTA from and against any claim, suit, demand, action, remediation expenses, judgment or occurrence arising out of a release of any hazardous substance as that term is defined under the Washington State Model Toxics Control Act, RCW Chapter 70.105D.
21. Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any dispute to interpret or enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this court. In any action to enforce or interpret this contract, the prevailing party shall be entitled to recover, in addition to all other remedies, recovery of its reasonable attorneys' fees incurred.
22. Refusal to Execute Contract: If Contractor refuses to execute the contract, furnish performance specific bond, or provide proof of insurance within fifteen (15) days of contract award, the WTA General Manager may withdraw the award, and award the contract to another bidder or resubmit for bidding.
23. Substitute Services & Damage Recovery: If Contractor breaches any portion of the contract, WTA may seek all remedies allowed by law, including to procure substitute services or products elsewhere and recover its damages, attorneys' fees and costs from Contractor.
24. Severability: If any portion of this contract is legally unenforceable or invalid that portion shall be renegotiated. The remaining portions of the contract shall remain in full force and effect.
25. Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two or more people or entities, each partner and/or joint venture party shall

be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the contract. Notice given by WTA under this contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners.

26. **Notice of Breach:** Contractor will notify WTA immediately if it/he/she becomes aware of any breach of this contract, or commission of an error or omission. Any work done by Contractor after such discovery will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.
27. **Audit, Inspection and Retention of Records:** If a Federal contract or if a state grant contract, WTA, or its agents, may inspect and audit all of Contractor's records relating to the contract. Contractor agrees to retain records relating to the contract for three (3) years after final payment.
28. **Dispute Resolution:** If Contractor has a dispute relating to the contract, Contractor must submit a request for administrative review of the dispute to the WTA Director of Finance or Designee within ten (10) business days after Contractor becomes aware of such dispute. The Director of Finance will provide a written determination within three (3) business days of notification. An appeal of the Directors decision must be made to WTA's General Manager within three (3) working days of receipt of the decision from the Director of Finance. The General Manager will make a written determination to the Contractor that shall be final and conclusive within three (3) business days. Additional appeals will be made at the Contractor's expense in the Superior Court for the State of Washington, Whatcom County. Compliance with this dispute resolution procedure shall be a condition precedent to Contractor's right to commence an action against WTA. Pending final decision of any dispute, Contractor shall proceed diligently with the performance of the contract. This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
29. **Force Majeure:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. In the event Contractor is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Contractor agrees to make such delivery or performance as soon as practicable or shall immediately assist WTA in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.
 - a. **Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the

- other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
- b. **Rights Reserved:** WTA reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against WTA.
30. **Contractor's Liability and Property Damage Insurance:** Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner⁴. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work. Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.
- a) Coverage will include claims for damages arising from Contractor's performance for:
- Property Damage including Premises and Operations
 - Medical Expenses
 - Protective Liability
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Broad Form Property Damage
 - Independent Contractors
 - Personal/Advertising Injury
 - Stop Gap Liability
- The Contractor and subcontractors must procure the following minimum insurance:
- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
 - Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
 - Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.

⁴ RCW 48

Coverage must be maintained through the life of the Contract plus one (1) year. Contractor and subcontractor(s) must furnish the following endorsements separate of the Certificate of Liability:

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

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

Where applicable, Contractor and its subcontractors will take out and maintain during the life of this Contract, Professional Liability Insurance.

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

31. Safety Measures: All work under this Contract will be performed in a safe manner. The Contractor and all subcontractors will follow all rules and regulations of the Washington State Department of Labor and Industries, OSHA, WISHA, and all other applicable safety standards. The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours.

The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.

32. Compliance with State, Local, and Federal Rules and Licensing Regulations: Contractor will ensure they are properly licensed and have all necessary operating permits and business registrations, and pay all fees and taxes according to local ordinances, state law, and Federal law. Contractor shall provide documents confirming that it has obtained any local business registrations that may be required upon request by WTA.

Appendix B: Federally Required Terms & Conditions

1. No Obligation by the Federal Government.

(1) The Purchaser (herein WTA) 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 WTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) 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.

2. Program Fraud and False or Fraudulent Statements or Related Acts.

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

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

3. Access to Records - The following access to records requirements apply to this Contract:

1. Where WTA is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide WTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where WTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide WTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where WTA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required

under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until WTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

4. Federal Changes

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 Master Agreement between WTA 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

5. Opportunity to Cure

WTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to WTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the (10) after receipt by Contractor of written notice from WTA setting forth the nature of said breach or default, WTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

6. Waiver of Remedies for any Breach

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

7. Termination for Convenience

WTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, WTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

8. Termination for Default

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, WTA may terminate this contract for default. WTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of WTA.

9. Civil Rights

(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.

10. Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WTA's overall goal for DBE participation is **4%**. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as WTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

11. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WTA requests which would cause WTA to be in violation of the FTA terms and conditions.

12. Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by WTA. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to WTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

a. Performance During Dispute

Unless otherwise directed by WTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

b. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

c. Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between WTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Washington.

d. Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by WTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

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

15. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

16. Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and

agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

17. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however,

does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal

Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

19. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

20. Energy Conservation

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.

21. Conformance with ITS National Architecture

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

Appendix C: ITS Destination 2020 Plan

Smart Bus

CURRENT STOP

WTA is well into deploying Intelligent Transportation Systems. This includes a large portion of the Trapeze Software suite (FX, PASS, Blockbuster, and Ops (coming soon)). We have also adopted a number of strategies that will serve these efforts, including life cycle management and budgeting for sustainability.

NEXT STOP

As WTA approaches 2020 we are building a sustainable ITS program that meets the expectations of our riders. New programs, such as RealTime Predictive Arrival, will assist WTA in building ridership and customer satisfaction while a Digital Radio Network and Computer Aided Dispatch will support the WTA system, ushering in new efficiencies. Automatic Stop Announcements will ensure that WTA meets the needs of our riders and safeguard that complies with ADA requirements.

Objectives

The following were approved by WTA IT Governance Committee.

