



OLYMPIA, WASHINGTON

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**REQUEST FOR PROPOSALS  
PROJECT 2001**

**COMPUTER ASSISTED DISPATCH AND  
AUTOMATIC  
VEHICLE LOCATION REPLACEMENT**

**REQUEST FOR PROPOSALS (RFP) RELEASE DATE:**  
May 29, 2012

**PRE-PROPOSAL MEETING:**

Date: June 10, 2020  
Time: 2:00p.m. Pacific Time (PT)  
Location: Virtual

**QUESTION/CLARIFICATION/EQUALS DEADLINE:**

Date: June 15, 2020 **no later than**  
Time: 3:00p.m. (PT)

**PROPOSAL DUE DATE AND TIME:**

Date: June 29, 2020 **no later than**  
Time: 3:00p.m. (PT)

**CONTACT PERSON:**

Jeff Peterson  
Procurement Coordinator  
(360) 705- 5878  
[jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)

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**LEGAL ADVERTISEMENT**

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**REQUEST FOR PROPOSALS**  
**Computer Assisted Dispatching and Automatic Vehicle Location Replacement**

**INTERCITY TRANSIT**  
**PROJECT 2001**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing a Computer Assisted Dispatch (CAD) and Automatic Vehicle Location (AVL), collectively referred to herein as CAD/AVL solution.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 2001 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional virtual Pre-Proposal Meeting will be held on June 10, 2020 at 2:00p.m. (PT).

Proposals are due no later than June 29, 2020, 3:00p.m. (PT).

Please contact Jeff Peterson, Procurement Coordinator, by phone at (360) 705-5878 or email at [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com) to ask questions regarding this solicitation.

All businesses are encouraged to apply. Intercity Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award

This project will initially be funded with local sources. Federal funds may be used in future equipment purchases under this agreement.

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## SECTION 1 - INTRODUCTION

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### 1.1 BACKGROUND AND STATEMENT OF PURPOSE

Intercity Transit (Transit) is the leader, major advocate, and primary source of public transportation in Thurston County. As such, Transit is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and, being a ready resource able to respond to community emergencies.

In order to better serve the community and fulfill its mission, Transit has determined a need to partner with a highly experienced and qualified solution provider in the replacement of our existing CAD/AVL infrastructure. The existing system was installed in 2008 and has reached the end of its useful life. Transit is also interested in taking advantage of updated features and functionality of a present-generation CAD/AVL system to improve operational effectiveness, efficiency, safety, performance measurement, and customer experience.

Transit's service level and fleet size is anticipated to expand dramatically over the next decade, and the agency will soon begin a significant redevelopment of its campus infrastructure to support this expansion. The expansion project will include replacement of Transit's administration building, which includes the fixed route and paratransit dispatch centers to accommodate the technology systems, equipment, and operating procedures needed to support its enhanced transit services. A significant part of Transit's technology upgrade consists of replacing its voice and data communications network and its CAD/AVL system.

The new CAD/AVL system will be hosted on Transit's fleet which currently consists of 101 fixed-route buses and 49 paratransit vehicles (Dial-A-Lift). The fixed-route buses include Gillig heavy -duty low-floor coaches between 29 feet to 40 feet in length, and paratransit vehicles include Ford and Chevy chassis.

Transit's technology infrastructure supporting the CAD/AVL system currently consists of multiple third-party systems, including The Master Scheduler blocking and runcutting system, FleetNet (Aval) operator scheduling system, ArcGIS for digital map management, and a SQL based Long-Term Database (currently Orbital) which is a source of record for reporting solutions, such as SSRS and PowerBi..

### 1.2 OVERVIEW OF SOLUTION SOUGHT

The selected Proposer will supply systems and services including, but not limited to:

- a) Supply, installation, testing, and commissioning of a complete replacement CAD/AVL system for the fixed-route fleet and aspects of Dial-A-Lift (paratransit) operations as detailed in the technical requirements (Exhibit C);

- b) Replacement of analog radio communications system with Voice over IP (VoIP) and data cellular communications systems, whilst utilizing a digital mobile radio (DMR) as the backup voice communication solution currently under development;
- c) Cloud-based hosted central systems software;
- d) Onboard equipment and onboard systems integration for coach, paratransit, and non-revenue fleet vehicles;
- e) Replacement of dispatch center technology and equipment;
- f) Automatic Passenger Counter replacement and integration;
- g) Operations and planning support systems and equipment;
- h) Vehicle health monitoring systems;
- i) Real Time Passenger Information system and external interface;
- j) Integration with certain existing onboard, dispatch, and enterprise systems;
- k) Business intelligence, data warehouse, and reporting tools for the CAD/AVL solution to be utilized in business decisions and Federal Transit Administration (FTA) reporting requirements;
- l) Project management and technical services related to design, testing, installation, configuration, training, and start-up;
- m) Documentation, manuals, and training for the system as delivered and configured for Transit;
- n) Transitioning from obsolete systems through decommissioning, removal, and staging for surplus or disposal;
- o) Warranty and service agreement for hardware, systems, and services; and
- p) Other priced options as described in this RFP.

Additional details on the scope of systems and services is provided throughout this RFP and the technical requirements as detailed in Exhibit C.

### 1.3 FUNDING

Local funds have been allocated for the implementation of this project. Transit may seek federal grant assistance as the project progresses. The selected Proposer will be subject to all provisions prescribed for third-party Contracts by that financial assistance agreement, including the Federal provisions in the Contract conditions contained in this document.

### 1.4 AWARD

Transit intends to award a fixed-priced Contract to the responsive responsible Proposer whose Proposal meets all RFP requirements and is determined the most advantageous to Transit.

**Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the goods and/or services specified herein.** Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

### 1.5 CONTRACT TERM

The initial term of the Contract to purchase products and installation services is two (2) years from date of execution. The initial term of the Service and Maintenance agreement



is to be five (5) years from date of acceptance of the solution. Transit reserves the right to negotiate additional terms for equipment purchases and/or Service and Maintenance agreements at the sole discretion of Transit. Any additional terms(s) will be subject to written mutual agreement. Standard warranty terms are to take effect upon acceptance of the solution and are not limited to the term of the contract.

## SECTION 2 – GENERAL INFORMATION

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### 2.1 PROCUREMENT COORDINATOR

All questions and communication concerning the Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

**Procurement Coordinator:** Jeff Peterson  
**Email Address:** [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)  
**Phone:** 360-705-5878  
**Address:** Intercity Transit  
526 Pattison Street SE  
Olympia, WA 98501

### 2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to the Pre-Proposal date or Proposal Due Date and Time on Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	May 29, 2020
Pre-Proposal Videoconference	June 10, 2020 at 2:00p.m.
Questions and Requests for Clarifications Due	June 15, 2020 by 3:00p.m.
Request for Approved Equals	June 15, 2020 by 3:00p.m.
Proposal Due Date and Time	June 29, 2020 by 3:00p.m.
Evaluations Begin	July 1, 2020
Anticipated Interviews	July 13, 2020
Anticipated Contract Award Date	September 1, 2020
Anticipated Contract Start Date	October 1, 2020

### 2.3 PRE-PROPOSAL VIRTUAL CONFERENCE AND VIRTUAL SITE TOUR

Transit will host an optional Pre-Proposal virtual conference at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend. Video and photos are available to provide a visual representation of the space in the vehicles, dispatch centers, and installation bay space, is available upon request. This meeting will provide prospective Proposers an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [WEBS](#).

**Pre-Proposal Meeting Date:** June 10, 2020  
**Pre-Proposal Meeting Time:** 2:00p.m. (PT)  
**Virtual Call-In Information - Go-To-Meeting:**  
United States: +1 (571) 317-3122  
One-touch: <tel:+15713173122,482341325#>  
Access Code: 482-341-325

## **2.4 SOLICITATION DOCUMENT AVAILABILITY**

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register at no cost in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or [WEBSCustomerService@des.wa.gov](mailto:WEBSCustomerService@des.wa.gov) if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

## **2.5 EXAMINATION OF DOCUMENTS**

Proposer must thoroughly examine all Solicitation Documents and any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP.

## **2.6 QUESTIONS AND CLARIFICATION REQUESTS**

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

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFP. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

## **2.7 APPROVED EQUALS REQUESTS**

Proposer requests for approved equals or deviation from the scope of work and technical specifications are due no later than the date and time identified in the Anticipated Procurement Schedule. All such requests must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject these requests.

Each request must provide adequate technical information to allow Transit to make an informed decision. Transit reserves the right to deny requests which lack sufficient information. Transit will review all timely requests for approved equals or deviations and issue solicitation Addenda as necessary to document approval or denial.

If no requests for approved equals or deviation are received, Transit will conclude that the Proposer intends to fully comply with all scope of work and specifications as written.

## **2.8 SOLICITATION STANDARDS**

The Solicitation Standards is included in Section 4.

The Solicitation Standards contains important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Proposers do not need to attach this section with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

## **2.9 CONTRACT TERMS**

A Sample Contract has been included in Section 9. Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

## **2.10 INCORPORATION OF DOCUMENTS INTO CONTRACT**

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract.

