



# **Whatcom Transportation Authority Request for Proposal**

**RFP # 2018 – 217**

## **FOR DRUG & ALCOHOL TESTING, AND OCCUPATIONAL MEDICAL SERVICES**

### **Proposal Submission Deadline:**

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



## Contents

Part 1 – Introduction.....	4
Part 2 – Scope of Work.....	5
2. A Introduction.....	5
2. B Background.....	5
2. C Technical Requirements.....	6
2. D Scope of Work.....	7
2. D.1 DRUG & ALCOHOL TESTING SERVICES (SCOPE 1) .....	7
2. D.2 OCCUPATIONAL MEDICAL SERVICES (SCOPE 2).....	9
2. E Contract Deliverable Requirements.....	10
Part 3 - Submission Guidelines.....	11
3. A Procurement Schedule .....	11
3. B Proposal Guidelines.....	11
3. C Minimum Proposer Qualifications .....	12
3. D Proposal Submission.....	13
3. E Submission Packages.....	14
3. F Questions, Requests for Clarifications, and Alternates.....	14
3. G Contact with WTA .....	15
3. H Conflict of Interest.....	15
3. I Addenda.....	16
3. J Protest Procedures .....	16
3. K Inter-local Purchasing.....	17
Part 4 – Proposal Evaluation .....	18
4. A Evaluation Procedures .....	18
4. B Additional Investigation and Review.....	19
4. C Best and Final Offers (BAFO).....	19
4. D Notice of Intent to Award.....	19
Part 5 – Special Terms and Conditions .....	21
5. A Contract Term, Compensation, and Invoice Payments.....	21
5. B Contract Modifications & Change Request.....	21
<b>5. C Economic Price Adjustments .....</b>	<b>22</b>
5. D Independent Contractor .....	22



5. E	Access to Records and Sites of Project Performance .....	22
5. F	Insurance Requirements .....	22
Part 6	– Public Disclosure Law .....	25
Part 7	– Exhibits and Appendix .....	26
	Proposer’s Checklist.....	26



## Part 1 – Introduction

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. WTA is a municipal corporation formed in 1983 and currently employs approximately 262 people.

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](http://www.ridewta.com).

WTA is currently seeking a full-service contractor to provide drug and alcohol screening as well as occupational medical services. The successful proposer will show competency in providing Department of Transportation (DOT) and non-DOT drug and alcohol collection and testing as well as occupational medical services.

WTA reserves the right to award contracts for this solicitation to one or separate providers for each aspect of the scope.

Proposers are required to adhere to the terms and conditions of this solicitation packet. 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.

All submittals become the property of WTA and are subject to public disclosure after award.

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



## Part 2 – Scope of Work

### 2. A Introduction

WTA is a Public Transportation Benefit Area (PTBA), defined by RCW 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington and to neighboring Skagit County. WTA has 262 employees, with most represented by Amalgamated Transit Union, Local 843. Similarly, WTA contracts some of its Paratransit Service to a third party under its Auxiliary Demand Response Service.

The selected service provider(s) shall comply with all state, federal and Federal Transit Administration (FTA), and Department of Transportation regulations, as well as statutes governing Workers' Compensation and WTA policy.

### 2. B Background

WTA performs urine specimen and breath alcohol tests for random, post-accident, reasonable suspicion, return-to-work and follow up testing on its safety sensitive employees. Non-DOT tests may be conducted on all employees for post-accident and reasonable suspicion situations. WTA also requires pre-employment physicals for its safety sensitive employees, DOT medical certification and renewals for CDL holders, and provides yearly flu vaccinations and occasional Hepatitis B shots for all employees.

Employees are categorized as follows:

Employee Category	Count
Full-time Employees	261
Part-time Employees	1
Breakdown of Employees 262	
Safety Sensitive Employees	220
Non-Safety Sensitive Employees	42
Classification Total 262	

Safety Sensitive Employees are employees with duties related to the safe operation of WTA vehicles and mechanical equipment capable of injuring another person, including the operation and maintenance of mass transit vehicles. (See Appendix C for complete definitions). This includes, but is not limited to, fleet technicians, transit operators, operator supervisors, dispatchers, trainers, and hostlers (See Appendix B for a complete list).