1. Replace our radio system (voice communications) prior to City of Bellingham shutting down their 800Mhz analog system.
2. Select a consultant to assist with implementing the Smart Bus Project available to begin work as the effort to support OPS winds down.
3. Implement Fixed Route CAD/AVL, Fixed Route Predictive Arrival, Fixed Route Next Stop Announcements, and Transit Signal Priority Automation by December 31st 2017 for less than \$3 million.
4. Implement upgrades and replacements to sustain ITS in a state of good repair through 2020 within budget.
5. Equip new revenue vehicles with ITS consistent with WTA's plan.
6. Equip staff with tools and training to implement and support ITS.

Systems and Features

WHAT WE HAVE NOW

1. Fleet Video
 - a. Records at all times when the bus is turned on (8-13 cameras per bus and 7 per minibus).
 - b. Once the bus has been turned off, keeps recording for 30 minutes.
 - c. Keeps recorded video on the bus for 30 days.
 - d. Provides option to request specific segments of video, to be available to multiple users, as soon as the bus re-enters the network.

- e. Displays the lat/long and speed data (from GPS) as an overlay on video.
Stores as metadata for later mapping.
 - f. Displays vehicle events (brake, turn signal, etc.) as an overlay on video.
- 2. Communicating Voice-to-Voice
 - a. Provides five channels for use by Fixed Route, Paratransit/Zone.
 - b. Provides coverage of most of our service area.
- 3. Fare Collection (see separate fare collection replacement project)
- 4. Tools for Paratransit and Zone Service CAD/AVL (MDTs, PASS, Cert)
 - a. Computer aided dispatch (CAD) of demand/response (DR) trips for Zone, Flex and Paratransit.
 - b. Integrated database allows dispatchers to create efficient schedules, including pick/drop times, routing, driver and bus.
This database includes
 - 1) Digital map (detailed to street level, with speed limits, etc.)
 - 2) Complete rider information for Zone, Flex and Paratransit riders
 - 3) Complete drop/pick details for all rides
 - 4) Automatic vehicle location (AVL) for DR buses within Trapeze and via RSI system
 - c. Mobile Data Terminals (MDTs) on buses enable:
 - 1) Tracking collection of fares (exception based)
 - 2) AVL
 - 3) Pick up/drop time tracking
- 5. Tools for Fixed Route Service Planning (FX – GTFS)
 - a. Uses database of trip times and schedules at the stop level, for:
 - 1) Ability to see buses on a map of Whatcom County
 - 2) Blocking of routes to bus – what a single bus will do in a day – plus interrelationships of routes
 - 3) Providing schedules at bus stops
 - 4) Providing data to third parties, such as Google, about routes, stops, schedules for trip planning, etc.
 - b. Ridership data to inform potential changes to routes and stops.
- 6. Managing the Workforce
 - a. Trapeze OPS
 - 1) Bidding – Create and manage Operator, Expediter, and Dispatcher work bids.
 - 2) Dispatch – Manage Operator, Expediter, and Dispatcher daily activity, work assignments, absences, and extra work/extra pay.
 - 3) Sign-In Terminal – Monitor Operator assignment sign-in; extra pay requests; previous day timekeeping, records feedback to Operators; communication to Operators; ability to prevent driver sign-in if certain criteria aren't met, for example if CDL has expired.

- 4) Yard Management – Parking lot map with daily parking locations and route assignments.
 - 5) Timekeeping – Create all timekeeping records, verify and send to Payroll at the pay header level for Operators, Expeditors, and Dispatchers; apply timekeeping rules to information created in daily dispatch; handle requests for extra pay, and employee requests to go back and reassign an absence type, for example from vacation to floating holiday.
 - 6) Workforce Management – Compile information regarding Operators, Expeditors, and Dispatchers, such as employee numbers and contact information; work, vehicle, and absence history; discipline tracking; equipment issue and tracking; accident/incident tracking.
- b. Blockbuster
- 1) Breaks apart route blocks created in FX according to work rules and settings to create efficient bid shifts for the Fixed Route markup.
 - 2) Performs process automatically using adjustable parameters, or manually, or a combination of both.
 - 3) Provides run cut statistics for different models, including number of runs, pay/platform ratio, efficiency percentage, relative cost, etc.

WHAT WE'RE PLANNING TO IMPLEMENT

1. Fixed Route CAD/AVL

a. Safety

- 1) In the event of a silent alarm, radio goes into silent alarm mode, triggers an alert in dispatch, and makes video/audio available for dispatch and others.
- 2) Identifies exact geographic location of vehicle, as well as the driver and vehicle number.
- 3) Automatically notifies dispatch when buses are off route.
- 4) Creates consolidated map of all vehicle types (fixed route, paratransit, shuttle vans, supervisor vehicles, fleet trucks, route maintenance).
- 5) Identifies training needs related to unsafe driving.
- 6) Monitors excessive idling and quick accelerations.

b. Adhering to Schedules

- 1) Allows Operators to see if they are running hot (fast) or late (slow), and if so—by how much.
- 2) Syncs clocks to display “WTA time.” (Accurate Atomic time.)
- 3) Notifies dispatch when a bus is running hot.
- 4) Archives history of vehicle location and trip performance (remains readily researchable for 3 years.)
- 5) Identifies exact geographic location of bus, driver and bus number.
- 6) Provides historical reports of route/stop/driver performance, including schedule adherence.

- c. Dispatching Fixed Routes
 - 1) Assists Dispatch with flex route dispatching, by using detour functionality.
 - d. Sending Text Messages
 - 1) Allows Dispatch to send text messages to Operators by Operator, bus or route.
 - 2) Allows Operators to read and respond to text message when vehicle is [*stopped / brake on / door open, what is the right amount of safety?*].
 - 3) Provides “canned” responses (written by WTA) for operators to use, to reply to dispatch. (Operators must acknowledge receipt of messages).
 - 4) Allows Operators to access recent messages.
 - e. Improving the Pre-Trip
 - 1) Documents pre-trip inspections and electronically stores results for 5 years for easy retrieval by Dispatch and management.
 - f. Single Sign-On
 - 1) Updates farebox with current block number.
 - 2) Updates destination sign with current route and destination.
 - g. Detours
 - 1) Notifies Operators of detours.
 - 2) Provides ability to preload detour messages, to send out at a future date and time.
 - 3) Allows Dispatchers and Supervisors to create and save detours, for recurring events, such as Ski to Sea, etc).
 - 4) Allows Operators to read “Street by Street” directions on the bus, when the bus is stopped.
 - 5) Sends Operators turn-by-turn audio/visual instructions of detours in progress [*optional*].
 - h. Tools for Supervisors and Expeditors
 - a. Allows Supervisors, Expeditors, and others to monitor system performance, vehicle location and operator location.
2. Fixed Route Predictive Arrival
- a. Allows riders with smartphones to access real time arrival information.
 - b. Allows riders to access updated real time arrival information by calling an interactive and automated voice response service (IVR).
 - c. Allows riders to access real time arrival information via text message.
 - d. Alerts riders to events affecting the whole bus system.
 - e. Allows Customer Service staff to inform riders regarding system delays, trip status and updated arrival times.
 - f. Provides Dispatch with info about vehicle location and trip performance.

