



# **Whatcom Transportation Authority**

## **Request for Proposal**

**for**

## **Employee Wellness Center**

**RFP 2018 - 177**

**RELEASE DATE:**

February 14, 2017

**PROPOSALS DUE:**

March 26, by 2:00 PM PST

Whatcom Transportation Authority  
4011 Bakerview Spur  
Bellingham, WA 98226  
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## 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. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 31 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](http://www.ridewta.com).

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.

WTA is currently seeking a firm to provide onsite certified health or wellness professionals to augment WTA's existing Wellness Program.

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

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

**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 purchases employee and family health benefits through the Association of Washington Cities (AWC). As part of the AWC benefit program, WTA participates in their Wellness Program focused on helping employees and spouses live healthier lives. WTA has used AWC's Wellness Program since July 2016 and earned the AWC "Well City" award in 2017, with an application pending for the 2018 award.

WTA's medical plan contribution rates reflect a discount for employees participating in the Wellness Program. This has helped drive high participation rates, which was 201 of 241 employees in 2016 and 184 of 252 employees in 2017.

### **2.B Background**

WTA has allocated \$150,000 per year to staff an on-site Wellness Center, where certified health or wellness professionals can assist WTA employees in addressing health issues, minor ailments, nutritional needs, and on-the-job ergonomic challenges. In addition, Contractors staff will establish relationships with interested employees to assist with lifestyle choices, including diet, stress management, and exercise.

### **2.C Technical Requirements**

The Contractor will staff a WTA provided on-site wellness facility with licensed and certified health and wellness professionals. At a minimum, Contractor will deliver limited physical therapy services. However, WTA would like the option to deliver other specialties such as:

- Certified Athletic Trainer
- Nutritionist
- Other

The facility will be open for a minimum of 6 hours a day, 5 days per week, or as otherwise agreed upon.

The Contractor will supply equipment including, but not limited to, basic physical therapy equipment, wall posters and other related materials, staff furniture, etc. WTA may, as part of the contract, purchase specialty equipment based on recommendations from the Contractor.

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

The Contractor will create a welcoming atmosphere with posters, informational displays, and appropriate equipment where program participants may receive care and assistance either as a walk-in or with an appointment. There must be no direct costs to participants.

WTA will provide a room for the program, approximately 500 square feet in size. Contractor will staff the room from 10-6 PM, Monday through Friday, or as otherwise agreed.

In addition to providing basic physical therapy, nutrition and health coaching, and ergonomic assessments at work stations, on the transit buses, or in the fleet maintenance area, the Contractor will conduct group health classes and occasionally speak (2-3 times per year) about wellness and health at “all-employee” meetings.

WTA may, during the contract term, chose to add employee’s spouses and other Wellness program participants not directly employed by WTA. This will be done by mutual agreement of both parties.

## **2. E Contractor Performance Measurements**

During the initial 3-year contract period, WTA anticipates the successful vendor will meet the following established program goals:

Year 1 Goals (July 2018 – June 2019):

1. At least 50% of the staff use the facility every six (6) months.

Year 2 Goals:

1. At least 50% of the staff use the facility every six (6) months.
2. A decrease in short-term (less than one day) medical leave absences on a per employee basis, 2019 vs 2017.
3. A decrease in the number of on-the-job injuries (30 allowed claims 2014-2016, 13 Jan thru Nov 2017)

Year 3 Goals

1. At least 50% of the staff use the facility every six (6) months.
2. Reduce short-term (less than one day) medical leave absences by 10% on a per capita basis, 2020 vs 2017.
3. Reduce the 2021 workers’ compensation rate 10% below the 2018 rate. Or see a significant reduction in on-the-job injuries, based on WTA’s judgement.

## **Part 3 – Submission Requirements**

All submittals become the property of WTA.

### **3. A Procurement Schedule**

| <b>Activity</b>                       | <b>Date – 2017</b>             |
|---------------------------------------|--------------------------------|
| <b>Procurement Request Released</b>   | February 14                    |
| <b>Clarification Deadline</b>         | March 5                        |
| <b>Submissions Due</b>                | March 26 no later than 2:00 PM |
| <b>Finalist In Person Interviews*</b> | Week of April 16               |
| <b>Notice of Intent to Award***</b>   | April 23                       |
| <b>Estimated Award Date</b>           | May 17                         |

*\* WTA reserves the right to award a contract(s) without Interviews 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.

Any interviews will be scheduled no later than close of business on April 9. Requirements of the interview will be provided when the interview is scheduled.

### **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 underlying contract terms and conditions which are set out herein.

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 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>1</sup>.
- Be registered with SAM.gov and not be suspended or debarred.
- 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.
- 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.
- Demonstrates skill in the work called for under the contract, including performing onsite service.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- Has the ability to:
  - a. Perform work at WTA site(s) unless otherwise approved by WTA

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<sup>1</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

- b. Demonstrate the ability to maintain adequate files and records to meet project reporting requirements
- c. Provide a minimum of two (2) (three (3) preferred) references demonstrating the ability to provide on-site health services. For example, the proposer maintains a physical office, but provides on-site service to a major employer in the area once a week.

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

Electronic or dedicated CD/USB Flash Drive proposals are the preferred submission method. Unbound (i.e. no staples, combs, binders, etc.) hard copies will also be accepted. All hard copy submissions should be in a plainly marked envelope "Sealed Proposal RFP #2018-177." Proposal should be 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.

Proposals should include the following information where possible. Previous program experience could be provided directly at the employer's location, or be employer specific and provided at contractors site.