All applicants for safety sensitive positions are required to pass a DOT physical examination prior to hire or upon promotion. Similarly, safety sensitive positions and promotions are offered on contingency, provided the employee takes and passes the required physical.



In 2017, WTA required:

- 94 DOT Drug Tests
  - 26 Pre-Employment
  - 61 Random
  - 7 Post Accident
- 32 Breath Alcohol Tests
  - 25 Random
  - 7 Post Accident
- 10 Non-DOT Drug and Alcohol Tests
- 26 Pre-employment Physicals, including DOT medical and audiogram
- 68 DOT Medical Certification Renewals
- One on-site Flu Vaccinations Clinic

Drug and alcohol testing occurs on a 24 hours a day/ 7 days a week basis, often with little or no advance notice. Additionally, Post-Accident testing can happen anytime during our service hours which include evenings, Saturday's and Sundays.

## **2. C Technical Requirements**

The selected provider(s) shall comply with all state, federal regulations (including Federal Transit Administration (FTA), DOT regulations, and U.S. Department of Transportation regulation (49 CFR Part 655 and Part 40), as well as statutes governing Workers' Compensation and WTA policy.

Contractor Service hours shall be no less than 12 hours per business day (Monday through Friday). Under normal circumstances, results shall be provided within 24 hours (one day) and no later than 72 hours (three days) without approval from WTA.

Clinic / Office Location(s) shall be convenient to WTA, employees, and local applicants within Whatcom County. Because WTA requires post-accident testing, a collection site must be within WTA's primary service area. Access to national network of clinics for out-of-town applicants is preferred, but not required.

Alcohol breath tests must be conducted by Breath Alcohol Technicians (BAT) trained with a National Highway Traffic Safety Administration (NHTSA)-approved course of instruction on the methodology, operation, and calibration of the specific Evidential Breath Test's (EBT) being used. WTA reserves the right to request training certificates. EBT devices for initial and confirmation testing must be NHTSA approved.

Laboratories shall be certified under the U.S. Department of Health and Human Services (HHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." in compliance with laboratory analysis procedures specified in 49 CFR Part 40.

The Medical Review Officer (MRO) must be a licensed physician<sup>1</sup> (either M.D. or D.O.) with knowledge of substance abuse disorders, the medical use of prescription drugs, and the pharmacology and toxicology of illicit drugs. The MRO shall also demonstrate thorough knowledge and expertise in applicable state and federal rules, laws and regulations. Additionally, the MRO must receive training and pass an examination administered by a nationally recognized MRO certification board or subspecialty board and renew that certification every 5 years. WTA reserves the right to request copies of training and exam certifications.

Medical examiner(s) shall be licensed and listed on the Federal Motor Carrier Safety Administration National Registry. Examiners shall be doctors of medicine (M.D.), doctors of osteopathy (D.O.), or physician assistants (PA-C); advanced practice nurses, or doctors of chiropractic (D.C.) and have demonstrated knowledge, expertise, and experience in applicable state and federal rules, laws, and regulation. Staff shall have proven experience working in an occupational medicine environment.

## **2. D Scope of Work**

WTA reserves the right to conduct periodic audits, announced and unannounced, for any of the services provided. The audit may be performed by WTA or a designee.

### **2. D.1 DRUG & ALCOHOL TESTING SERVICES (SCOPE 1)**

#### **Drug and Alcohol Testing**

- A. Conduct urine specimen analysis for pre-employment testing, and urine specimen analysis and breath alcohol tests for random, post-accident, reasonable suspicion, return-to-work and follow up testing. Testing will be performed under FTA and DOT guidelines 49 CFR Part 655 and Part 40 and WTA's Drug and Alcohol Abuse Prevention Program policies (Exhibit D-H), including contracting with U.S. Department of Health and Human Services (DHHS)-approved laboratory testing facilities.
- B. Conduct a 10 panel urine specimen analysis for non-DOT post-accident, reasonable suspicion, return to work and follow up testing when requested.
- C. EBT external calibration checks are performed according to manufacturer's specifications. Maintain calibration documents of EBT devices for at least three (3) years after contract date. Remove from service any device operating outside the tolerances for an EBT until it is repaired and an acceptable external calibration check.