- g. Allows WTA to thoroughly evaluate on-time performance, for example by identifying problem stops, trips or trip segments.
 - h. Allows Customer Service staff to determine whether a stop was missed, late or early—at some point in the past--and to respond quickly and accurately to rider complaints.
 - i. Makes it possible to display real time information on screens at selected stops and stations.
 - j. Makes it possible to display on-time performance, system wide—on screens at selected stops and stations.
 - k. Allows system to use current detour information to send updated predictive arrival information to riders.
- 3. Fixed Route Next Stop Announcements
 - a. At each stop, display the current stop on a screen inside the bus.
 - b. After leaving each stop, display the next stop on a screen inside the bus.
 - c. At each stop, announce the current stop inside the bus.
 - d. After leaving each stop announce the next stop, inside the bus.
 - e. At important transfer points, announce transfer opportunities inside the bus.
 - f. At transfer points, announce the bus route and destination sign information outside the bus.
 - g. Ability to program additional languages into verbal announcement and/or display.
- 4. Traffic Signal Priority (TSP) Automation
 - a. Automatically activate TSP when approaching a TSP-equipped intersection if the bus is also running late (rules defined by WTA).
- 5. Paratransit Call-Ahead
 - a. Automatically call or SMS Paratransit and Zone riders when their ride is minutes (number of minutes TBD) from arriving.
- 6. Trapeze Plan
 - a. Sends data from CAD/AVL to Trapeze Plan Gateway for system performance monitoring.
- 7. Radio System
 - a. Allows for one-to-many voice communication
 - b. Supports both in-vehicle and handheld radios
 - c. Provides coverage that matches our service
 - d. May be interested in additional functionality, such as:
 - 1) Console integrated with Dispatch workflow, multiple channels and across services
 - 2) One-to-one voice communication
 - 3) Ability to reach Everett
 - 4) Connect to phone system
 - 5) Simple text messages

- 6) Ability to link in emergency response
8. Public WiFi
 - a. Provides WiFi internet access to riders, and to general public at transit facilities
 - b. Provides WiFi internet access to riders on buses and paratransit minibuses
9. Minibus Pre-Trip
 - a. Provides a way to pre-trip a minibus using the MDT.

Strategies

1. Utilize many smaller projects to reduce risk and better manage resources.
2. Use local funds on capital elements of ITS projects whenever possible.
3. Coordinate with Regional ITS Plan and National ITS Plan.
4. Utilize an independent systems integrator consultant.
5. Leverage existing investments and expertise to limit future integration efforts.
6. Freeze features for the lifecycle of systems and components.
7. Plan for the systems and components full lifecycles.
8. Expect long term relationships with vendors and ITS consultants.
9. IT and Fleet & Facilities to deliver ITS features to Operations and Service Development.
10. Consolidate Program Management under one agreement.
11. Consolidate cost tracking.
12. Establish a persistent and predictable ITS budget.

COLLECTION OF PROJECTS

Rather than one large project, the ITS Plan presents a collection of smaller and shorter projects. Some can be done concurrently while others must be done sequentially. A smaller project does not necessarily mean less project management, but does make it easier for participants to stay engaged and informed. Specifically, smaller projects will be used to:

- Engage the Stakeholders to improve communication
- Focus on a smaller set of features to dive deeper into needs
- Keep contracting and cost tracking easy by having only 1 or 2 vendors
- If grant funded, keep the Grant scope constrained to the items purchased
- Simplify asset management and capitalization plans

Challenges that are created and must be mitigated with doing a collection of smaller projects instead of one big tightly coordinated project are:

- Too many vendors with diffused or confused responsibilities
- Integration with previously installed and future components

- Warranty - can the vendor blame another component or system for failure and how does that get resolved

ROLE OF GRANT FUNDING

WTA will use local funds on capital elements of ITS projects whenever grant funding does not have an obvious advantage. These projects will not show up in the TIP nor be grant funded unless there is a specific per project advantage, such as a grant available specific to the project, or they are regionally significant.

If a specific project is grant funded, WTA will establish one grant per applicable project.

Buy America

Because most of these projects will not be grant funded, Buy America will not apply. However, in the event a project is to be FTA grant funded, and since it will be procured independently of rolling stock purchases, FTA requires that grant recipients use only manufactured end products that were produced in the United States where:

1. All of the manufacturing processes for the product must take place in the United States; and
2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

There are limited exceptions for:

- ... microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.
- ... "small purchases" (as defined in the "common grant rule," at 49 CFR 18.36(d)) made by FTA grantees with capital, planning, or operating assistance.

WTA is able and willing to request a waiver from FTA in the event an ITS technology is discovered that can be appropriately leveraged through Federal grant use.

Buy America will require WTA to closely track and get a Certificate of Compliance with Buy America Requirements from all vendors supplying parts under grant funded projects. For this reason, grant funded projects may only use Warehouse parts pre-approved by the project manager in consultation with the Purchasing and Contracts Coordinator.

ITS Systems Engineering

FTA requires that grant recipients plan for the exchange of information, either within a system or between systems. A systems engineering analysis must be conducted per grant funded project. WTA addresses this need in our policy "*Performing ITS Systems Engineering Analysis*." For the purposes of this plans collection of projects the Director of IT shall act as the Project Sponsor or designee and complete the ITS Systems Engineering Analysis Checklist for each project/grant.