- A brief history and description of the Proposer, including organizational structure, capabilities, and areas of specialization;
- Include any experience with implementing injury prevention centers for transits, other government agencies, or other comparable employers.
- A description of Proposer's approach to the project including:
  - Ability to undertake the work that will assist in reaching and maintaining our goals.
  - Details about individuals who would be assigned to the project:
    - Including certifications, trainings, and expertise.
    - Including brief resume of key personnel providing services.
- Identify projects involving the providing of similar services.



- An estimated timeline and implementation plan, including WTA staff time requirements.
- Explain the employee's experience from start (how to make an appointment) to finish (fully out of pain and no additional treatment is necessary).
- Describe any training provided to employees regarding offered programs.
- Provide
  1. Reports for other injury prevention programs or centers operated. Show what data and frequency of reports are provided.
  2. Data showing the impact of the program on the customer's accident rate and employee attendance.
  3. Samples of communications to employees, management, and Human Resources.
  4. Feedback from previous customers detailing the impact of the Wellness Center on their workforce.
- Hourly rates and a lump sum "Not to Exceed" price to complete all the required services and tasks noted in the Scope of Services, which shall include:
  1. Provide a narrative describing the assumptions (i.e. per employee, per hour, etc.) used in developing the price structure.
  2. Labor, material cost, equipment, travel, taxes, overhead, and any other reimbursable fees must be detailed on Exhibit E. Write N/A for any costs that are not applicable for your service and write additional costs under "Other".
  3. Price should include attendance at periodic meetings when required.
  4. All applicable, licensing, insurance, and certifications.

### 3. F 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.
- Assists in the creation of a project 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. G 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 B.

### **3. H 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. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator listed below:

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

### **3. I 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>2</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

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<sup>2</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.

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.

**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.J 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, and against section 3.C Minimum Proposer Qualifications.
  - b. Conformity with Minimum Proposer Qualifications.
  - c. Pricing score, using the following normalizing formula.  
(Lowest Overall Proposed Price ÷ Price Being Evaluated) × Total Points Possible = Score.
2. An Evaluation Committee will then review conforming Proposals against the following Evaluation Criteria:

| Evaluation Criteria                     | Points     |
|---|------------|
| Firm Experience with On-Site Services   | 70         |
| Diversity of Assigned staff specialties | 15         |
|   |            |
| Cost                                    | 15         |
| <b>Total</b>                            | <b>100</b> |

3. Top Proposals will have their references checked by a member of the Evaluation Committee and/or the Procurement & Grants Coordinator, and may be invited for interviews and asked for a BAFO (See section 4.C Best and Final Offer).
4. Once any interviews are complete, the Evaluation Committee will re-score submissions against the Evaluation Criteria based on information provided by interviewees. The highest scoring Proposer will be selected. 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.

### 4. B Evaluation Criteria

#### **4. A.1 FIRM EXPERIENCE WITH ON-SITE SERVICES**

A Proposer should identify and clearly demonstrate key areas that qualify them to partner with WTA and staff an onsite Wellness Center. This would include, but is not limited to, past performance with employer specific wellness and injury prevention programs, and ability to manage remote staff. Success rates for injury prevention programs will be considered. Communications with stakeholders, and feedback from previous customers about injury prevention programs will also be reviewed. WTA will review proposer's implementation plan, how well the employee experience is described, and any training that may be provided to them on injury prevention and overall wellness. WTA will also consider how proposers plan to interact with staff and the transit culture, as well as market and

support the program. WTA reserves the right to interview references, perform internet searches, and use any other investigative means it chooses in establishing Proposers qualifications.

#### **4. B.2 DIVERSITY OF STAFF SPECIALITIES**

List all potential staff positions that could be provided throughout this program. Include any certifications they may have.

#### **4. B.3 PRICE**

This must contain all services and resources to meet the requirements provided in the Scope of Work Part 2. 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. The Proposer may add additional job classifications to the attachment.

#### **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/its 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.

A City of Bellingham endorsement will be required as a condition of award to the highest scoring proposer<sup>3</sup>.

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<sup>3</sup> Bellingham Municipal Code 6.05.025

## Part 5 – Specific Contract Terms & Conditions

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

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

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 term.
2. Payment: Payment will be based on Net thirty (30) 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.

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 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

WTA may, at any time, order additions, deletions, revisions, or other changes as necessary to complete the Work provided those changes could be reasonably considered as part of the work. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of any contract shall be effective without prior endorsement of WTA's General Manager.

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), price, and job descriptions.

WTA reserves the right to add or delete items to the Contract scope, 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.

### 5. C 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. D 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

## **5. E. Termination for Convenience**

WTA may terminate all or part of this contract by providing thirty (30) day 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.

## **5. F Insurance Requirements**

Contractor and subcontractors will not begin work until proof of insurance has been received and approved by 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>4</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.

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<sup>4</sup> RCW 48

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 project aggregate.
2. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Professional Liability in the amount of \$1,000,000 per occurrence.

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.

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 proposer's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by proposer. Submission of a proposal 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

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|---|---|
| <b>Exhibit A</b><br>Proposal Confirmation & Cover Sheet |  |
| <b>Exhibit B</b><br>Vendor Demographics & References    |  |
| <b>Exhibit C</b><br>Proposal Cost                       |  |
| <b>Exhibit D</b><br>Conflict of Interest Certification  |  |
| <b>Exhibit E</b><br>Department and Compliance Statement |  |
| <b>Appendix A</b><br>Contract Terms & Conditions        |  |