---

<sup>1</sup> 49 CFR 40.121



- D. Always maintain backup EBT devices when the primary EBT is unavailable, out of calibration, or being serviced.
- E. Use both a failsafe procedure and EBT device ensuring employees are not retested within 15 minutes of the first test but are retested no later than 30 minutes after completion of the screening test.
- F. Employee(s) brought in for reasonable suspicion testing will receive priority attention.
- G. Notify WTA immediately if an employee or prospective employee fails to arrive or delays arrival at the testing site, fails to sign the required testing forms, attempts to falsify test results through tampering, contamination, adulteration or substitution, fails to attempt to provide the required specimen, refuses to test, exhibits a shy bladder, leaves the testing site before test completion, or fails to otherwise cooperate with any part of the testing process.
- H. Provide oversight of specimen collectors ensuring collections are completed accurately and conform to federal regulations and Whatcom Transportation Authority policy.
- I. Guarantee that an adequate number of collectors are available to conduct both scheduled and unscheduled collections.
- J. A Medical Review Officer (MRO) shall contact WTA in any case involving a dilute negative pre-employment or positive test, using established protocols

## **Laboratory**

- A. Provide expert witnesses to defend procedure integrity.
- B. Provide all chain of custody forms, supplies, and equipment necessary to collect, analyze, and/or store urine, breath and blood specimens.
- C. Guarantee security and validity of all urine specimens, maintenance of proper chain of custody, and accurate records.
- D. Establish and maintain clear, documented procedures for processing, quality control, and confidentiality.
- E. FTA and DOT mandated specimens shall be analyzed for the covered substances specified per current 49 CFR Part 40.



- F. Use immunoassay technique for the initial test to screen urine specimens for the specified drugs at FTA mandated cutoff levels. If any drug or its metabolite registers above the cutoff level, an aliquot of the same urine specimen must be confirmed by using gas chromatography/mass spectrometry (GC/MS).
- G. Maintain and provide accurate records of all specimens tested and statistical reports on testing activity.
- H. Report results of the required test shall be provided to the Medical Review Officer (MRO) within 24 hours of receipt of the specimen.
- I. There shall be no charges for canceled tests as a result of an error of collection or laboratory personnel.

### **Medical Review Officer (MRO)**

- A. Review and interpret the results of laboratory analyses of drug/urine samples, prior to notifying WTA.
- B. Determine each positive test that proper collection and testing procedures were followed or whether the result has a legitimate medical explanation. The MRO may be called upon as an expert witness to testify in court regarding verified positive findings.
- C. Use reasonable medical judgement to determine if a confirmed negative result due to a prescription could be a "significant safety risk", and follow the protocol detailed in 49 CFR, Part 40.

## **2. D.2 OCCUPATIONAL MEDICAL SERVICES (SCOPE 2)**

### **Physical Exams**

The Contractor shall provide physical examinations to all safety-sensitive position employees and candidates.

#### **A. CDL Holder Exams.**

Comply with Department of Licensing regulations, complete the CDL Holder Exam and issue medical examiner's certificate. The exam will include:

- 1. Physical examination (includes vitals, UA dip, laboratory height, weight, etc.).
- 2. Audiogram
- 3. Vision – distance

#### **B. Fit-for-Duty Exams**



Provide fit-for-duty exams upon request. WTA provides a position description or job analysis indicating the specific positions physical requirements and working conditions. The medical examiner will determine the employee's ability to perform the essential functions of his/her job.