REGIONAL AND NATIONAL ITS PLANS

WTA's ITS plans will be coordinated with the Regional and National ITS Plans. Features will be aligned with national system names and incorporate national and regional standards wherever possible. A copy of the Whatcom Regional ITS Plan can be obtained at <http://wcog.org/planning/architecture/>

ITS CONSULTING

Use an ITS consultant to assist in the procurement, selection and implementation of this collection of projects to reduce risks. Specifically, an outside, independent perspective will help us:

- Select the right sized solution
- Mitigate the primary risk of doing this as a collection of small projects; too many vendors with diffused or confused responsibilities
- Assist with all phases of system lifecycles

This ITS consultant will be procured through RFP under a task order contract with task orders developed for each of the projects. Specific assistance will range from simple consulting to advanced implementation support. This will be a 5 year contract. The ITS consultant needs to be a company with depth, but also a focused team for WTA. Their emphasis will be on educating WTA staff as needed.

LEVERAGE WHAT WE HAVE

WTA has already made significant investments in ITS. This includes on board video surveillance, transit signal priority, vehicle data networks, mini-bus CAD/AVL and our Trapeze suite.

It is important that new solutions to these features build upon this existing investment. Specifically, new solutions MUST have proven integration with existing systems. WTA's desire is not to be a Beta Test site or purchase technology that is not currently in a Go Live state at other agencies.

LIFECYCLE MANAGEMENT

The feature set detailed in this plan will take a number of coordinated solutions/systems to achieve. Each system or components there off will have its own lifecycle expectations. These lifecycles must be coordinated and aligned where possible. For example, deploying a

system that is to last 10 years on top of a system that is only designed to last 5 years will be problematic.

Where possible, systems should be implemented independent of the specific vehicle that it is installed on. This will allow us to separate vehicle lifecycle from system lifecycle. If the vehicle's lifecycle ends before the systems then the systems are removed and re-used on the next vehicle or as spare parts.

Lifecycle is driven by our expectations, vendor recommendations and our changing feature wants. See appendix C for current lifecycle plan. One factor of our expectations is our funding availability between capital for replacement and expense for repair.

Things to consider in lifecycle management:

- Asset capitalization
- Parts inventory and buy out
- Availability of parts

IT AND FLEET & FACILITIES

The IT Division and the Fleet and Facilities Division will jointly deliver the ITS features to our primary customers, Operations and Service Development, who then may deliver to the public. This effort is connected to the customers through the Program Management Agreement.

This means that all procurements, contracts and expenses will be “owned” by either IT or Fleet & Facilities based on features required or requested by the customers. For example:

IT oversees:

- Department 27 (ITS) budget
- Trapeze contract
- Cellular service contracts
- Sierra Wireless (was InMotion) contract
- CalAmp (was RSI) contract

Fleet & Facilities oversees:

- Apollo Video Technologies Inc.
- New radio system
- Havis docks
- Other parts as needed

PROGRAM MANAGEMENT

Program Management defines expectations and assigns responsibilities for the management of systems across 3 or more departments. WTA has made various attempts at

establishing and maintaining formal Program Management for ITS systems. Most recently, a lot of work was done around the Paratransit CAD/AVL MDTs to establish support workflows. This work built upon the successful Fleet Video Surveillance PMA.

However, all of these PMAs start to look the same with IT, Fleet & Facilities and someone from the Operations Department. By consolidating these PMAs under one ITS PMA it creates one set of procedures for staff to follow. [TODO – this section needs work and further discussion] [Include idea of Change Management, CAB, IT Gov. Provide IT Gov with “lifecycle updates” in addition to project updates.] [Add a section detailing the PROGRAM MANAGEMENT AGREEMENT which replaces others]

CONSOLIDATE COST TRACKING

Cost tracking will be consolidated under the new department 27 account. This will include:

- Parts on work orders associated with VMRS codes related to ITS (see Appendix A)
- Fleet hours (including the hours of the Electronics Technician attributable to ITS repairs and projects) as tracked on RTA work orders (currently at \$72 an hour) via VMRS codes related to ITS (see Appendix A)
- Parts purchased directly from warehouse and charged to 50429-27-[project/service code (see below)]
- Software, services and parts purchased for ITS services and projects
- Direct FTE costs on a per project/grant basis

Where it makes sense, such as on make readies or new construction, the costs will be lumped in with the procurement.

IT will assign project codes for both ongoing expenses and projects.

BUDGETING FOR ITS

As this plan lays out a collection of both expensed and capital projects over a 5 year period, having agreement on a predictable and dedicated budget is important. WTA management has agreed in principal to a dedicated ITS budget for the maintenance of existing and addition of future ITS features.

This new department account, 27, will be funded annually over 5 years with approximately 4% of revenue. Additionally, unspent capital may roll forward each year and capital may be borrowed from future plan years [how does this work with grant funding?].