## SECTION 3 – OVERVIEW AND SCOPE OF WORK

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### 3.1 GENERAL STATEMENT

Transit's current CAD/AVL system was installed in 2008 and is in need of replacement. Our ability to utilize CAD/AVL technology to optimize our operations and transportation choices are not being realized. Our CAD/AVL system is not able to take advantage of evolving wireless services. Accordingly, a highly experienced and qualified solution provider is being sought to replace our CAD/AVL system with a solution that best satisfies our needs and represents best value.

### 3.2 CURRENT ENVIRONMENT

#### 3.2.1 Enterprise IT Environment:

Intercity Transit Information Technology systems are relatively modern. The new CAD/AVL system must be compatible with our current technology environment which environment includes:

- a) Traditional SAN architecture (EMC VNX and Isilon);
- b) Virtual Environment powered VMware;
- c) Server hardware powered by Dell;
- d) Load balancing architecture powered by F5;
- e) Current Microsoft Windows Server and Desktop Operating systems;
- f) Current SQL (2017) server editions;
- g) Common firewalls produced by Cisco, Palo Alto, and Fortinet;
- h) Layer 2 and Layer 3 switching using Cisco products and network protocols;
- i) Wireless technology that supports up to 802.11ac technology. We utilize Cisco Meraki access points;
- j) End point protection powered by Sophos Protections Systems;
- k) E-mail filtering and protection powered by Barracuda;
- l) TSI onboard video surveillance systems; and
- m) Data backup and recovery provided by VEEAM.

The new CAD/AVL system must also be able to integrate with Transits core applications. Proposers shall include alternative applications if required to successfully function within the response and pricing structure. Proposers may suggest alternative applications for Transit to consider. Current core applications include:

- a) Routematch Scheduling software for Paratransit (Cloud Based);
- b) The Master Scheduler (TMS) for fixed route operations;
- c) APIs necessary to interface/integrate with agency website; and
- d) Avail (aka Fleetnet) Enterprise Resource Planning (ERP) software.

Over the next 18 months there is a possibility that our server infrastructure may migrate to hyperconverged technology such as Nutanix and VxRail. Transit also intends to utilize cloud computing (IaaS) or Paas) resources such as AWS and Microsoft Azure as a secondary data center. Finally, we are in the planning stages for a full Office 365 deployment for the organization.

### **3.2.2 Voice/Data Communications Environment:**

Transit currently operates primary data and voice for its existing CAD/AVL system via an analog UHF private land mobile radio system. The agency leases tower space for antennas and base stations at two sites located strategically across the Thurston County region, via its wireless provider partners. Backhaul from these tower sites to central facilities are ensured through a combination of private fiber and leased lines. For data communication, the agency has dedicated a UHF channel for modulated data on a TDMA polling cycle covering the entire fleet on a regular interval.

Under the CAD/AVL Replacement project, fundamental changes will be implemented to both data and voice communications systems. The private analog UHF radio system will be decommissioned and replaced with primary cellular based communication for both data and voice, mediated through a new on-board mobile access router. CAD/AVL data will benefit greatly from a large increase in bandwidth utilizing viable LTE vendors in service area (MGRs are to be band 14 certified), enabling new functionality such as increased AVL polling and the capacity to stream live surveillance video from the bus while it is in route. CAD/AVL primary voice will utilize a VoIP protocol over the common mobile access router, with a dedicated on-board hardware codec and call management integrated into the CAD/AVL. In order to protect against any potential VoIP outages, Transit will maintain a separate leased DMR fallback radio system, which will not be integrated directly into the CAD/AVL system, but will help ensure situational awareness between vehicle operators and central dispatch can be maintained in the widest range of emergency scenarios.

### **3.2.3 Existing Fleet:**

Transit operates a fleet of Gillig low-floor diesel and hybrid fixed-route vehicles (coaches), including 29-foot, 35-foot, and 40-foot lengths, with a total fleet at the time of CAD/AVL installation of approximately 101 coaches. The paratransit (Dial-A-Lift) fleet consists of a mix of Chevrolet and Ford cutaway vans with a total fleet at the time of CAD/AVL installation of approximately 49 vehicles. The non-revenue fleet consists of a mixture of supervisor, maintenance, and other support vehicles, each to be equipped with GPS integrated with the CAD/AVL fleet. Supervisor vehicles are to be additionally outfitted with tablets, integrated with the CAD/AVL and housed in a vehicle docking station, to support field dispatch functions. A detailed description of Transit's anticipated fleet at the time of installation is included as Exhibit A.

### **3.2.4 Existing Onboard Systems:**

Fixed-route vehicles currently include the following systems:

- Conduent CAD/AVL;
- TSI video camera system;
- Luminator head signs;
- Iris, Irma, automatic passenger counting system;
- Some include transit signal priority equipment, currently Emtrac;
- Conduent annunciator system, including display sign;
- Fleetwatch maintenance management system;

- Most of our fleet communicates through J1939 or CAN connections. System will need to be adaptable to future connections; and
- About 20 of our older series coaches have J1708 connections.

Paratransit vehicles include the following systems:

- About 24 vehicles have Orbatal (MDT's).
- TSI video camera system;
- RouteMatch tablets; and
- Fleetwatch maintenance management system.

Non-revenue vehicles include the Fleetwatch maintenance management system. Route supervisor vehicles include radios, laptops and CAD/AVL system. Maintenance vehicles include the current CAD/AVL system. Vehicle configurations may change over time. The CAD/AVL system is expected to interface with existing vehicle headsigns and other equipment as specified in the Technical Requirements.

Note that effective January 1, 2020, Transit is fare free; therefore, farebox integration is not anticipated.

### 3.2.5 Existing Dispatch Center:

The Dispatch Center's work space consists of a desk in an office adjacent to the drivers common area. Transit is in the process of building a new administration building that will host new dispatch centers. Layout will be similar, slightly larger, to what is currently in place. Two primary dispatch centers, coach and paratransit, will be utilized. A third back-up dispatch center is adjacent to the coach dispatch center.

Photos are available of the dispatch center upon request of the Procurement Coordinator.

### 3.2.6 Related Enterprise Systems and Interfaces:

Exhibit B charts the related systems and interfaces. The diagrams show how the different systems integrate with one another.

## 3.3 SCOPE OF SYSTEMS PROVIDED

The Proposer shall provide the following systems and software under the Base Price of this contract:

- a) **CAD/AVL System:** The successful Proposer shall furnish and install a Commercial Off the Shelf (COTS) hosted CAD/AVL solution for fixed-route and paratransit, with all equipment, software, components, and licenses necessary to deliver the functionality as specified in the technical requirements.
- b) **Fixed-Route Onboard Systems:** Furnish and install all onboard systems, components, cabling, and equipment on fixed-route vehicles to support the CAD/AVL system, including but not limited to:
  - Vehicle Logic Unit (VLU);
  - Mobile Data Terminal (MDT);
  - Mobile Access Router (MAR);

- Automatic Passenger Counting (APC) Integration (Transit-supplied device);
  - Covert Alarm Switch or integrate with existing if appropriate;
  - Automated Vehicle Annunciation (AVA);
  - Vehicle health monitoring interface;
  - Luminator Destination Signs; and
  - Integration with existing onboard systems and devices.
- c) **Paratransit Onboard Systems:** Furnish and install all onboard systems, components, cabling, and equipment on Paratransit vehicles to support the CAD/AVL system, including but not limited to:
- Vehicle Logic Unit (VLU);
  - Vehicle health monitoring interface;
  - Mobile Data Terminal (MDT); and
  - Mobile Access Router (MAR).
- d) **Non-Revenue Vehicle Onboard Systems:** Furnish and install all onboard systems, components, cabling, and equipment on non-revenue vehicles to support the CAD/AVL system, including but not limited to:
- Vehicle Logic Unit (VLU);
  - Vehicle health monitoring interface;
  - Mobile Data Terminal (MDT); and
  - Mobile Access Router (MAR).
- e) **Voice over IP (VoIP) and Data Communications:** Provide Voice over IP (VoIP) and data communications systems, integrated with the Mobile Access Router (MAR) and including central and onboard equipment, primary and fallback systems.
- f) **External Interfaces:** Provide GTFS and GTFS-RT feeds to support external customer information and planning applications. Provide integration with Transit's Emtrac Transit Signal Priority (TSP) system on applicable coaches.
- g) **Decommissioning:** Decommissioning, removal, salvaging, or packaging for surplus of existing CAD/AVL hardware.
- h) **Spare Parts:** Provide an initial inventory of spare parts, equipment, tools, consumables, etc. for post Systems Acceptance operations. Spare parts inventory shall be based on the recommendations of the successful Proposer. The Inventory shall be sufficient to reasonably support uninterrupted operations and full system availability, based on a warranty and service agreement being in effect for repairs, replacement, and technical support. At least one (1) spare component of all critical equipment and parts shall be provided.