### **Medical Leave**

When requested, provide verification or clarification of employee's need for medical leave, including documentation for the Family and Medical Leave Act (FMLA).

### **Other Services**

When requested, provide respirator testing, hearing tests, and Hepatitis B inoculations.

Once a year, WTA holds an on-site flu shot clinic in partnership with the Contractor.

### **Scheduling, Notification, Recordkeeping and Reporting**

- A. Provide appointments Monday through Friday from 8 a.m. until 5 p.m. for examinations, at a minimum. Additional times and weekend availability is preferred.
- B. Provide exam results to WTA within 1 business day of the exam whenever possible.
- C. Notify WTA immediately if an employee or job candidate does not appear for a scheduled appointment.
- D. Accurate records shall be maintained and statistical reports shall be provided as required by the U.S. Department of Transportation and WTA.

### **2. E Contract Deliverable Requirements**

Maintain and retain all records relating to the contract 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.

Certifications of all collectors shall be provided to WTA upon execution of the contract and then as any staffing changes are made.

## Part 3 - Submission Guidelines

All submittals become the property of WTA.

### 3. A Procurement Schedule

Activity	Date - 2018
Procurement Request Released	April 27
Question and Clarification Deadline	May 7
Submissions Due	May 30 no later than 12:00 PM PST
Finalist In Person Interviews*	June 11
Final Selection (Best & Final Offer)**	June 25
Notice of Intent to Award***	July 1
Estimated Award Date	July 19

\* 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.

WTA may invite the top one (1) to three (3) firms (competitive range) for an interview/presentation. Any interviews will be scheduled no later than close of business on May 23. Requirements of the interview will be provided when the interview is scheduled.

Throughout this RFP, the term "Proposer" and "Contractor" may be used interchangeably, but in general, the term Proposer means those who submit a proposal in response to this RFP, while a Contractor is a Proposer who has been selected and enters a contract to provide the services.

### 3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes acceptance of the terms and conditions of this solicitation request, including the minimum requirements a proposer must have prior to proposal submission as well as the underlying contract terms and conditions.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the 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.

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 late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in [Part 3.C](#)
- The Proposer is determined to be not responsible
- 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
- It does not meet required terms and conditions, or formatting requirements
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the requested information in the required format
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

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

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

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

WTA may request clarification or additional information, including, but not limited to, financial statements.

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

At the time of proposal, Proposers must meet the following minimum qualifications:

- Have a State of Washington and all required local government business license(s) and endorsements<sup>2</sup>.
- Be registered with SAM.gov and not be suspended or debarred.

---

<sup>2</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.



- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Currently perform DOT required drug and breath alcohol testing including specimen collection and chain of custody management
- Provide Occupational Medical exams currently or within the last 5 years with CDL Holder Exams being part of the services provided
- Laboratories will be certified under the US Department of Health and Human Services
- The Medical Review Officer will be a licensed medical physician with experience in substance abuse, prescription drug use, pharmacology and toxicology.
- Medical Examiners will be licensed and listed on the Federal Motor Carrier Safety Administration National Registry. Examiners shall also be licensed doctors of medicine (MD), doctors of osteopathy (DO), or physician assistants (PA-C); advanced practice nurses, or doctors of chiropractic (DC)
- 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.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- Offer a fixed cost for project services

### **3. D Proposal Submission**

Proposals via email or a dedicated CD/USB Flash Drive is the preferred method of submission.

Unbound (i.e. no staples, comb bindings, presentation folder binding, etc.) hard copies will also be accepted instead of an electronic copy. All hard copy submissions should be in an envelope marked "Sealed Proposal RFP #2018 - 217" and submitted to:

Magan Waltari, CPPB  
Procurement & Grants Coordinator/DBELO  
Whatcom Transportation Authority  
4011 Bakerview Spur Rd.  
Bellingham, WA 98226  
(360) 788-9332  
procurement@ridewta.com

Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) must arrive by the due date.