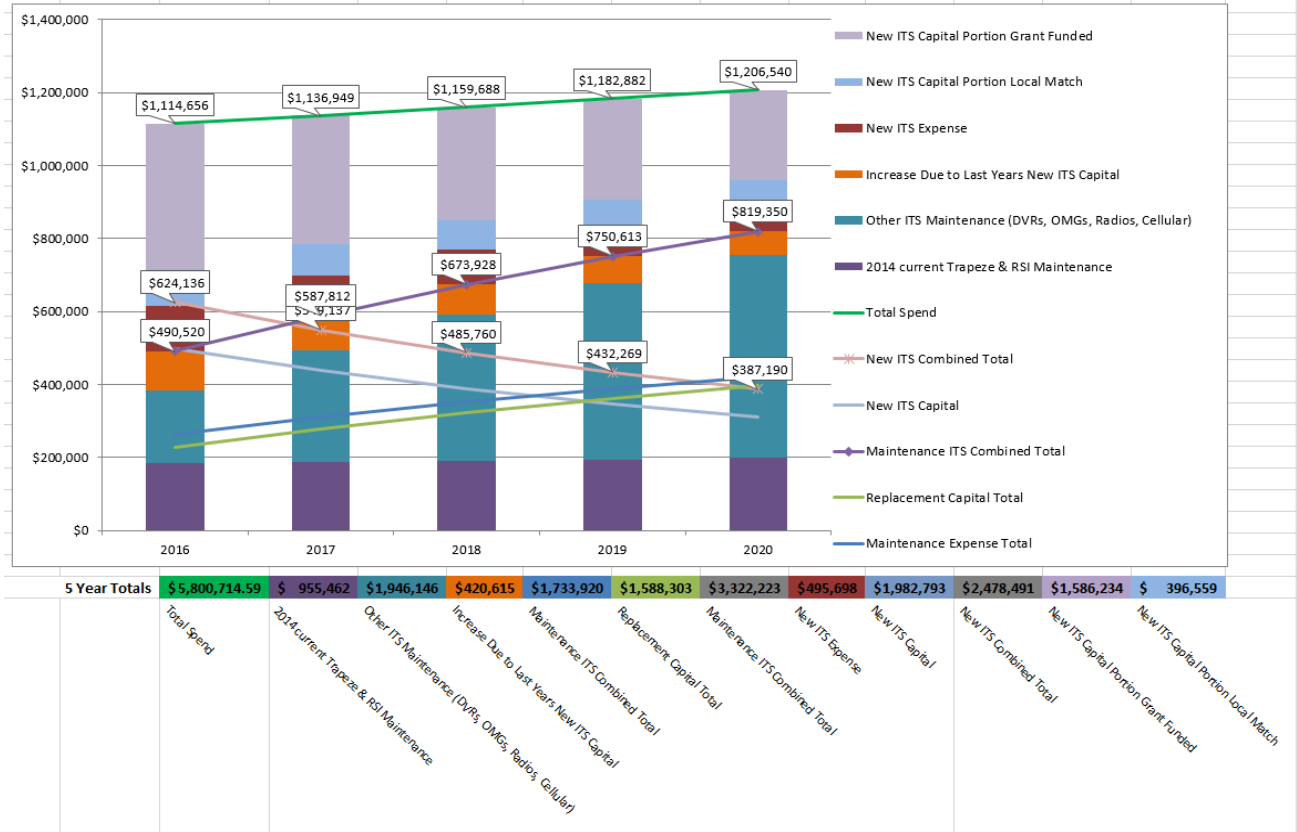
By including both current and future needs in the same budget, WTA management is directing plan implementers to consider the ongoing expenses associated with new features and ultimately fit those into the same budget.

This plan will have the annual expense improvement and capital improvement, including capital improvement roll forward available to spend. Depending on the procurement options, additional capital from future years may need to be allocated earlier in the plan.



As part of the annual budget development, the Director of IT will submit an updated plan for ongoing expenses, repair expenses, capital replacement, expense improvement and capital improvement.

ITS Program Sustainable Budget Proposal at 4% of Revenue



Program Management Agreement

[TODO – change management, processes and responsibilities]

Unanswered Questions

ONGOING STAFFING NEEDS

Staffing impacts will need further evaluation at this time. However, we have already added an Electronics Technician to the Fleet & Facilities staff to support both ITS, Fare Collection and other fleet electronics.

Anecdotal evidence from other agencies is that at least one additional FTE is required in IT. We are also unsure of the Dispatch impacts and will need to wait until the Trapeze OPS implementation is finished and further refinement of potential solutions occurs before making any recommendations there. Additionally, efforts with our current ITS life cycle management may further reduce new FTEs.

LIFECYCLE EXPECTATIONS

What are the lifecycle expectations of the different solutions providing different features? How do we compare solutions?

OUT OF SERVICE REQUIREMENTS

What features are required for a bus to stay in service or be put into service? What is the failure rates and what are the impacts on fleet size?

DRIVER INTERACTION

What level of driver interaction with the technology is expected? How do we minimize distraction? How do we reduce cognitive impact?

FLEX SERVICE

Is it a required feature and if so, on what vehicles?

MAINTENANCE REQUIREMENTS

What will the maintenance requirements be?

WHAT BUSINESS PROCESSES WILL NEED TO CHANGE

What business processes will need to changes? What work rule changes might be needed? What strategies are needed?

WHAT MIGHT COME OUT OF STRATEGIC PLAN

What requirements might come out of the strategic plan?

Next Steps as of March 2016

1. Work on PMA based on existing templates
2. Work on lifecycle planning
3. RFP for ITS Consultant
4. RFP for radio subscription
5. Begin implementing projects

Appendix B - Per Project Checklist

- ☐ Conceptualized
- ☐ Project Scoping
- ☐ In the ITS Plan
- ☐ IT Governance Approval
- ☐ Grant funded? (Reason to not: Under \$100k, DBE maintenance, Buy America challenges)
- ☐ If Grant Funded:
 - ☐ ITS Systems Engineering documented
 - ☐ Submit grant - Be specific in SCOPE
- ☐ Procurement:
 - ☐ RFP/ITB prepared OR from contract
 - ☐ DBE outreach (if grant funded)
 - ☐ Buy America Review (if grant funded)
 - ☐ Selection
 - ☐ NO PCARD PURCHASES unless authorized
- ☐ Contracting
- ☐ Implementation
- ☐ Grant Reporting
- ☐ Asset Management/Capitalization Plan



Lifecycle Plan

System	Installed	Components	Update Plan	Annual Costs
Trapeze FX Our Fixed Route modeling software and database.	2006?	Software	Updated annually 1 year behind	\$10,000
Trapeze Blockbuster Run cutting and run modeling software.	2011	Software	Updated annually 1 year behind	\$5,000
Trapeze Pass Paratransit Dispatch Software	2007	Software. Requires Mobile Dispatch hardware to function.	Updated annually 1 year behind	\$15,000
Trapeze OPS Workforce Management	2016	Software and hardware.	Updated annually 1 year behind	\$15,000
ViM	2013	Video Management Software	Three year License	\$45,000
Customer Toolkit	201?	?	?	?