### 3.4 SCOPE OF SERVICES PROVIDED

The successful Proposer will provide a fully functional and operational CAD/AVL system including the following services under the Base Price of the contract:



- a) **Project Management:** The successful Proposer shall provide design, engineering, and technical support services to Transit to support integration of existing and future enterprise applications that exchange data with the CAD/AVL central system, databases, and/or onboard equipment. Provide a designated Contractor Project Manager as a single point of contact with Transit for technical and contractual issues.
- b) **System Engineering and Design:** The successful Proposer shall be responsible for the engineering and design of the System to meet these technical requirements, including surveys, permits, and verification of existing conditions of vehicles and facilities. Prepare design document deliverables for Transit review and approval. Provide a highly qualified Project Engineer to lead and coordinate technical work, including on-site presence where necessary at critical design, installation, testing, and acceptance milestones.
- c) **Inspections, Surveys, and Pre-Delivery Testing:** The successful Proposer shall provide pre-delivery inspections, and testing to ensure that all system components are delivered in working order ready for installation and integration when delivered to Transit.
- d) **Delivery and Storage of Equipment:** The successful Proposer shall be responsible for the delivery of all equipment to be furnished under this contract. The successful Proposer shall be responsible for the secure storage and liability of all delivered equipment prior to its acceptance by Transit.
- e) **Installation:** The successful Proposer shall be responsible for the installation of all equipment to be furnished under this contract, subject to an approved Installation Plan. Installation of onboard equipment will take place at Transit's 526 Pattison Street, SE Operations and Maintenance Facility (Pattison Base), or Transit approved off site location proposed by the successful Proposer in the same demographic location, using the successful Proposer's own installation personnel.
- f) **Onboard Systems Integration:** The successful Proposer shall be responsible for integration of all onboard, remote, communications, and central subsystem elements into a single, integrated system that meets the technical and functional criteria described herein. This requirement includes both successful Proposer-supplied systems as well as legacy and third-party systems as necessary to deliver CAD/AVL system functionality.
- g) **Communications Network Integration:** The successful Proposer shall assist Transit with the integration of the Wireless Communications Network into the Transit enterprise Wide Area Network (WAN) to facilitate for data transfer between Onboard and Central systems. Any improvement to the WAN shall be the responsibility of Intercity Transit.
- h) **Central Systems Integration:** The successful Proposer shall coordinate with Transit for integration and configuration of CAD/AVL with the data provider and existing enterprise IT Network, in accordance with Transit IT standards and procedures.

- i) **Maintenance Test Bench/Bus-in-a-Box:** The successful Proposer shall supply four (4) maintenance test bench units [two (2) for each fixed route and paratransit] to be installed in the Maintenance Department and Information Systems Department. The successful Proposer shall supply four (4) bus-in-a-box (BIAB) units [two (2) for each fixed route and paratransit] for training purposes.
- j) **Testing and Acceptance:** The Successful Proposer shall conduct phased testing and systems acceptance activities as specified in the Technical Requirements. The testing program shall include:
  - o Factory Acceptance Testing (FAT);
  - o Pilot Testing (PT);
  - o Installation Testing;
  - o System Acceptance Testing (SAT); and
  - o Burn-In Testing (BT).

Successful Proposer shall supply testing plans for review and approval by Transit in advance of testing. Successful Proposer shall remedy any faults identified through the testing process, and facilitate re-testing as required.
- k) **Training:** The Successful Proposer shall develop and deliver an approved training program to familiarize Transit staff with the functionality, operation, maintenance, administration, and engineering design of all elements of the System, in accordance with the training requirements specified in the Technical Requirements. The Successful Proposer shall also provide flexible training credit hours and refresher trainings as specified in the Technical Requirements.
- l) **Documentation:** The Successful Proposer shall provide all necessary design and engineering documentation to fully describe and document the proposed solution, as specified in the requirements, and subject to Transit review and approval. Plans shall be developed by the Successful Proposer for critical aspects of implementation including integration, installation, and cutover. Successful Proposer shall provide detailed operational/user and system administration manuals for Successful Proposer provided systems. Successful Proposer shall provide a final, complete set of 'As Built' documentation for all systems and vehicle types describing the design and configuration of the complete system prior to Final Acceptance.

### 3.5 PRICED OPTIONS

Transit is requesting technical and price information for the following optional project elements. Any annual escalation or inflation must be stipulated in the Price Proposal, provided in Exhibit D.

- a) **Wayside Electronic Signs:** Supply, configure, and install wayside electronic sign hardware (LCD and/or e-paper in priced options).
- b) **Dispatch Workstations:** Supply, configure, and install systems for two (2) new fixed-route dispatch workstations and one (1) new paratransit dispatch workstation at Transit's facility. Workstations includes CAD console, switches, peripherals, cabling, and other accessories, but excludes furnishings.

- c) **Additional Fixed-Route Vehicle Installations:** Supply and configure onboard CAD/AVL equipment for additional fixed-route vehicles.
- d) **Additional Paratransit Vehicle Installations:** Supply and configure onboard CAD/AVL equipment for additional paratransit vehicles.
- e) **Additional Non-Revenue Vehicle Installations:** Supply and configure onboard CAD/AVL equipment for additional non-revenue vehicles.
- f) **Testing Vehicle:** Outfit a non-revenue vehicle (supplied by Transit) with a complete set of fixed-route CAD/AVL systems and other integrated hardware (e.g., headsign,) to replicate the functionality of a fixed-route coach to support field evaluation and verification.
- g) **Supplemental Training:** Provide hourly rate(s) to supply additional training services (exclusive of travel) during the Warranty and Service Period. Subject to approval of a scope of work, schedule, and budget by Transit in the future.
- h) **Supplemental Technical Support:** Provide hourly rate(s) to supply additional technical support (exclusive of travel) for items not included in the Warranty and Service Period. Subject to approval of a scope of work, schedule, and budget by Transit in the future.
- i) **Business Intelligence (BI) Tool:** Supply, configure, and install a Business Intelligence tool to provide data analysis and visualization as well as robust report development functions to Transit. The BI tool shall have an easy-to-use graphic user interface (GUI) that allow users to create Key Performance Indicators (KPIs), reports, and dashboards. The BI tool shall provide real-time data displays of schedule performance, service adjustment, and user created KPIs. Differences between scheduled performance (service hours, deadhead hours, revenue miles, revenue hours, etc.) and actual performance shall be automatically calculated and reported in the BI tool. The BI tool shall incorporate levels of data to allow users to retrieve, display and report data by date, time, route, block, operator, stop, and geographical area. The BI tool shall automatically create dashboard and report views of all data required for National Transit Database reporting. The BI tool shall be intuitive and not require training for basic use. Complete user documentation, help menus, and advanced user training for the BI tool shall be delivered as part of this priced option.
- j) **Other Vendor Options:** Transit is interested in learning about other system features vendors may offer that are not included in the Base Price or Priced Options above. Vendors may choose to introduce other features (modules, elements, etc.) as recommendations to enhance the Transit agency user or customer experience.

### 3.6 WARRANTY AND SERVICE AGREEMENT

The Successful Proposer shall provide a Warranty for the complete solution as well as an ongoing service agreement in accordance with the provisions of the RFP and the Technical Requirements.

The base warranty and service period shall be for the first five (5) years following final systems acceptance, with options for extensions up to at least ten (10) years. Transit reserves the right to negotiate additional terms for equipment purchases and/or Service

and Maintenance agreements at the sole discretion of Transit. Warranty and Service Period requirements are stated in the Technical Requirements.

### **3.7 TECHNICAL REQUIREMENTS**

The Technical Requirements for the System are included as Exhibit C. Proposers are advised to carefully review and consider the Technical Requirements, which will form a binding component of the Contract Agreement, systems acceptance testing, and verification of achieving milestone payments.

Proposers are required to indicate compliance or proposed modifications to Technical Requirements as part of the Compliance Matrix submitted as part of a compliant proposal response.

### **3.8 COMPLETE SYSTEM**

The Successful Proposer shall provide a complete, integrated, tested, and fully operational solution that provides all system functionality as described in the requirements herein. The Successful Proposer shall complete all aspects of the work in a manner that does not negatively impact service, nor adversely impact customer experience.

Omission of any specific system component, service, configuration, cabling, license, etc. in this Request for Proposals does not relieve the Successful Proposer of the obligation to provide such items if necessary to deliver a Complete System.

### **3.9 WASHINGTON STATE SALES TAX**

Transit is required to pay Washington State Sales Tax on all applicable purchases. Sales Tax shall be noted separately on invoices as a pass-through cost only. Sales tax is not to be included in the Proposer's cost proposal. The successful Proposer shall be required to register with the Washington State Department of Revenue prior to commencement of work.

Business, occupational and personal property taxes are the responsibility of the Successful Proposer. All taxes payable by Transit as a result of this contract are considered part of the Price Proposal.