### **3. E Submission Packages**

Proposals should conform to the following: pages of the proposal should be numbered; sections clearly identified; single spaced; no columns; minimum 12 point font, and no more than 10 double sided pages, including forms requested in the Exhibits. Samples and portfolios are exempt from the page limitation.

All proposals should include the following information:

- A brief history and description of the Proposer, including organizational structure, capabilities, number of years in business, size, business activities and services provided, and areas of specialization. Include experience with DOT drug & alcohol testing programs, as well as conducting DOT physicals. Please refer to 3.C Minimum Proposer Qualifications for more information.
- Address how you propose to conduct, track, and protect results of drug testing per DOT guidelines.
- Identify your company's physical location and hours of operation.
- If 24/7 collections are available, provide information regarding those services and any restrictions/costs involved
- Identify your MRO and other staff involved in your DOT drug & alcohol testing, and indicate their training and qualifications, and tenure with your company. Please refer to 3.C Minimum Proposer Qualifications for more information
- Outline the physician(s) you anticipate will conduct DOT pre-employment physicals, their training and qualification, and their tenure with your company. Please refer to 3.C Minimum Proposer Qualifications for more information
- What is the staff to client ratio?
- How many collection sites do you have and where are they?
- Do you offer any mobile or onsite collection services?
- Do you collaborate with any other organizations to evaluate and interpret drug testing results?
- Do you test the samples for any substances or compounds other than what is outlined in Appendix I?
- What measures are taken to ensure patient confidentiality and test result accuracy?
- Do you have detailed, written operational procedures to ensure compliance with all applicable regulations?

### **3. F Questions, Requests for Clarifications, and Alternates**

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



Convey any exceptions to the terms and conditions of the RFP by May 7. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by WTA's Terms and Conditions unless previously negotiated. Identify any item you take exception to, propose alternative language and describe why it is in WTA's best interests to adopt the alternative language.

WTA will provide an official written response to questions, requests, and alternate terms received by the respective deadlines. Any communications with staff other than the Procurement & Grants Coordinator will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator named in 3.D above until a contract is awarded.

All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests are received, WTA will determine that Proposers intend to comply with the Solicitation Documents as written in their entirety.

### **3. G Contact with WTA**

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any communications with staff other than the Procurement & Grants Coordinator will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator named in 3.D above until a contract is awarded.

### **3. H Conflict of Interest**

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- 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.
- Assisted in the creation of the solicitation budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)





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.

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 Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

### 3. I Addenda

Addenda will be issued to all Proposers should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

### 3. J Protest Procedures

**Filing a Protest** Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action.<sup>3</sup> Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

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

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

**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.

---

<sup>3</sup> "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.





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

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

- a) Reasonable probability exists that the protest will be denied.
- 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 twenty one (21) days after receipt.

### **3. 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 4 – Proposal Evaluation

### 4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals for the following:
  - a. Conformance with the RFP instructions and requirements.
  - b. Pricing score, using the following normalizing formula.  
$$\frac{(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible}}{\text{Possible}} = \text{Score}.$$
2. The Evaluation Committee will then review conforming Proposals and review proposer's qualifications. Those meeting or exceeding the qualifications outlined in 3.C and the Technical Requirements receive a Pass. Those not meeting the qualification requirements will not be reviewed further, unless WTA has pre-approved a deviation.

Factor	Points
Staff Qualifications	Pass/Fail
Location within WTA service area	Pass/Fail

3. Proposers that pass will be reviewed and scored based on the following criteria. References will be checked by a member of the Evaluation Committee and/or the Procurement & Grants Coordinator:

Factor	Points
Hours of Operation	20
Experience Providing Scope of Service Required	60
References	5
Cost	15
<b>Total</b>	<b>100</b>

4. Scores will be tabulated and averaged across the committee. Highest scoring proposals may be invited for interviews and asked for a BAFO (See section 4.D Best and Final Offer).
5. Once any interviews are complete, the Evaluation Committee will re-score submissions against the Evaluation Criteria based on the original solicitation and information provided during interviews. These new scores will be tabulated and then averaged across the committee.