Projects

ID	Code	Task Name	Project Manager	Estimated Start	Project Status	Complexity & Effort	Grant Funded?	Approximate Cost
1		ITS Projects						
2	2A1	Gen 3 DVR Replacement (also see DVR UPS on Fixed Route)	Josh		Completed	Low	Yes	\$160k
3	27-00	Gen 4 DVR Reconfigure	Josh	2015 Q4	Completed	Low	No	\$1k
4	27-00x	Trapeze Map Upgrade 2015	Marnie	2015 Q4	Completed	Medium	No	
5	27-00	Mini-Bus WAP Reconfigure and Replacement	James	2015 Q4	In Progress	Low	No	\$15k
6	27-A2	Bus Data Coms VPN and Standardization	Jeremy	2016 Q1	In Progress	Medium	No	\$1k
7	27-A4	MOAB Yard WiFi Replacement & Expansion	Jeremy	2015 Q3	In Progress	Medium	No	
8	27-A5	BTS Wifi Replacement and Expansion	Jeremy	2015 Q3	In Progress	Medium	No	
9	27-A6	CTS WiFi Replacement and Expansion	Jeremy	2015 Q3	In Progress	Medium	No	
10	27-A8	Mechanic Tablet Replacement	Jeremy	2016	In Progress	Medium		
11	27-A3	MDT Re-Imaging Q1 2016	Marnie	2016 Q1	Concept	Medium	No	\$2k
12		Trapeze v15 Upgrade		2016 Q4	Concept			
13		Trapeze Map Upgrade 2016 (Yearly)	Marnie	2016	Concept	Medium	No	
14		Mini Bus ITS Power Management	Kurt	2016	Concept			
15		Standardize ITS Cabinet		2017	Concept			
16	27-A7	Mini-Bus VTRAK Replacement		2017	Concept		Yes	
17	27-A1	DVR UPS on Fixed Route	Josh	2015 Q4	Completed	Low	Yes	
18	66700-99-00	Workforce Management – Implement Trapeze OPS	Eric	2014	In Progress	High	Yes	\$700k
19		ITS Review of 2016 Mini Bus Order	Kurt	2015 Q3	In Progress			
20	27-B1	ITS/Smart Bus Consultant	Geoff	2015 Q4	In Progress	Low	No	
21	27-00	ITS Plan for 2016 Bus Order	Kurt	2015 Q4	In Progress	Low	No	\$2k
22	27-B7	WTA ITS Lab Creation	Josh	2016	In Progress	Low	No	\$20k
23		Radio Consoles	Mike	2016	In Progress	Medium	No	\$30k
24	27-B8	New Radio System	Mike	2016	In Progress	High	Yes	\$500k
25	27-B2	Smart Bus – Implementation of most of the features in Upcoming		2016 Q3	Planning	High	Yes	\$2m
26	27-B3	Luminator Controller Upgrade on Fixed Route - Pending RFP		2016	Concept	Low	Yes	\$60k
27	27-B6	Luminator Server & Wireless Push-Pending RFP		2016	Concept	Low	No	Small
28		Customer Service Toolkit	Shelly	2016	Concept	Medium		50k
29	27-B4	Public WiFi at Facilities	Jeremy	2017	Concept	Low	No	Small
30	27-B5	Public WiFi on Buses		2017	Concept	Low	No	Small
31		Opticom Improvement		2016	Concept	Low		Small

Current Budget Allocations

BudgetYear	2016
Department	27

Sum of Amount	Column Labels										
Row Labels	50303	50305	50373	50399	50485	50488	50492	50582	50585	66437	Grand Total
00	\$ 122,000		\$ -	\$ 18,130						\$ 554,000	\$ 694,130
ITS Projects										\$ 554,000	\$ 554,000
Radio Support & Other Services				\$ 18,130							\$ 18,130
ITS Not Yet Allocated Expenses	\$ 122,000										\$ 122,000
03						\$ 400					\$ 400
Freight & Shipping						\$ 400					\$ 400
36		\$ 3,100									\$ 3,100
OMG & OCM Warranty Pre-Paid		\$ 3,100									\$ 3,100
48								\$ 7,200			\$ 7,200
Fleet Connectivity								\$ 7,200			\$ 7,200
70	\$ 10,170										\$ 10,170
Trapeze Map Upgrade	\$ 10,170										\$ 10,170
71			\$ 10,000				\$ 3,000				\$ 13,000
Fleet Data Parts							\$ 3,000				\$ 3,000
Fleet Data Time			\$ 10,000								\$ 10,000
72			\$ 10,000				\$ 5,000				\$ 15,000
Paratransit MDTs Parts							\$ 5,000				\$ 5,000
Paratransit MDTs Time			\$ 10,000								\$ 10,000
73			\$ 30,000				\$ 10,000				\$ 40,000
Fleet Video Parts							\$ 10,000				\$ 10,000
Fleet Video Time			\$ 30,000								\$ 30,000
74					\$ 200,000						\$ 200,000
ITS Software Maintenance					\$ 200,000						\$ 200,000
A4										\$ 46,000	\$ 46,000
ITS Wifi Replacement & Expansion										\$ 46,000	\$ 46,000
A8							\$ 1,000				\$ 1,000
Mechanic Tablet Replacement							\$ 1,000				\$ 1,000
B7							\$ 20,000				\$ 20,000
WTA ITS Lab Creation							\$ 20,000				\$ 20,000
B9									\$ 30,000		\$ 30,000
Radio Consoles									\$ 30,000		\$ 30,000
Grand Total	\$ 132,170	\$ 3,100	\$ 50,000	\$ 18,130	\$ 200,000	\$ 400	\$ 39,000	\$ 7,200	\$ 30,000	\$ 600,000	\$ 1,080,000

Part 9 – Exhibits

Exhibit A: Proposer's Checklist

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

WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for Proposers who are not completely familiar with the scope or contract requirements.

The following information, forms and documents contained in this solicitation shall be completed and submitted as part of the proposal. Failure to include any of requested information and properly completed forms will be cause for immediate rejection of the proposal. The below list does not relieve the Proposer from the responsibility of becoming familiar with all aspects of the solicitation documents and proper completion and submission of a proposal.

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

- ☐ Proposal Form ([Exhibit B](#))
- ☐ Vendor info & References ([Exhibit C](#))
- ☐ Initialed [Part 7](#) (Debarment, Compliance, Conflict of Interest)
- ☐ Evaluation Scenario Pricing ([Exhibit D](#))
- ☐ Risk Assessment Plan ([Exhibit D-1 Format](#))
- ☐ Project Capability ([Exhibit D-2 Format](#))
- ☐ Proposal Cost ([Exhibit E](#))
- ☐ Value Added Options ([Exhibit F Format](#))
- ☐ Conflict of Interest Statement ([Exhibit G](#))
- ☐ Conflict of Interest Declaration, if applicable (No form or exhibit)
- ☐ Lobbying Certification ([Exhibit I](#))

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

- Request for Proposal 2016-224
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions
- Executed Contract
- Task Orders and/or Purchase Orders

Submission of a proposal acknowledges that WTA will not enter into a contract that contradicts any of the parts included in the RFP packet.