### **3.10 ITEMS PROVIDED BY INTERCITY TRANSIT**

Transit will provide reasonable assistance and accommodation in the form of infrastructure, equipment, software, facilities, staff, and services to support system implementation by the Successful Proposer. Note that items not explicitly agreed in writing to be the responsibility of Transit shall remain the responsibility of the Successful Proposer.

Other expectations or assumptions of items provided by Transit not listed below shall be clearly indicated in the Proposal response.

Transit intends to provide the following items and services in support of System installation:

- Assistance in providing access to staff, vehicles, and facilities, and networks, following reasonable notice, to support system design, facilities inspections, installation, testing, maintenance, and warranty activities.
- Reviews, comments, and approval of project deliverables and contract changes by Transit within the timeframes specified in the Technical Requirements.
- Schedule coordination for Transit staff for meetings, design reviews, site visits, etc. with reasonable notice.
- Access to clean, installation-ready vehicles in accordance with the installation plan developed by the Successful Proposer and approved by Transit prior to commencement of installation work.
- Construction of any necessary facilities upgrades to infrastructure, HVAC, network infrastructure, racks, hookups, electrical supply, or other provisioning identified by and agreed by Transit during system design, to specifications developed by the Successful Proposer.
- All console furnishings and fittings for dispatch workstations in the dispatch facility.
- Supervision and assistance by Transit Information Systems staff to support integration and configuration of the System into enterprise IS and communications networks.
- Supply of cellular data network cards and a commercial cellular service agreement to support VoIP and data communications, based on approved specifications and design by the Successful Proposer, to support the data communications system.
- Establishment of System/Network/File naming conventions and IP addresses.
- At least one (1) indoor maintenance bay for installation of onboard equipment in accordance with the approved Installation Plan.
- Facilities access for installation, and availability of vehicle inspection/acceptance staff per the approved Installation Plan.
- Reasonable requests for on-site storage for staging of materials, equipment, and tools. Note that the Successful Proposer is solely responsible for the security and liability of all stored materials and equipment until accepted by Transit.
- Other services or assistance requests as agreed in writing by Transit following reasonable notice by the Successful Proposer.

## SECTION 4 - SOLICITATION STANDARDS

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### 4.1 DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Intercity Transit.

<b>Agency</b>	Intercity Transit (Transit).
<b>Amendment or Addendum</b>	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
<b>Authorized Representative</b>	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
<b>Business Days</b>	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
<b>Calendar Days</b>	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days will prevail.
<b>Contract</b>	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
<b>Contractor</b>	The successful Proposer, who enters into a contract with Intercity Transit.
<b>Procurement Coordinator</b>	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
<b>Proposal</b>	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP).
<b>Proposer</b>	A Vendor who submits a Proposal in reply to a Solicitation.
<b>RCW</b>	Revised Code of Washington
<b>Responsible</b>	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the Contract.
<b>Responsive</b>	A Bid or Proposal that meets all material terms of the Solicitation document.
<b>Response</b>	A Bid or Proposal
<b>Solicitation</b>	The process of notifying prospective Proposers that Transit wants competitive Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process.

<b>Subcontractor</b>	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the primary contractor, the successful Proposer.
<b>Successful Proposer</b>	The Vendor that enters into a contract with Intercity Transit to accomplish tasks identified within this RFP and subsequent negotiated contract.
<b>Vendor</b>	A provider of materials, supplies, services, and/or equipment.

**4.2 AMENDMENTS AND ADDENDA**

Transit reserves the right to amend this Solicitation at any time before the Proposal due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All Addenda will be posted on [Washington’s Electronic Business Solution](#) (WEBS). It is the Proposer’s sole responsibility to check periodically for Addenda related to this Solicitation.

**4.3 COLLUSION**

If Transit determines that collusion has occurred among Proposers, none of the Proposals of the participants in the collusion will be considered. Transit’s determination shall be final.

**4.4 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION**

The Successful Proposer will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

**4.5 INSURANCE**

The Successful Proposer is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Contractor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Proposers will find a complete description of the specific insurance requirements in the Sample Contract document located in Section 8 of the Solicitation document.

#### **4.6 PERFORMANCE AND PAYMENT BOND**

The Contractor will furnish a Performance Bond and a Payment Bond, on the forms provided in Section 7.11, in the amount of 100% of the Contract price as security for the faithful performance of the work, including but not limited to: the payment of all persons furnishing materials and performing labor on the work, and all payments arising from the performance of the work due Washington State pursuant to RCW 39.08.010 and RCW 39.08.030. Such bond must be executed by a duly licensed Surety company registered with the Washington State Insurance Commissioner. Performance and Payment Bonds shall be delivered to Transit within ten (10) business days of notice to award.

#### **4.7 MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES**

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

- 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%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- 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 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 the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the



contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

- The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

#### **4.8 NO COSTS OR CHARGES**

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Proposer.

#### **4.9 NO OBLIGATION TO CONTRACT**

This Solicitation does not obligate Transit to contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

#### **4.10 POLICY COMPLIANCE**

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The Awarded Contractor is responsible to ensure that all employees and any Subcontractors assigned to work on Transit property are aware of and comply with these policies.

#### **4.11 PROJECT PERSONNEL**

Proposer represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Proposer, its employees, agents, representatives, or authorized Subcontractors. Upon Contract award, Contractor will not change key assigned project personnel, project manager, design engineer, communications lead, or subcontractors without prior Transit approval.

#### **4.12 PROPOSAL CLARIFICATION**

Transit will make the sole determination of clarity and completeness in the Proposals relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Proposers to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and

complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

#### **4.13 PROPOSAL COSTS**

Proposer is solely liable for any and all costs associated with preparing, submitting or presenting a Proposal in response to this Solicitation. Transit is not liable for any cost incurred by the Proposer in the process of responding to this Solicitation.

#### **4.14 PROPOSAL DEADLINE POSTPONEMENT**

Transit reserves the right to postpone the Proposal due date and time at any time prior to the set due date and time.

#### **4.15 PROPOSAL OWNERSHIP**

All Proposals and materials submitted in response to this Solicitation will become the property of Transit. Information in each Proposal will be shared with Transit employees and other persons involved in Proposal evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

#### **4.16 PROPOSAL REJECTION**

Transit reserves the right to reject any Proposal for any reason including, but not limited to, the following:

- A. Any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Proposal which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Proposal from Proposer(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Proposal for which a Proposer fails or neglects to complete and submit any qualification information within the time specified by Transit; and
- E. Any Proposal submitted by a Proposer who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Proposals, to waive any minor irregularities or informalities (without obligation) in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Proposal, the Proposer waives and releases any claims against Transit arising from rejection of any or all Proposals.

#### **4.17 PROPOSAL WITHDRAWAL OR MODIFICATION**

A modification of a Proposal already received will be considered only if the modification is received prior to the Proposal due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. Notwithstanding the above, a late modification of an otherwise successful Proposal that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Proposers may withdraw their Proposal by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Proposal due date and time. Proposals may be withdrawn in person by the Proposer or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Proposal before the Proposal due date and time.

No Proposer may withdraw a Proposal after the Proposal due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Proposal due date and time. Transit reserves the right to request that Proposers grant an extension of such effective period.

Transit will not give consideration to a claim of error in a Proposal unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Proposal opening. Any review by Transit of a Proposal and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Proposal errors rests with the Proposer.

#### **4.18 PROPRIETARY OR CONFIDENTIAL INFORMATION**

Transit will not disclose any information contained in competing Proposals or the number of Proposals received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in Proposals is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure:

"Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include data in their Proposals which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Proposer desires to claim as proprietary in the Proposer Information section of the Proposal Submittal Document titles "Proprietary or Confidential Information".

#### **4.19 PROTEST PROCEDURES**

Protests shall be filed and resolved in accordance with following procedure:

- A. **Right to Protest.** Any actual or prospective Proposer, including sub-contractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFP shall be submitted in writing to the Intercity Transit General Manager prior to the established Proposal due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Proposal date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Days

following the receipt of the General Manager's written determination will not be accepted.

- B. **Stay of Procurements During Protests.** In the event of a timely protest, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Proposer should have been awarded the Contract under the solicitation, but is not, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
- The name and address of the aggrieved person;
  - The project number and title under which the protest is submitted;
  - A detailed description of the specific grounds for protest and any supporting documentation; and
  - The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit  
Attention: General Manager  
526 SE Pattison Street  
Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, the Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

#### **4.20 SINGLE PROPOSAL RECEIVED**

If Transit receives a single responsive, responsible Proposal, Transit shall have the right, in its sole discretion, to extend to the Proposal acceptance period for an additional forty-five (45) Calendar Days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Proposal. Transit reserves the right to reject such Proposal or any portion thereof.

#### **4.21 WORK PROGRESS AND COMPLETION**

Progress and completion of the work must comply with all stated requirements. The submission of a Proposal shall constitute the Proposer's acknowledgment that such

progress and completion requirements are taken into account in formulating Proposer's pricing.

#### **4.22 WORK SITE INSPECTION**

Proposer must understand and inspect the work location(s). Interested Proposers may contact the Procurement Coordinator for pre-recorded videos and/or photos of the site should the property not be accessible to the public. By signing its Proposal, Proposer is accepting the work conditions. The successful Proposer will be responsible to complete all required work in accordance with the Solicitation and Contract Documents. If during the course of or as a result of the inspection and examination, a Proposer finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the Proposer relating to the work, the Proposer will promptly notify Transit in writing and request additional information and explanation before submitting a Proposal.

## SECTION 5 – PROPOSAL SUBMITTALS

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### 5.1 DELIVERY INSTRUCTIONS

Proposer must submit a Proposal in the following manner:

**A. Proposal:** Proposer must complete and submit all submittal documents noted herein, as their Proposal. One (1) hard copy and one (1) electronic copy of the Proposer’s complete Proposal must be received by Intercity Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Proposal is to be typed and submitted on 8.5” x 11” white paper in a bound format that allows the pages to lie fully flat when open.
2. *Electronic Copy:* The electronic copy Proposal is to be submitted on a USB flash drive, labeled with the RFP number and Proposer’s name. The preferred electronic formats are Microsoft Word (recent version) and PDF.

**B. Delivery of Proposal:** The Proposal must be delivered as follows:

1. Enclose the hard copy and electronic copy of the Proposal together in a single envelope or container and label as follows:

**Intercity Transit  
Project 2001 – Computer Assisted Dispatching and Automatic Vehicle Location  
Replacement  
Attn: Jeff Peterson  
526 Pattison Street SE  
Olympia, WA 98501**

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Proposal due date and time. The telephone number for shipping purposes is (360) 786-1881.

**C. Time of Receipt:** Time of receipt will be determined by the date and time the Proposal is received by Transit’s Administrative Office Receptionist or designee. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery.

Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Proposal, the electronic copy will prevail.**

### 5.2 LATE PROPOSALS

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit’s Administrative Office Receptionist or Shipping/Receiving Office.

### **5.3 PROPOSER RESPONSIVENESS**

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

## SECTION 6 – EVALUATION AND AWARD

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### 6.1 OVERVIEW

The responsive responsible Proposer for the CAD/AVL project that is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit’s final approval as to whether they meet all RFP requirements.

### 6.2 EVALUATION CRITERIA

Scores will be assigned a relative value of importance for each scored section as follows:

#### **PHASE 1 EVALUATION – SOLUTION PROPOSED AND PRICE**

No.	Criterion	Max Points
1.	Qualifications and Experience of Firm (including references)	100 points
2.	Project Organization and Staffing Plan	150 points
3.	Project Management Plan	100 points
4.	Technical Approach	300 points
5.	Price Proposal/Cost	150 points
<b>Total Possible Phase 1 Points:</b>		<b>800 Points</b>

#### **PHASE 2 EVALUATION – INTERVIEWS AND SITE VISIT (OPTIONAL)**

No.	Criterion	Max Points
1.	Interview/Demonstration	100 points
2.	Site Visit	200 points
<b>Total Possible Phase 2 Points</b>		<b>300 Points</b>

The Proposer should organize its submittal so that the qualifications are clearly illustrated in each of the categories, using the Submittal Requirements listed below for each Evaluation Criterion

#### **PHASE 1 EVALUATION – SOLUTION PROPOSED AND PRICE**

Proposals will be evaluated based on responses offered in Section 7.5, Solution Proposed and Price Questionnaire. Proposers are to ensure the information requested below is incorporated into their response.

1. Qualifications and Experience of Firm (including references) (100 pts)
  - (a) Qualifications of proposer with similar scope and scale.
  - (b) Quality of references and successful delivery of similar projects in the last three (3) years.
  - (c) Quality and responsiveness of post-implementation warranty and O&M services (as noted by references).
  
2. Project Organization and Staffing Plan (150 pts)
  - (a) Key staff experience in implementing CAD/AVL projects of a similar scope and nature.
  - (b) Strength of technical skills and capabilities of key staff.



- (c) History and strength of project manager and project engineer in managing projects of similar size and type.
- (d) Reference checks for proposed project manager and project engineer.
- (e) Logical and comprehensive organization structure.
- (f) Commitment to on-site presence of project engineer and/or support engineer.
- (g) Suitability of functional organization of the proposed project team for this type of project.
- (h) Years of experience of key staff with vendor and proposed products/systems.
- (i) Proposed staffing coverage with skilled individuals for key staff categories including: project manager, project engineer, installation lead, software/systems leads, training lead, documentation lead, and customer support.

### 3. Project Management Plan (100 pts)

- (a) Reasonableness of implementation schedule and key milestones.
- (b) Project management plan describing the tools and processes to maintain schedule and budget.
- (c) Approach to risk and issue identification and resolution.
- (d) Identification of a tool to track issues, defects, and resolutions during testing and initial operations.
- (e) Approach to requirements tracking and compliance management throughout the life of the project.
- (f) Quality of description of approach for training, installation, testing, and quality assurance.
- (g) Clear description and reasonableness of proposer's expectations of the agency.

### 4. Technical Approach (300 pts)

- (a) Quality and level of understanding of overall project and Transit operations and needs.
- (b) Suitability of overall solution and proposed systems architecture for intended purpose.
- (c) Suitability of proposed hardware for operations in a transit environment.
- (d) Level of platform independence for application software.
- (e) Suitability and functionality of software for intended purpose, including proposed standards interfaces and open architecture.
- (f) Suitability of proposed communications solutions and options for stated needs and requirements.
- (g) Clear description of areas of custom or additional vendor development to achieve compliance with requirements, as well as description of vendor proposed product/solution roadmap over the next five years.
- (h) Utility and applicability to agency needs of any vendor proposed valued added features and/or functions that may go beyond compliance with requirements.
- (i) Reasonableness of descriptions of third party licensing and maintenance/support agreements and requirements and provisions as part of the vendor's proposed

solution.

- (j) Completeness and consistency with proposal of Compliance Matrix, with each System Requirement annotated as Exceeds Requirements (E), Fully Compliant (F), Complies with Intent (I), or Does Not Comply (N); along with indications of where custom development is required.
  - (k) Reasonableness of Compliance Matrix Exceptions or Modifications.
  - (l) Proposed solutions for tracking hardware and software issues, equipment, maintenance, and repairs.
  - (m) Quality of on-going customer support services and processes.
5. Price Proposal/Cost (150 pts)
- (a) Based on formula.
  - (b) Price Proposal evaluated separate, including all items of labor, materials, tools, equipment, duties, fees, insurance, shipping, and all other costs necessary to fully complete the manufacture, delivery, assembly, installation, warranty, extended warranty, training of agency personnel, service manuals, drawings, ongoing costs such as software licenses, upgrade fees, consulting, warranties, and maintenance.
  - (c) Incremental costs for all priced optional project elements.
  - (d) Schedule of fully-burdened hourly rates (excluding travel or other direct expenses), by labor category, for additional engineering, training, and/or technical support services that may be requested to be executed as a change (where applicable).
  - (e) Completion and review of cost to Transit pricing sheets.

## **PHASE 2 EVALUATION- INTERVIEWS AND SITE VISIT (OPTIONAL)**

Site Visits & Interview/Demo (300 pts)

- (a) Site visit/peer agency feedback including: vendor performance and history on previous projects; key staff performance on previous projects; clarifications on system technical functions, on-going support services; achievement of project goals and objectives; and history and reasonableness of change orders. Transit reserve the right to conduct either in-person or remote/virtual peer visits.
- (b) Interview and demo review of the following: suitability and robustness of proposed solution, hardware & software; quality of user experience and ease of use; completeness and clarity of response to questions proposed for the interview; suitability and description of operations services and maintainability; and consistency with written proposal. Transit reserve the right to conduct either in-person or remote/virtual vendor interviews.

### **6.3 EVALUATION PROCESS**

#### **1. Initial Determination of Responsiveness (pass/fail)**

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether Proposer's Response meets the Responsiveness criteria as set forth within this document. If all Responses are determined to be Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

**2. Phase 1 Evaluation – Solution Proposed and Price (scored)**

There are a maximum of **800 points** available for Phase 1 Evaluation. Evaluators will evaluate and score each element in Phase 1 except for pricing. The Procurement Coordinator will score pricing and tabulate the evaluation team's scoring. Transit will calculate a single score for Phase 1 which Transit will use to determine the award or to determine which Proposer(s) solution will advance to Phase 2. Scores from Phase 1 Evaluation will not carry over to Phase 2 Evaluation.

**3. Phase 2 Evaluation – Interview and Demo (scored) (Optional)**

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. If so, Transit will request the authorized representative and key project staff of the top-scoring Proposer(s) from Phase 1 to attend the interview at an agreeable date and time. The interview may include a demonstration of the proposed solution. There are a maximum of **100 points** available for the interview. Commitments made by the Proposer during the interviews, if any, will be memorialized and considered binding.

**4. Phase 2 Evaluation – Site Visit (scored) (Optional)**

Transit reserves the right to visit other transit properties to observe the system proposed in a transit environment, if determined to be in the best interest of Transit. If so, Transit may request the proposer assists with coordinating a site visit with an appropriate property.

The site visit will contribute to Phase 2 scoring used exclusively throughout the remainder of the RFP evaluation process to determine the Successful Proposer. There are a maximum of **200 points** available for the site visit.

**5. References (Transit Review is Optional)**

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

**6. Best and Final Offer (Optional)**

Transit reserves the right to enter into a Best and Final Offer (BAFO) process with the top ranking Proposer(s) in Phase 2 if determined to be in the best interest of Transit. In so doing, Transit will schedule a meeting with the Proposer(s) to provide additional

clarification about the project which the Proposer may consider in deciding whether or not to submit a BAFO. Afterwards, if a timely BAFO is received, the Evaluators may use this information to adjust and finalize the Proposer's Phase 2 score.

#### **6.4 OVERVIEW OF THE AWARD PROCESS**

The successful Proposer for the CAD/AVL replacement project, if any, will be the responsive, responsible, qualified Proposer who's Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer.

Transit will make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

#### **6.5 CONTRACT TERMS AND NEGOTIATIONS**

The objective of negotiations is to reach agreement on all provisions of the proposed Contract. Proposers are encouraged to submit requests for alternate contract language in accordance to the procurement schedule identified herein. Transit reserves the right to terminate negotiations should there be a failure to agree on terms. To assist in the negotiations, a Sample Contract is included in Section 9.

#### **6.6 EXECUTION OF CONTRACT**

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) official signed Contract will be returned to the successful Proposer

#### **6.7 POST AWARD MEETING**

The successful Proposer may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

## **SECTION 7 – SUBMITTAL DOCUMENTS**

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### **7.1 SUBMITTAL INSTRUCTIONS**

Proposer must properly complete and submit all sections of this RFP Submittal Document as their Proposal by the Proposal Due Date and Time.

The Proposal must include all completed sections as listed below:

1. Cover Letter
2. Proposer Information
3. Subcontractor Information
4. Solution Proposed and Price Questionnaire
5. References/Implementation History
6. Buy America Certification
7. Government-Wide Debarment and Suspension
8. Certification and Restrictions on Lobbying
9. Proposer Acknowledgements
10. Technical Requirements (Exhibit C)
11. Price Proposal (Exhibit D)

Proposer will submit their complete Proposal in accordance with Section 4, Proposal Submittals, of the RFP document.

### **7.2 COVER LETTER**

Submit a cover letter introducing the proposer and providing a high level overview of the system being proposed.

The Cover Letter is to include, at a minimum, the following information about the Proposer and any proposed Subcontractors:

1. Identify the proposing firm or firms. If submitting as a team or joint-venture, identify the lead (responsible) party.
2. Clear statement(s) of the contractual relationship between the participating firms listed in Item 1 above.
3. Name, address, and telephone number of the individual who will represent the Proposer during contract negotiations with Transit.
4. A brief introduction of the proposing firm and key personnel committed to this project.
5. A brief statement describing the firm's solution being proposed.
6. A statement confirming capacity and availability to complete the requested work in a timely manner.
7. Specific acknowledgement of receipt of all Addenda issued prior to the Proposal due date and time.
8. Signature of the letter by an individual capable of committing the resources of the lead proposing firm.

### 7.3 PROPOSER INFORMATION

#### A. Proposer Profile:

Proposer must provide the following:

Firm Name	_____
DBA Name <i>(if applicable)</i>	_____
Street Address	_____
City, State, Zip Code	_____
Federal Tax ID Number	_____
WA State UBI Number	_____
DUNS #	_____

#### B. Proposer Authorized Representative:

Proposer must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFP process. Proposer's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name:	_____
Street Address:	_____
City, State, Zip Code:	_____
Telephone Number:	_____
Email Address:	_____

#### C. Proprietary or Confidential Information

Proposer must indicate any pages and/or sections of their Response that Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW below. Indicate the pages of Proposer's Response that have been marked "Confidential" and the particular exception from disclosure upon which the Proposer is making the claim below. Please see Section 4 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Proposer is instructed to enter "NA" in the box below.*

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**D. Certified DBE and SBE Status:**

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Proposer is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

- Not Applicable
- DBE                      Certification #: \_\_\_\_\_
- SBE                         Certification #: \_\_\_\_\_

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

**E. Statement of Prior Contract Termination:**

Proposer must disclose below if the Proposer’s firm and/or any proposed subcontractors have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party’s contact information (name, address, email address, and telephone number), and the Proposer’s position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. If not applicable, Proposer is instructed to enter “NA” in the box below.

**7.4 SUBCONTRACTOR INFORMATION**

**Check the applicable box:**

- Yes                      Proposing firm intends on utilizing subcontractors to fulfill the service requirements outlined in RFP 2001, Computer Assisted Dispatch and Automatic Vehicle Location Replacement.
- No

Successful Proposer will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subcontractors. Where Subcontractors are used in the performance of the Contract, Proposer will indicate as required with the Response. Successful Proposer will be held responsible for all work performed or not performed by the subcontractor(s). Subcontractor(s) will be required to bill through the Successful Proposer.

If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Proposer will identify below all subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

**Subcontractor 1**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**Subcontractor 2**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**Subcontractor 3**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**Subcontractor 4**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**7.5 SOLUTION PROPOSED AND PRICE QUESTIONNAIRE**

In conjunction with Section 3, Overview and Scope of Work, and Section 6.2, Evaluation Criteria, the Proposer is to describe in narrative as to how and why the solution offered by your company is best suited to meet the needs of Transit. Please keep responses clear and concise. Responses to each of the items below should be limited to two (2) pages. You may attach supporting documentation and product literature that Transit may use for scoring purposes. Such information is to be labeled and associated to the related sections.

- A. **CAD/AVL Technical Solution:** Describe the overall proposed solution. Include product functions, potential custom or additional developments, and how the proposed solution and approach will satisfy the technical requirements specified within the RFP.



- B. **Project Team:** Identify the key individuals and their roles implementing this project. At a minimum, identify lead individuals for the following positions: Project Manager; Project Engineer/Technical Lead; Communications System Lead; Installation Lead; and Training Lead. Succinctly describe the experience of these individuals on CAD/AVL projects of comparable scope and complexity. Identify other project commitments of these individuals during the course of this project. Note: Resumes for key individuals shall be provided as attachments to the Proposal.
- C. **Project Management Expertise:** Describe your firm's project management approach for this project, and explain why Transit can be assured that your firm is best positioned to lead this project and will meet the project goals on time and within budget. Describe why Transit can be assured that your firm possesses the leadership, initiative, organizational skills, and sense of ownership necessary to ensure a successful outcome. Describe approaches, procedures, or tools used to manage technical, cost, and schedule risk of this project.
- D. **Schedule and Implementation Approach:** Describe the project timeline and key milestones from contract notice to proceed through design review, installation, testing, training, and final system acceptance. Time is of the essence for Transit given the mission-critical nature of this project and the age of the existing CAD/AVL system. Describe how your team will approach and complete this project in a timely manner while ensuring quality and minimal disruption to ongoing Transit operations.
- E. **Installation Approach:** Describe your company's installation capabilities, and identify any installation subcontractors that will be used. Include the experience level of staff who will be involved with onboard systems installation and staff who will be involved with central systems installation. Highlight installations that were performed on the same make/models of vehicles Transit utilizes, or describe how your firm's experience with similar equipment will be applied. Describe quality control assurances to be expected with this project, and expectations from Transit for facilities and personnel during the installation process.
- F. **Integration of Transit's Enterprise Networks and Systems:** Describe how the solution proposed will integrate with existing and future applications that Transit utilizes. Note any systems or applications which will need to be updated or modified to allow a successful integration. Prior experience integrating with third-party systems, networks, or applications in use at Transit should be described.
- G. **Training Approach:** Describe the approach to deliver training to Transit's operations, maintenance, support, and administrative staff. Identify the materials, tools, training syllabus, etc. that will be used to provide training to Transit staff as part of the initial roll-out. Describe resources available for follow-up/refresher training after the initial system implementation during the warranty and service agreement period.

- H. Maintenance and Support:** Describe the maintenance and support plan. Include your company's approach and ability to commit to long term support in regards to hardware and software availability. Describe system availability and technical support for hosted systems, as well as physical hardware/peripherals under the proposed warranty and service agreement.
- I. Other Value-Add Considerations:** Describe other features, services, options, or advantages of the proposed solution and/or vendor's experience and capabilities that will help Transit evaluate the offer in light of the selection criteria described in this RFP. This response may also be used to elaborate on vendor-proposed Priced Options listed in the Price Form.

## **7.6 REFERENCES/IMPLEMENTATION HISTORY**

Proposer must provide a project summary of three (3) implementations similar to the solution being proposed herein. The project summary shall include the company/government agency name, an appropriate project manager which we may contact as a reference, a description of the products implemented, key company project personnel, and other pertinent information that supports your company's history of successful implementation and post-implementation support for the solution proposed in this solicitation.

## **7.7 BUY AMERICA CERTIFICATION (STEEL OR MANUFACTURED PRODUCTS)**

**[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]**

### **General Requirement (as stated in 49 CFR 661.5)**

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- d. For a manufactured product to be considered produced in the United States:
  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.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products**

**Requirements** The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## 7.8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  1. Debarred from participation in its federally funded Project,
  2. Suspended from participation in its federally funded Project,
  3. Proposed for debarment from participation in its federally funded Project,
  4. Declared ineligible to participate in its federally funded Project,
  5. Voluntarily excluded from participation in its federally funded Project, or
  6. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor \_\_\_\_\_

Signature of Authorized

Official \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

Name and Title of Contractor's Authorized

Official \_\_\_\_\_

**7.9 CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify (Name and title of official)

On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name)

- o 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 agency, a Member of Congress, and 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.
- o If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- o The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 was 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of Authorized representative \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

## 7.10 PROPOSER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Proposals (RFP), the undersigned, as Proposer, declares to that I/we have examined all of the Solicitation Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFP 2001, Computer Assisted Dispatch and Automatic Vehicle Location Replacement, and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Proposal, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Proposer on the above work, or suppliers to put in a sham Proposal, nor any other person or corporation to refrain from Proposing. I/We have not in any manner sought by collusion to secure advantage over any other Proposers.

I/We agree that our Proposal constitutes an offer to Transit, which shall be binding for sixty (60) Calendar Days from the Proposal due date. If our Proposal is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written notice of award of Contract.

I/We certify that we are, at the time of submitting this Proposal and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the Solicitation Documents.

I/We further agree, if our Proposal is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth. I/We acknowledge receipt of addenda numbers \_\_\_\_ through \_\_\_\_ and have been taken into account as part of our Proposal.

**The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Proposal "Non-Responsive". If our business is not required to have one of the following items, we have attached a letter explaining why.**

I/We certify that we:

- a. Have examined the work site and all existing conditions;
- b. Fully understand the manner in which payment is proposed;
- c. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;
- d. Will observe the national, Washington State, and local codes;
- e. Have a valid Washington State Contractor's license and a current registration with the Washington State Department of Labor & Industries;
- f. Have the insurance coverage required for this Contract;
- g. Are current in payment of industrial insurance premiums; and
- h. Have an accounting system that is adequate to allocate costs in accordance with generally accepted accounting principles and will permit timely development of all applicable supporting cost data.

The signatory below represents that he/she has the authority to bind the company named below to the Proposal submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and

agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Proposal. By submitting this Proposal, Proposer hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct”:

---

Proposer Signature

---

Date

---

Print Name and Title

---

Location or Place Executed: (City, State)



**7.11 PERFORMANCE BOND**

In accordance with RFP Section 4.6, the successful Proposer will furnish a performance and payment bond. Proposer **does not** need to submit this document with its response.

KNOW ALL BY THESE PRESENT: That we \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto Intercity Transit in the full sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered into an Contract in writing with Transit for **PROJECT 2001 - Computer Assisted Dispatching and Automatic Vehicle Location Replacement**, and the terms, conditions and covenants specified in said Contract, including all of the Contract Documents, as amended and modified, therein referred to, are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein;

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions and requirements of the Contract, including all of the Contract Documents, according to the terms and conditions thereof and shall hold Transit harmless from any loss or damage to any person or property by reason of any negligence on the part of the Principal or of any Subcontractor in the performance of said work, and shall pay all laborers, mechanics, Subcontractors and materialmen and all persons who shall supply such person or persons or Subcontractors with provisions and supplies for carrying on of such work, and shall pay the State of Washington all amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify and save harmless Transit from any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the Contract which shall develop or be discovered within 365 days after the final acceptance of such work, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Transit shall have the right to sue on this bond for any breach of the Contract or this bond.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of Sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by TRANSIT and agrees that it, the Surety, shall be bound in all ways to TRANSIT for any such alterations or extensions of time as if it had received notice of the same.

SIGNED AND SEALED this \_\_\_ day of \_\_\_\_\_, 2020

Principal: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Witness: \_\_\_\_\_

Surety: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Witness: \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid guaranty bond.

## SECTION 8 – EXHIBITS

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Exhibit A: Fleet list – Microsoft Excel



Exhibit B: Related Enterprise Systems and Interfaces – PowerPoint



Exhibit C: Technical Requirements - Microsoft Excel

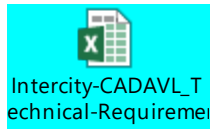
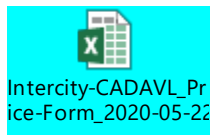


Exhibit D: Price Proposal – Microsoft Excel



## SECTION 9 - SAMPLE CONTRACT

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**Sample Contract Document:** Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document **does not** need to be submitted, however Proposers are instructed to be familiar with it.

THIS CONTRACT is made and entered into upon date of fully executed agreement by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Contractor", for the purpose of providing and installing a new CAD/AVL Solution.

<b>Contractor:</b>	Firm Name
<b>Authorized Rep:</b>	Authorized Rep. Name
<b>Address:</b>	Street Address City, State Zip Code
<b>Phone:</b>	(###) ###-###
<b>Email:</b>	Email Address
<b>Federal TIN:</b>	##-###
<b>WA State UBI No.:</b>	###-###-###

### 1. RECITALS

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Contractor represents that Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Contractor agree as follows:

### 2. PURPOSE

Provide Contractor and Project Management Services for Transit's CAD/AVL Solution.

### 3. SCOPE OF WORK AND SPECIFICATIONS

A. Contractor will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to complete the Contractor Services for CAD/AVL Solution Project No. 2001, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract 2001 Statement of Work, attached as Exhibit A
2. Contractor's Rate Schedule and Fees, attached as Exhibit B
3. Request for Proposals (RFP) 2001, Released [DATE], attached as Exhibit C
4. Contractor's Response to RFP 2001 dated [DATE], attached as Exhibit D

- B. In the case of any inconsistency between the Contractor's response to RFP 2001 and the Scope of Work and Specifications described herein, the latter shall control.

#### **4. CONTRACT TERM**

The initial term to purchase products and installation services is two (2) years from date of execution. The initial term of the Service and Maintenance agreement is to be five (5) years from date of acceptance of the solution. Transit reserves the right to negotiate additional terms for equipment purchases or service and maintenance agreements at the sole discretion of Transit and will be subject to written mutual agreement. Standard warranty terms are to take effect upon acceptance of the solution and are not limited to the term of the contract.

#### **5. COMPENSATION AND METHOD OF PAYMENT**

- A. This is a fixed-fee Contract. Transit will reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract in a maximum amount not to exceed \$ \_\_\_\_\_, as described in Exhibit X.
- B. If Contractor fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Contractor until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to, and not in lieu of, Transit's right to terminate this Contract.

#### **6. PROGRESS PAYMENTS**

Contractor may request progress payments based upon the amount of work completed as required by the Scope of Work. Each request for a progress payment will include:

- A. The period of time covered by the request for payment.
- B. A list of the tasks completed during the period of time.

If Contractor fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Contractor until Transit is satisfied that corrective action, as specified by Transit, has been completed.

#### **7. FINAL PAYMENT**

Final payment shall be paid by Transit when the contractor demonstrates to the satisfaction of Intercity Transit that the work completed meets the requirements specified in the Contract documents. Once Intercity Transit has determined that this has occurred, Intercity Transit shall grant final acceptance of the work completed for this project and make final payments.

#### **8. BILLING PROCEDURES**

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Contractor except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Contractor will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to the designated contract manager.

If Contractor is unable to submit invoices electronically, invoices may be submitted by mail to:

**Intercity Transit**  
 Attn: Procurement Office  
 526 Pattison Street SE  
 Olympia, WA 98501

C. Transit will submit payment for stated services to Contractor within thirty (30) days following Transit’s receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

**9. CONTRACTOR COMMITMENTS**

Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor.

**10. PROJECT MANAGEMENT**

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit’s Project Manager or his/her successor is responsible for monitoring Contractor’s performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit’s Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file, but will not require a formal Contract amendment.

<b>Contractor’s Project Manager</b>	<b>Transit’s Project Manager</b>
First Last	First Last
Company	Intercity Transit
Street Address	526 Pattison Street SE
City, State Zip	Olympia, WA 98501
Phone: (###) ###-####	Phone: (360) 705-2001
Email address: [Enter email address]	Email address: flast@intercitytransit.com

**11. CONTRACT ADMINISTRATION**

The individual listed below, or his/her successor, will be Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Contractor for acceptance. Contact information for the Contract Administrator is:

Jeff Peterson  
 Intercity Transit  
 526 Pattison Street SE  
 Olympia, WA 98501  
 Phone: (360) 705-5878  
 Email address: [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)

## **12. CHANGES**

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

## **13. INDEPENDENT CONTRACTOR RELATIONSHIP**

- A. The parties intend that an independent contractor relationship between Contractor and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.
- B. In the performance of the services required by this Contract, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Contractor.

## **14. NON-EXCLUSIVE PROVIDER**

Transit reserves the right to obtain goods, services, or supplies not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

## **15. ASSIGNMENT**

Contractor will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Contractor must seek consent from Transit, in writing, not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

## **16. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Contractor or the Contractor's agents, employees, sub-contractors, or vendors, of any tier, or any other persons for whom the Contractor may be legally liable; provided, that nothing herein shall require a Contractor to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-contractors, subcontractors or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor or the Contractor's agents, employees, sub-contractors, subcontractors or vendors, of any tier, or any other persons for whom the

Contractor is legally liable, and (b) Transit, its agents, officers, employees, sub-contractors, subcontractors and or vendors, of any tier, or any other persons for whom Transit may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents, employees, sub-contractors, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable.

This provision shall be included in any Contract between Contractor and any sub-contractor, subcontractor and vendor, of any tier.

The Contractor shall also defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Contractor or the Contractor's agents, employees, sub-contractors, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the Contract of methods, processes, designs, information or other items furnished or communicated to Transit, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from Transit, or its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to Transit, its agents, officers and employees by the Contractor, its agents, employees, sub-contractors, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable.

The Contractor's relation to Transit shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by Transit that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or its agents against Transit and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

The Contractor shall obtain and keep in force during the terms of this Contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## 17. INSURANCE

- A. Insurance Requirements - Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations).
  2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
  3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.
- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance, if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds with respect to the Commercial General Liability Policy only.
  - ii. Include a Severability of Interest clause (cross liability) applicable to Commercial General Liability and Business Automobile Liability Policies only.
  - iii. Any cancelled or non-renewed policy will be replaced with no coverage gap and current Certification of Insurance will be provided.
  - iv. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Contractor and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Contractor shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the



expiration date. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.

- E. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

## **18. TREATMENT OF ASSETS**

- A. Transit shall have the right to use the documents and other work product of the Contractor which are supplied to Transit in the course of the performance of this Contract without any right on the part of the Contractor to claim copyright or other ownership rights as to the same.
- B. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Contractor for Transit pursuant to this Contract, unless otherwise expressly provided herein.
- C. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Contractor and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

## **19. COMPLIANCE WITH LAWS**

- A. In the performance of this Contract, Contractor shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.
- B. Contractor agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Contractor, and Contractor shall pay the tax as required by law.

## **20. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

## **21. PROHIBITED INTEREST**

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

## **22. NONDISCRIMINATION**

- A. Equal Opportunity. Transit is an equal opportunity employer.

- B. Nondiscrimination in Employment. In the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.
- C. Nondiscrimination in Services. Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **23. GRATUITIES AND KICKBACKS**

A. Gratuities - It shall be a breach of ethical standards for any person to offer, give or agree to give any Intercity Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

B. Kickbacks - It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### **24. LIENS, CLAIMS AND ENCUMBRANCES**

Contractor certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

## 25. MAINTENANCE AND INSPECTION OF RECORDS

A. Contractor shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.

B. Contractor shall retain all books, records, documents, drawings, and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit, or its designee, shall have full access and right to examine and receive copies of (in their native form) any of said materials throughout said period.

C. Contractor's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

## 26. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Contractor.

## 27. 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 war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

**Exceptions:** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

**Notification:** If either party is delayed by force majeure, said party shall provide written notification within 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 likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment 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.

**Rights reserved:** Intercity Transit reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and contractor shall have no recourse against Intercity Transit.

## 28. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Contractor to fulfill the Contract obligations. Transit shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Contractor a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Contractor for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.
  - ii. If the termination is for failure of Contractor to fulfill the contract obligations, the Contractor shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Contractor shall be liable for any additional cost incurred by Transit.
  - iii. If, after termination for failure to fulfill Contract obligations, it is determined that 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 Transit.
- B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Contractor a commercially reasonable period of time 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.
- i. If Contractor fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Contract without any further obligation to Contractor, except that Contractor shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## 29. WAIVER OF REMEDIES FOR ANY BREACH

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

### **30. WAIVER**

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

### **31. NOTICE**

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

### **32. ATTORNEYS FEES AND COSTS**

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

### **33. 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%. The agency's overall goal for DBE participation is 4.95%. A separate contract goal has not been established for this procurement.
- B. The Contractor sub-recipient, or subcontractor 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 Transit deems appropriate which may include, but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Contractor must promptly notify Transit, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

### **34. JURISDICTION**

- A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

### **35. SEVERABILITY**

- A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

### **36. FEDERAL FUNDING**

Contractor understands that Transit may use funds to pay for the Contractor's performance under this Agreement made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. If funds are not allocated, or ultimately are disapproved by FTA, Transit may terminate or suspend Contractor's services without penalty. Transit shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

### **37. FLY AMERICA REQUIREMENTS**

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **38. BUY AMERICA REQUIREMENTS**

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver.

Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### **39. CARGO PREFERENCE**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

#### **40. ENERGY CONSERVATION**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **41. CLEAN WATER**

A. 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.

B. 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.

#### **42. LOBBYING**

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 agency, 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.

#### **43. ACCESS TO RECORDS AND REPORTS**

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access

to any books, documents, papers and Contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, Contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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 a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

#### **44. FEDERAL CHANGES**

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from



time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

#### **45. CLEAN AIR**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance

#### **46. RECYCLED PRODUCTS**

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

#### **47. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **48. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in

part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **49. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

#### **50. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **51. FEDERAL CIVIL RIGHTS REQUIREMENTS**

In addition to Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the Contractor's performance under this Agreement:

FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S.

Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age

Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## **52. BREACHES AND DISPUTE RESOLUTION**

Performance During Dispute - Unless otherwise directed by the Transit, Contractor shall continue performance under this contract while matters in dispute are being resolved.

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 therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.

Rights and Remedies - 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 the recipient 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.

## **53. PATENT AND RIGHTS IN DATA**

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) 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, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2)

Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope



of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

#### **54. PROMPT PAYMENT**

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

#### **55. INCORPORATION OF FEDERAL TRANSIT (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

## 56. SUSPENSION AND DEBARMENT

- A. Pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, entities and individuals who are debarred or suspended by the Federal Government are excluded from obtaining Federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on the FTA-financed Contract, each Proposer shall complete and submit, as part of its Proposal, the certification contained in the Contract Documents for itself and its principals. If the Proposer is unable to provide a positive certification, it must submit a complete explanation, attached to the certification form, of why it cannot provide the certification. Failure to submit a certification or explanation may disqualify the Proposer from participation under this Proposal. Transit, in conjunction with FTA, will consider the certification or explanation in determining award of a Contract.
- B. This certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Transit. If it is later determined that the Proposer knowingly rendered an erroneous certification, Transit may terminate the Contract for cause of default, in addition to other remedies available, including FTA suspension and/or debarment.
- C. By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended or has been declared ineligible from obtaining Federal assistance funds. The Proposer, if awarded the Contract, shall require each Subcontractor and all lower tier Subcontractors to complete the certificate.
- D. Each subcontract, regardless of tier, shall contain a provision that the Subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining Federal assistance funds. The Contractor shall require that each Subcontractor regardless of tier, immediately provide written notice to the Contractor if at any time the Sub Contractor learns that a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the Subcontractor unless it knows that the certification is erroneous. The Contractor's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

## 57. OTHER FEDERAL REQUIREMENTS

The following requirements are not federal clauses.

**Full and Open Competition** In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall

comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**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.

**Notification of Federal Participation** To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress** No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this contract. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements** To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations** Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

**Real Property** Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency** To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data** Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing. **Geographic Preference** All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

**Geographic Preference** - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201 ).

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only** Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**Veterans Preference** Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Sub-recipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Safe Operation of Motor Vehicles** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number** The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration Non-urbanized Area Formula (Section 5311)** is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Organizational Conflicts of Interest** - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required

## **58. ORDER OF PRECEDENCE**

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit A - Statement of Work
4. Exhibit B - Contractor's Rate Schedule and Fees
5. Exhibit C - Request for Proposals No. 2001, released [Date]
6. Exhibit D - Contractor's Response to RFP No. 2001 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**59. ENTIRE CONTRACT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

**60. APPROVAL**

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

INTERCITY TRANSIT  
526 Pattison Street SE  
Olympia, WA 98501

CONTRACTOR  
Address  
City, State, Zip

\_\_\_\_\_  
By: Ann Freeman-Manzanares      Date  
Its: General Manager

\_\_\_\_\_  
By: Authorized Representative      Date  
Its: Title

**EXHIBIT A  
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B  
PRICE AGREEMENT**

[Placeholder]

**EXHIBIT C  
INTERCITY TRANSIT'S REQUEST FOR PROPOSALS (RFP) - PROJECT 2001**

[Placeholder]

**EXHIBIT D  
CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSALS (RFP) - PROJECT 2001**

[Placeholder]