The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

#### **4. B Additional Investigation and Review**

WTA will review all material submitted with a proposal to establish Proposer responsibility and performance history. WTA may also obtain additional information and conduct independent investigation, including, but 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 must timely provide all requested information.

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

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

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format.
- 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 the BAFO.

Any modifications to the initial proposals made by a Proposer in the 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 4.B.

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

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

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



A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer<sup>4</sup>.

---

<sup>4</sup> Bellingham Municipal Code 6.05.025



## Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which contract shall include the following particular terms and conditions, and such terms and conditions should be factored into any proposal:

### 5. A Contract Term, Compensation, and Invoice Payments

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

WTA reserves the right to refuse payment on invoices for work that is performed without the proper endorsement and written consent. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must detail service performed including the itemized cost, the total cost for the month and include documentation of any applicable reimbursable expenses. Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

### 5. B Contract Modifications & Change Request

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 WTA's Executive Director.

Either party may initiate a Change Request to the other in writing. Any request by Contractor shall include a detailed statement of work, level of effort by job description (hours), and job descriptions.

After receipt of any Change Request from WTA, Contractor shall submit a detailed price schedule proposal for the additional 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 5.E (23), 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 to the Contract Work, as determined to be in its best interest. 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.

### **5. C Economic Price Adjustments**

WTA will consider a rate adjustment to the service fee, if requested by the Contractor in writing 30 days prior of the contract anniversary date each year. Rates may be adjusted using the Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Medical Services.

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

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

### **5. D Independent Contractor**

At all times, Contractor shall be an independent contractor 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 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 Access to Records and Sites of Project Performance**

As a recipient of 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, member agencies, and its Contractors including Washington State Auditors.

### **5. F Insurance Requirements**

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 Commissioner<sup>5</sup>. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. 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.

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

- Bodily injury/death
- Personal injury
- Property Damage, including Premise and Operations, Fire damage and medical expense
- Independent Contractors coverage
- Protective Liability
- Completed Operations and Products.

The Contractor and subcontractors must procure the following minimum insurance:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per occurrence aggregate.
2. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
3. Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per occurrence aggregate.

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

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

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 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.

---

<sup>5</sup> RCW 48



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

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



## **Part 6 – Public Disclosure Law**

WTA complies with RCW Chapter 42.56. All proposals and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers 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 – Exhibits and Appendix

### Proposer's Checklist

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






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




- ☐ Proposal Form (Exhibit A)
- ☐ References (Exhibit B)
- ☐ Proposal Cost (Exhibit C)
- ☐ Notarized Conflict of Interest Certification (Exhibit D)
- ☐ Debarment, Compliance, Conflict of Interest (Exhibit E)
- ☐ A Submission Package (Part 3E)

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






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

Exhibits and appendices are embedded in the table below. Contact the Procurement & Grants coordinator if you are unable to open them.

<b>Exhibit A</b> Proposal Confirmation & Cover Sheet	
<b>Exhibit B</b> Vendor Demographics & References	
<b>Exhibit C</b> Proposal Cost	
<b>Exhibit D</b> Conflict of Interest Certification	
<b>Exhibit E</b> Debarment and Compliance Statement	

<b>Appendix A</b> Contract Terms & Conditions	
<b>Appendix B</b> Safety Sensitive Staff	
<b>Appendix C</b> Drug and Alcohol Abuse Prevention Program Definitions	



<b>Appendix D</b> WTA Policy – Designating WTA as a Drug & Alcohol Free Work Place	
<b>Appendix E</b> WTA Policy – Establishing Drug and Alcohol Testing	
<b>Appendix F</b> WTA Policy – Training Employees on the Drug and Alcohol Abuse Prevention Program	
<b>Appendix G</b> WTA Policy – Receiving Drug and Alcohol Abuse Assistance	
<b>Appendix H</b> WTA Policy – Establishing WTA’s Drug and Alcohol Abuse Prevention Program	
<b>Appendix I</b> DOT Covered Substances (49 CFR § 40)	