Exhibit B: Proposal Form

All fields must be completed if applicable. Failure to complete this form in its entirety may result in the proposal being rejected as non-responsive.

Proposers Business Name:		
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation (State of Incorporation ____) <input type="checkbox"/> Other		
Physical Business Address (Must NOT be a PO Box)		
City	State	Zip Code
Business Telephone #	Business Fax #	Business Email
Business License# & State of Issue	EIN#	
Receipt is hereby acknowledged of Addenda No(s): ____ ____ ____ ____ ____ ____ ____		
NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the proposal		

OFFICAL AUTHORIZED TO SIGN FOR BIDDER

<i>"I declare under penalty of perjury under the laws of the State of Washington that the proposal submitted is genuine. This proposal is not fake or made on behalf of any person who has an interest in the award. No other Proposer has been solicited to put a false bid, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other Proposer through collusion. All statements and information contained in the submitted proposal are true, correct, and based on the requested scope of work. All employees and agents of the Proposer are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost. My signature below assures WTA that the firm acknowledges and will comply with all parts of this Solicitation."</i>	
<u>Signature of Authorized Officer/Agent</u>	<u>Date</u>
<u>Print Name & Title</u>	<i>The individual named herein is duly authorized to obligate the firm to a contract.</i>

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit C: Vendor Information & References

In the section below, please provide the requested information about your organization. This exhibit is not to be submitted in place of the proposal summary letter outlined in Part 2.E. Failure to provide the proposal summary letter AND this completed form will result in rejection of the proposal as non-responsive.

BUSINESS NAME	
PRIMARY CONTACT <ul style="list-style-type: none">• Name• Title• Phone• Email	
YEARS IN INDUSTRY	
ANNUAL REVENUES*	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 – 2 million <input type="checkbox"/> \$2 – 5 million <input type="checkbox"/> \$5 – 10 million <input type="checkbox"/> More than \$10 million
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No DBE Registration# _____	SBA <input type="checkbox"/> Yes <input type="checkbox"/> No SBA Registration# _____
STAFF SIZE List staff numbers & positions who will be assigned to this contract	
CUSTOMER LIST (3-5 additional customers besides references)	
NAIC NUMBER(S)	
DUNS NUMBER	

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Please list a total of **5 RECENT** customers using the following format for whom you have performed service similar to what the WTA is seeking in this RFP. Proposers are advised to ensure the accuracy of the information provided. For example, ensure the email address and telephone number are correct and current. WTA will not evaluate the reference if the information provided is incorrect.

Name
Address
Contact Name, Phone number, Email address
Length of service
Type of WTA
Scope of Project
Total Cost of Engagement
Total Cost of Implemented Project

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS INFORMATION MUST ACCOMPANY PROPOSAL

Exhibit D Evaluation Scenario

WTA is interested in adding a Predictive Arrival/Interactive Voice Response solution to its existing environment. Currently, there is no service within the fleet that provides these two items. In 2014, WTA launched a new website based on the SharePoint platform. It includes an interactive map that allows users to view schedules based on stop ID, their location, and create routes. Riders have increased their requests for the WTA to provide them with predictive arrival capabilities.

Use the information found in this RFP and at www.ridewta.com to draft a quote on the next page. Use additional copies if needed. If a cost does not apply, you must enter "NA" into the box. This will be the form that will be used for task order quotes during the contract term.

Milestone #1: Develop project plan including costs, timelines, etc.

Deliverables #1:

- a. Project Management Plan
- b. Master Schedule Updates
- c. Monthly Project Status Reports

Milestone #2: Prepare system technical specifications that meet Regional Intelligent Transportation System (ITS) requirements

Deliverables #2:

- a. Recommended ITS technologies
- b. Conceptual design

Milestone #3: Develop recommended system staging/implementation plan

Deliverables #3

- a. Proposed System Design, Specifications and Engineering Drawings
- b. Estimated Project Costs

Milestone #4: Provide system procurement and implementation support

Deliverables #4

- a. Vendor Selection Criteria
- b. Reviews of vendor documentation
- c. Review of the vendor's quality and acceptance testing procedure and recommendations for changes, and system acceptance document
- d. Life cycle plans for each system; independent and interdependent

Milestone #5: Provide support and quality assurance during burn in and post Go Live as needed

Project Name: Predictive Arrival					
A. DIRECT SALARY COST					
Milestone #	Job Title/Role	Man-Hours	Rate/HR	Amounts	Total
B. OTHER DIRECT COSTS (attach estimate as necessary)		Milestone	Rate	Mark Up	Total
C. Sub-CONSULTANTS (attach estimate as necessary)		Milestone	Rate	Mark Up	Total
D. TASK ORDER TOTAL		TOTAL HOURS	TOTAL TAX	PROFIT TOTAL	TOTAL
<i>DIRECT SALARY TOTAL</i>					
<i>OTHER DIRECT COST TOTAL</i>					
<i>Sub-CONSULTANT TOTAL</i>					



Exhibit D - 1: Risk Assessment Plan

This format below must be used on a separate sheet of paper. Modifications to the format may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.) Do not list any names/information that can be used to identify your firm. You MAY add/delete rows, but do not exceed the 2-page limit. **(You may use a separate sheet of paper).**

Proposers will identify risk items they feel WTA should consider as part of a federally funded ITS implementation and provide a plan to minimize these risks from impacting project performance. Risks should be listed according to priority.

Example

Risk #1: Hosted Software

Why is it a risk? It has been our experience with other agencies that some of the hosted ITS solutions have contract provisions that require the host to perform the upgrades at a significant cost to the WTA. Similarly, they often contain restrictive language that limits the hosts responsibility (Indemnity) in the event of an issue. Agencies tend to not catch this as the vendors often bury this aspect of their contracts.

Solution: Solicitations for hosted software should be explicit in contract requirements when Indemnity is involved. Our firm will assist in the drafting of the solicitation and evaluations to serve as an extra set of eyes ensuring vendor language is clear and unambiguous.

Risk #1: _____

Why is it a risk? _____

Solution: _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS PLAN MUST ACCOMPANY PROPOSAL

Exhibit D - 2: Project Capability

This format must be used on a separate sheet of paper. Modifications to the format may result in disqualification (i.e. altering font size/type, adding colors, adding pictures, etc.) Do not list any names/information that can be used to identify your firm. You MAY add/delete rows, but do not exceed the 2-page limit. **(You may use a separate sheet).**

The Proposer is to provide capability statements detailing why they are qualified to provide consulting services for the scope of work outlined in Part 4. Specific, actionable, step-by-step descriptions of the Proposer's approach are encouraged. The Proposer may also include performance information further describing the experience, expertise, and capability of their firm and project team individuals. Capability Statements should be listed according to priority.

Example

Capability Statement #6: Provided cost savings of over \$32,000 on contract values of \$5.9M.%.
DRAFT

Approach & Performance Information: Our last 5 projects have resulted in the execution of projects within the estimated budget and a total close out deviation of negative .05%.

Capability Statement #1: _____

Approach & Performance Information: _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS INFORMATION MUST ACCOMPANY PROPOSAL



Exhibit E: Proposal Cost

This template must be used. Modifications to the format may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.) You MAY add/delete rows. This engagement will be task order based. Labor rates for project principals, administrative staff, materials, overhead, General & Administrative (G&A), and any other reimbursable fees must be detailed. Refer to [Part 6.A](#) for Travel Reimbursement. These rates will be used to price future task order projects⁵. The offeror may add additional job classifications to the attachment. Profit will be negotiated for each task order.

Mark "N/A" if something does not apply. You may use additional sheets if necessary, however, this is the format that is required.

Job Classification	Hourly Rate	Overhead \$ or %	G&A \$ or %	Total Hourly Rate

Material & other direct cost Mark Up _____%

Sub-Consultant Mark Up _____%

Any sales tax is billed at 8.7%

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS MUST ACCOMPANY PROPOSAL

⁵ FTA C4220.1F rev G, Chapter VI, 6, a, (2).

Exhibit F: Value Added Options

This format must be used on a separate sheet of paper. Modifications to the format may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.) Do not list any names/information that can be used to identify your firm. You MAY add/delete rows, but do not exceed the 2-page limit. **(You may use a separate sheet).**

Identify any value added options, ideas, or services not identified in [Appendix C](#) and that are beyond the standard requirements in Part 4. An explanation must be provided for each item. The corresponding cost impact of each value added option must be included. DO NOT INCLUDE ANY OF THESE OPTIONS IN THE PRICE PROPOSAL. **If you do not have any value add options, please write N/A on this form and submit with your proposal**

Example

Item #1: Add “connected vehicle technology” to the list of ITS modules

Why is it a Value Add? *Dedicated Short-Range Communication (DSRC), is a new application that enables vehicles to talk to each other. Connected vehicles can also “talk” to traffic signals, work zones, toll booths, school zones, and other types of infrastructure. Connected vehicle safety applications will enable drivers to have 360-degree awareness of hazards and situations they cannot even see. Through in-vehicle warnings, drivers will be alerted to imminent crash situations, such as merging trucks, cars in the driver’s blind side, or when a vehicle ahead brakes suddenly. By communicating with roadside infrastructure, drivers will be alerted when they are entering a school zone, if workers are on the roadside, and if an upcoming traffic light is about to change. Private signals in vehicles will help generate new data about how, when, and where vehicles travel—information that will then be analyzed by transportation managers to help make roads safer and less congested. Information that can also be used by WTA riders to predict the next bus or find a vanpool.*

Cost Impact: An additional \$3,000 - 5,000 per vehicle depending on the chosen vendor when purchased alone. As part of a CAD system config, the price will be 20 - 35% less.

Item #1: _____

Why is it a Value Add? _____

Cost Impact: _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS MUST ACCOMPANY PROPOSAL



Exhibit G: Conflict of Interest Statement

STATE OF WASHINGTON }

} ss.

COUNTY OF }

The undersigned, being first duly sworn, on oath, states on behalf of the Provider:

1. Conflict of Interest

The Proposer, by entering submitting this proposal to Whatcom Transportation Authority (WTA) to perform or provide work, services or guarantees and ensures, that it has no direct or indirect, perceived or actual financial or proprietary interest. Proposer shall not acquire or currently have any such interest, which conflicts in any manner or degree with the services required to be performed under a Contract. Proposer shall not employ any person or agent having such interest. In the event that the Proposer or its agents, employees or representatives acquires such a conflict of interest, it shall immediately disclose such interest to the WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as the WTA may require.

2. Contingent Fees and Gratuities

That the Provider, by entering into this contract with the WTA to perform or provide services or materials for the WTA guarantees, and by this affidavit does again guarantee:

That no person or selling WTA except bona fide employees or designated agents or representatives of the Proposer has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Provider or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental WTA with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Date: _____ Signature: _____

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by the _____ - (firm) to execute the affidavit and did so as his/her free act and deed.

SEAL:

_____ residing at _____.

Expiration of Commission: _____.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit H: Request for Clarifications or Alternates

Bidder's offers of substitution shall be made in writing to the Procurement & Grants Coordinator and include sufficient data to assess the acceptability of the contract term, service, material or equipment for the particular application and requirements. The bidder must provide a detailed cost comparison between what is requested in this ITB and what is being proposed as an alternate solution. This request must also include demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the bidder.

Please submit one form per request.

Project Title: ITS Consultant

Project #: 2016 - 224

Company Name: _____ Date: _____

Document Reference (Check one)

- ☐ General Requirements
- ☐ Specifications
- ☐ Contract

Section Title: _____

Section Page # _____ Section #: _____

Proposer's Request:

WTA Response: Approved: _____ Denied: _____

WTA Comments:

WTA Procurement & Grants Coordinator

Date



Exhibit I: Lobbying Certification

I, _____, hereby certify on

(name and title of Proposer's representative)

behalf of

that:

(name of Proposer)

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

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

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

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

Executed this _____ day of _____, 20____

By: _____

(Signature & Title of authorized official)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL