



**Request for Proposals
Federal Government Relations Consulting Services**

RFP NO. RTA/RP 0189-17

October 2017

TABLE OF CONTENTS

SECTION ONE INSTRUCTIONS TO PROPOSERS..... 1

1.2 Agency Background..... 1

1.3 Communications..... 1

1.4 Non-Discrimination in Employment and Contracting 2

1.5 Sound Transit Diversity Program Policies 2

1.6 Anticipated Schedule 3

1.7 Requests For Information 3

1.8 Addenda 3

1.9 Proposal Submittal..... 3

1.10 Contents of Proposal 4

1.11 Evaluation Criteria and Proposal Requirements..... 4

1.12 Proposal Evaluation and Contract Award..... 7

1.13 Public Disclosure 8

1.14 Insurance..... 8

Section Two Scope Of Work 9

2.01 General..... 9

2.02 Tasks and Deliverables..... 9

Section Three Proposal Forms 10

Proposal Form No. 1 Price 10

Proposal Form No. 2 Certification Regarding Conflict Of Interest 12

Proposal Form No. 3a Dbe/Small Business Commitment Form - Instructions 13

Proposal Form No. 3b Dbe/Small Business Commitment Form..... 15

Proposal Form No. 4 Dbe/Small Business Outreach Documentation Form 16

Section Four Exhibits 17

Exhibit A [Proposed] Agreement 17



REQUEST FOR PROPOSALS

Federal Government Relations Consulting Services

RFP NO. RTA/RP 0189-17

SECTION ONE INSTRUCTIONS TO PROPOSERS

1.1 Introduction

Sound Transit is requesting Proposals from firms to provide federal relations consulting services through frequent consultations with Sound Transit and interactions on behalf of the agency with the federal legislative and executive branches of government. The full scope of work is attached as [Section Two Scope of Work](#).

The term of the contract will be for one year. At Sound Transit's sole discretion, the contract may be extended for two additional one year term(s).

Proposals are due as shown in [Paragraph 1.6, Anticipated Schedule](#).

No pre-proposal meeting will be held; however, interested firms are encouraged to submit any questions regarding this procurement and/or project according to [Paragraph 1.7, Requests for Information](#).

1.2 AGENCY BACKGROUND

Sound Transit plans, builds and operates regional transit services for the people of Central Puget Sound. As the regional transit provider, Sound Transit trains and buses offer express service between major population and employment centers in King, Pierce and Snohomish counties. Sound Transit was authorized in 1993 by the state Legislature and approved in 1996 by a vote of the people living in the regional transit district, which stretches 1,080 square miles and serves about three million people, or 40 percent of the state's population.

Sound Transit's ST Express buses, Link light rail and Sounder trains provided more than 35 million rides in 2015. The agency has also invested about \$5 billion in infrastructure including transit facilities, highway direct access ramps, and regional track and signal improvements.

In 2008, voters approved a major transit system expansion highlighted by 31 miles of new Link light rail serving 20 new stations to the north, east and south of Seattle. Planning and construction are underway and by 2023 riders will have 50 miles of light rail service in the region.

In 2016, voters again approved a major transit expansion of light rail, commuter rail and bus services to take people further and faster to destinations throughout King, Pierce, and Snohomish counties.

1.3 COMMUNICATIONS

Upon release of this RFP, any verbal or written communications between any proposer (potential or actual) or its representatives, and any Sound Transit board member, staff member or consultant regarding this procurement, are strictly prohibited from the date of the RFP advertisement through the date of execution of the contract. The only exceptions to this are: (1) communications and questions concerning this solicitation directed to the Sr. Contracts Specialist listed below; (2) communications at the pre-proposal conference or a publicly noticed meeting of Sound Transit; and (3) communications with the Sound Transit Director of Procurement and Contracts. Sound Transit reserves the right to contact Proposers for clarification of response contents. Any violation of the requirements set forth in this Section shall constitute grounds for immediate and permanent disqualification of the offending firm from participation in this procurement. All oral communications will be considered unofficial and non-binding on Sound Transit. Proposers should rely only on written statements issued by the Sr. Contracts Specialist.

Erin Buch, Sr. Contracts Specialist
Sound Transit
401 S. Jackson Street
Seattle WA 98104-2826

Telephone: (206) 398-5024
E-mail: erin.buch@soundtransit.org



1.4 NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING

Sound Transit is interested in proposals from firms that demonstrate a commitment to equal employment opportunity. Sound Transit encourages proposals from firms that employ a workforce that reflects the region's diversity. Proposers shall demonstrate a commitment to equal employment opportunity. Proposers shall make efforts to employ a workforce that reflects the Sound Transit region's diversity. Proposers shall take into account the EEO provisions set forth in the Agreement to be awarded pursuant to this RFP.

Proposers are advised that they shall adhere to the following non-discrimination provisions:

"The Consultant will not discriminate against any employee, applicant for employment, or subconsultant because of race, religion, creed, sex, marital status, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, marital status, sexual orientation, age, nationality, or the presence of such disability."

Specific Diversity Program provisions, including those applicable to subcontracts, are set forth in Exhibit A, [Proposed] Agreement.

Sound Transit will evaluate each Proposer's commitment to and compliance with EEO laws and requirements in accordance with Evaluation Criterion 4.

1.5 SOUND TRANSIT DIVERSITY PROGRAM POLICIES

A. Non-Discrimination in Employment and Contracting

1. Sound Transit has adopted Guiding Principles for Employment and Contracting, a copy of which is available upon request, identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state, and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth including employment and contracting goals and objectives as specified in the Proposed Contract.
2. Sound Transit promotes and encourages participation in its contracts by Small Businesses and Disadvantaged Business Enterprises (DBEs), as defined in Sound Transit's Small Business and DBE Programs. Sound Transit is interested in proposals from such firms.
3. Sound Transit recognizes there may be few joint venture or subconsulting opportunities with regard to the services described in this RFP. Sound Transit has not established a DBE or Small Business participation goal for these services and Proposers are not required to submit a plan for participation of DBEs or Small Businesses. If firms combine to form a joint venture to perform the Services described in this RFP, the firms are encouraged to include DBEs and Small Businesses in the joint venture. If a Proposer determines to engage subconsultants to perform any portion of the Services described in this RFP, the Proposer shall make good faith efforts to solicit participation by Small Businesses or DBEs and shall maintain documentation of its efforts for review by Sound Transit. If a Proposer elects to form a joint venture or engage subconsultants, the Proposer shall submit a DBE/Small Business Commitment Form (Proposal Form No. 3B) identifying the DBEs and Small Businesses that will participate in any award pursuant to this RFP.
4. Proposers are advised that any contract, including subcontracts, awarded pursuant to this RFP shall include the following assurance:

"The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant 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 recipient deems appropriate.



1.6 ANTICIPATED SCHEDULE

Date	Selection Process
Oct. 9, 2017	Public Announcement for Request for Proposals (RFP) Last day to submit Requests for Information (RFIs) and/or Questions
Oct. 26, 2017	Proposals Due (on or before 11:00 AM local time)
Week of Oct. 30, 2017	Proposals reviewed / highest ranked proposers identified
Week of Nov. 13, 2017	Revised Proposals, BAFO, Interviews and ranking of firms, if necessary
December 2017	Approval of Award by Board
December 2017	Execute Contract and Notice to Proceed

1.7 REQUESTS FOR INFORMATION

Questions about this RFP must be submitted to Sound Transit, Attn: Erin Buch, Sr. Contracts Specialist through the "Ask Question" link for this Solicitation at <http://ebidexchange.com/soundtransit>. Sound Transit will respond only via Addenda or a formal written Clarification, which will be uploaded to the solicitation on Ebid.

1.8 ADDENDA

Addenda will be uploaded to the solicitation on Ebid. Proposers must acknowledge receipt of all addenda uploaded by Sound Transit in Proposal Form No. 1 - Price. If an addendum is issued amending this RFP, all provisions that are not modified remain unchanged. An automated email notification may be provided to all firms who received or requested this solicitation document from Sound Transit via www.ebidexchange.com/soundtransit. **While Sound Transit is extremely confident in the full functionality of this system, as a legal matter, notification services offered through the e-bid site are not guaranteed and users of the notification system are ultimately responsible for reviewing postings to the site. Sound Transit disclaims all liability for damages caused by the use of this site or the information it contains.**

1.9 PROPOSAL SUBMITTAL

- A. **One original (unbound) and 4 copies (stapled or comb-bound only) and one USB drive containing the Proposal in .pdf format** must be received by Sound Transit on or before the date and time specified in Paragraph 1.6, Anticipated Schedule, at:

**Attn. Erin Buch, Sr. Contracts Specialist
Sound Transit Procurement and Contracts Division
401 South Jackson Street
Seattle, Washington 98104-2826**

- B. Sound Transit may reject late proposals. Sound Transit also reserves the right to postpone the proposal due date.
- C. Proposals must be submitted in a sealed box or envelope labeled with the Proposer's name and identified as containing a Proposal responding to "**Sound Transit's Request for Proposals for Federal Government Relations Consulting Services, RFP No. RTA/RP 0189-17**".
- D. Sound Transit prefers the use of double-sided, recycled/recyclable paper. Elaborate, decorative, extraneous and non-recyclable materials are strongly discouraged.
- E. Sound Transit is not responsible for any costs associated with preparing or submitting a proposal. Proposals become the property of Sound Transit upon submission.



1.10 CONTENTS OF PROPOSAL

- A. Firms must submit Proposals meeting the following content requirements. Sound Transit reserves the right to request additional information from Proposers.
- B. NOTE: All pages of the Proposal must be numbered.
- C. Responses to the Evaluation Criteria must be in the same order as in Section 1.11, Paragraph E below.

Cover Sheet	A cover sheet identifying the RFP No.
Table of Contents	
Letter of Interest	An introductory letter of interest may contain relevant information about the firm. The letter should be no more than two pages and must include the firm's legal name, State of Incorporation, UBI number, and Federal Tax ID number. The letter should also identify a single point of contact for all communications related to the proposal and provide contact information.
Body of Proposal	<u>The body of the proposal</u> should address the evaluation criteria required in Section 1.11E and shall be <u>no longer than 20 pages (10 sheets of letter-sized paper which are printed double-sided)</u> (excluding required submittals and individual résumés).
Appendix – (These items will not be included as part of the page count for the Body of the Proposal.)	<ol style="list-style-type: none"> 1. Full Résumés for each key team member (if requested). 2. Any required certifications and/or licenses. 3. Required Proposal Forms shall be included as part of the Appendix. Failure to submit all the required forms may make a Proposal ineligible for award. Proposer shall use only the proposal forms in this RFP and may not modify or change any proposal form. 4. If proposing team is a joint venture, a copy of the joint venture agreement must be submitted.
Exceptions to Proposed Agreement	Sound Transit will not accept alternative agreements to Exhibit A, [Proposed] Agreement. Sound Transit reserves the right to negotiate minor exceptions with the top-ranked firm provided such minor exceptions are submitted with the proposal. <u>Minor exceptions must provide proposed language, and reasons for the exception.</u> If the Price included in the Proposal is dependent on the minor exceptions, the Proposer must also include, with the proposed language, the price that would be associated without the exceptions and a brief explanation for the difference.

1.11 EVALUATION CRITERIA AND PROPOSAL REQUIREMENTS

- A. The evaluation criteria in Paragraph E below will be used in evaluating Proposals. Submittal requirements are also described under Paragraph E.
- B. After proposals are received, Sound Transit may, at any point in the evaluation process, advise proposers of the weaknesses and deficiencies of their proposal and request revised proposals and/or Best and Final Offers (BAFOs). Revised proposals or BAFOs shall be evaluated upon the same evaluation criteria described in Paragraph E. Sound Transit reserves the right to proceed directly to negotiations with the highest ranked proposer immediately following the initial submission and evaluation of proposals.

- C. Sound Transit will select the Proposal that Sound Transit believes best meets the evaluation criteria in the best interests of Sound Transit. Final selection, if any, will be made on a “best value” basis. If Sound Transit is unable to negotiate a satisfactory contract with the highest ranked proposer, the next highest ranked proposer may be contacted for contract negotiation. This method may continue, in the discretion of Sound Transit, until a contract is successfully negotiated or until all proposals are rejected.
- D. Final approval and award of a contract resulting from this RFP is subject to policies established by the Sound Transit Board of Directors.
- E. Evaluation Criteria:
Proposals will be evaluated using the following criteria.

No.	Criterion	Maximum Points
1	Project Approach	400 pts
2	Knowledge and Experience of Key Individuals and Firm Track Record	300 pts
3	Price	200 pts
4	Commitment to and Compliance with Equal Employment Opportunity Law	100 pts
TOTAL POINTS		1000 pts

Sound Transit reserves the right to contact the project references and utilize the past performance information at any time during the evaluation process in the sole discretion of Sound Transit. Sound Transit may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for Sound Transit.

Evaluation Criterion 1	Project Approach	400 pts
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Proposer shall demonstrate the firm’s capacity, available additional resources, and ability to provide Sound Transit with the required services. This should be demonstrated through the firm’s understanding of Sound Transit’s needs, the Scope of Work to be provided in order to manage and complete the work, and submittal of the following required information.

Submittal Requirements

1. Describe your company’s approach in accomplishing the tasks as described in the Scope of Work, including specific mechanisms (such as communication) your company will use to deliver the Scope of Work. Please address each item in Section Two, Scope of Work (SOW), Tasks and Deliverables and reference the SOW accordingly in your response.
2. It is desired the awardee understand the unique issues Sound Transit faces. Discuss any special considerations or challenges facing Sound Transit in achieving its federal agenda.
3. Provide your company’s general schedule for implementing the Scope of Work.
4. Outline how your company proposes to adjust the project approach in the event there are changes to external circumstances that could impact delivery of the Scope of Work.

Evaluation Criterion 2	Knowledge and Experience of Key Individuals and Firm Track Record	300 pts
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Proposer shall demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including but not limited to the proposed project manager, major subconsultants, and key staff in each firm.



Submittal Requirements

1. List the key individuals that will be working on this project as well as each individual's responsibilities.
2. **Attach brief resumes** to the Appendix of those listed above who will provide the requested services. Include a description of services provided by each, relevant certifications or licenses, total cost of the contract, completion date, etc. Knowledge and recent experience of these key individuals with projects of similar type and complexity will be a material consideration.

Proposer shall also demonstrate the specialized experience and technical competence of the firms comprising the team (including a joint venture, associate, or professional subconsultant), considering the type of services required. Recent experience of the firm and successful completion of services or work of a similar type and complexity will be a material consideration.

Include information such as firm's past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, participation of DBEs and/or Small Businesses and compliance with Equal Employment Opportunity (EEO) laws.

Submittal Requirements

1. Provide information that demonstrates the firm's ability and experience to provide the services herein:
2. Provide information demonstrating the team's capacity to perform the Work (including any specialized services) within the time limitations, considering the firm's current and planned workload:
3. Described your company's ability to coordinate the work quickly and efficiently with Sound Transit personnel considering:
 - a. The team's organizational structure. ! Attach your team's organizational structure.
 - b. Reporting relationship between individual team members.
4. Provide at least three references for subject services performed in the last three years similar in scope and relevance to the services requested in this solicitation. Please complete the below and indicate responsibility of your firm and of the proposed subconsultants, if any. Identify specific deliverables provided by the proposer that supported achievement of the client's federal relations consulting goals.

Sound Transit may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for Sound Transit.

Evaluation Criterion 3	Price	200 pts.
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Sound Transit is not obligated to award a contract to the lowest priced Proposal, and may accept the Proposal that Sound Transit determines provides the best value to Sound Transit based upon evaluation criteria described in this Paragraph 1.11.

Rates entered on Proposal Form No. 1 Price must be fully burdened (all-inclusive rate which includes direct hourly rates, direct costs including travel, parking, overhead, and profit). Sound Transit may, in its discretion, pay for extraordinary, unanticipated costs, subject to prior written approval by Sound Transit.

Proposal Form No. 1 Price shall be evaluated in the following manner: The lowest proposed price will receive the maximum score and all higher proposed prices will receive proportionately lower scores.

Submittal Requirements

1. Complete and sign Proposal Form No. 1, Price. Be sure to acknowledge any addenda that may be posted.

Evaluation Criterion 4	Commitment to and Compliance with Equal Employment Opportunity Law	100 pts
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Proposer shall demonstrate past and current commitment to Equal Employment Opportunity (EEO). Sound Transit encourages Proposals from firms that seek to employ a workforce that draws from all of the Puget Sound region's highly-qualified and diverse citizens.

Note: This evaluation criterion requires a discussion of your firm's EEO efforts; simply repeating your firm's EEO policy may not meet the requirements below.

Submittal Requirements

1. Explain the extent to which minority, women, or persons with disabilities will be involved on the Proposal team and the employment of such persons on the staff of team firm(s).
2. Discuss all of the following in the order listed below:
 - a. Describe the efforts your firm makes to ensure that it provides equal employment opportunities to all persons without regard to race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person on the team firms' workforces and the involvement of such persons on comparable projects. Include information about any internship and training opportunities, as appropriate.
 - b. Describe experience and approach in employing diverse teams on projects with scopes of work or size and duration comparable to this Scope of Work.
 - c. Provide the name of the individual who will be responsible for overseeing adherence to EEO laws and policies, and who will ensure that employment actions regarding staffing and managing the work will be carried out in a nondiscriminatory manner.
 - d. If Proposer has no employees, discuss the ways that he/she has been able to successfully create and/or work with a diverse, inclusive project team. What was the size and scope of the project? How were the diverse components engaged to contribute to the ultimate success of the project? Alternatively, the Proposer may discuss his/her professional or civic activities such as mentoring and/or outreach that promote inclusion and support the concepts of diversity and equal opportunity.

1.12 PROPOSAL EVALUATION AND CONTRACT AWARD

- A. Sound Transit reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities. At Sound Transit's discretion, pages that exceed the specified page limit may be removed from the proposal and only those pages within the specified limit will be forwarded for evaluation. Sound Transit reserves the right to take other action, as necessary. Proposers must propose on all items on Proposal Form No. 1, Price Form, in order to be eligible for award.
- B. Sound Transit reserves the right to establish a subcommittee of the evaluation panel to perform an initial evaluation of proposals against published evaluation criteria to determine which proposals are to proceed to full evaluation panel review. Such evaluation approach may be implemented should more than ten proposals be received.
- C. Responsibility: Sound Transit reserves the right to investigate the qualifications of all proposers and to confirm any part of the information furnished by a proposer, and/or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the Scope of Work.
- D. Debriefings. Proposers may request a copy of the consensus summary of proposal strengths and weaknesses for their firm. After contract execution, firms may request a debriefing which will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its Proposal and answers to questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with the other proposals.

- E. Protests and Appeals. Sound Transit's protest procedure is available at <https://www.soundtransit.org/sites/default/files/procurement-contracts-protest-appeal-requirements.pdf>. Before submitting a protest, the Proposer shall ensure it has the most current copy of Sound Transit's written Protest Procedure.

1.13 PUBLIC DISCLOSURE

Pursuant to Chapter 42.56 RCW, proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Proposers must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Proposer must provide the legal basis for the exemption to Sound Transit upon request. If a Proposal does not clearly identify the "CONFIDENTIAL" portions, Sound Transit will not notify the Proposer that its Proposal will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Proposer of the request and allow the Proposer 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, Sound Transit may release the portions of the Proposal deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. By submitting a Proposal, the Proposer consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

1.14 INSURANCE

Sound Transit has established insurance requirements as set forth in [Section M of Exhibit A, \[Proposed\] Agreement](#). The proposer to whom Sound Transit awards this Agreement shall file with Sound Transit evidences of and certificates of insurance from insurer(s) certifying to the coverage of all insurance required herein. Any proposer having questions about the insurance requirements should immediately contact Sound Transit.

END OF SECTION ONE



SECTION TWO SCOPE OF WORK

2.01 GENERAL

The Consultant shall provide federal relations consulting services through frequent consultations with Sound Transit and interactions on behalf of the agency with the federal legislative and executive branches of government. To ensure that all aspects of Sound Transit's federal agenda are covered by these professional services, the scope of this contract is broad.

2.02 TASKS AND DELIVERABLES

These duties shall include, but are not limited to, the below. The Contractor shall:

- A. Provide strategic planning and coordination activities in the development and implementation of a comprehensive federal affairs strategy for Sound Transit, including:
 3. Help define and promote the agency's interests through the implementation of the Fixing America's Surface Transportation or FAST Act, and promote the agency's interest as Congress begins work to reauthorize the law.
 4. Assist in the development and implementation of short and long-term federal funding strategies, including efforts to secure a Full Funding Grant Agreement for the Lynnwood Link project, secure Engineering Authority for the Federal Way Link Extension, finalize work on a Single Year Grant Agreement for the extension of Tacoma Link, and execute loans under the Transportation Infrastructure Finance and Innovation Act (TIFIA) for the Lynnwood Link and Federal Way Link Extensions as identified in Sound Transit's Master Credit Agreement with U.S. Department of Transportation, and assist the agency in securing federal funding assumed in Sound Transit's system expansion. Work with Sound Transit to prepare and secure funding requests for federal agency programs.
- B. Assist the agency in engagement and communications with a variety of federal audiences to promote Sound Transit's federal agenda, and leverage the agency's success in delivering major capital projects. These audiences include:
 1. Washington Congressional delegation.
 2. Congressional committees of jurisdiction over the Federal Transit Administration (FTA) New Starts and Small Starts programs, and USDOT's TIFIA program.
 3. Executive department personnel involved in the New Starts and Small Starts programs, including the FTA, the Federal Highway Administration, the Office of the Secretary, and the White House Office of Management and Budget.
 4. Representatives of other agencies, governments, and associations that share a common interest in public transit and the FTA New Starts program, including the American Public Transportation Association, the New Starts Working Group and others in Washington State.
- C. Communicate regularly with Sound Transit on federal activities and trends that have a bearing on Sound Transit's federal agenda, including regular conference calls and written reports, and periodic strategy meetings.

END OF SECTION TWO





SECTION THREE PROPOSAL FORMS

PROPOSAL FORM NO. 1 PRICE

The requirements of each of the Proposal Items on the Price Schedule is specified or shown in the Contract Documents. A unit price as indicated, must be offered for each Proposal Item. Each unit price must be multiplied by the estimated quantity to calculate an extended amount for that Proposal Item. The Proposer must set forth a Total Proposal Price that is the sum of the extended amounts for all Proposal Items. Sound Transit reserves the right to correct obvious mathematical errors on the form. In the case of a difference between the unit price and the extended price, Sound Transit will use the unit price to correct the extended price for that proposal item.

In the "Unit of Measure" column: "MO" means months.

Rates stated below must be fully-burdened (all-inclusive rate which includes direct hourly rates, direct costs including travel, parking, overhead, and profit). Sound Transit may, in its discretion, pay for extraordinary, unanticipated costs, subject to prior written approval by Sound Transit.

Estimated quantities for unit price items are provided for evaluation purposes only. Sound Transit makes no guarantee as to the actual quantity of unit priced items that will be required. If prices are not submitted on all line items, the proposal may be ineligible for award.

NOTE: Prices listed will apply for the entire initial term of the contract. Rate escalation for option years will only apply if Sound Transit exercises the option years.

Proposer agrees that, if it is awarded this contract, for items priced on a unit-price basis, Proposer will be entitled to payment only for actual unit quantities performed.

The prices below include any cost for the required insurance coverage under Section Four, Exhibit A, Paragraph M – Insurance Requirements.	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Having carefully examined the Contract Documents for this solicitation, Proposer offers to provide the services identified in the Contract Documents for the prices set forth below:

SCHEDULE A –FEDERAL GOVERNMENT RELATIONS CONSULTANT SERVICES					
Item	Description	Unit of Measure	Estimated Quantity ¹	Fully Burdened Monthly Rate	Extended Price
A1	Base Year	MO	12	\$	\$
A2	1 st Option Year	MO	12	\$	\$
A3	2 nd Option Year	MO	12	\$	\$
Total Proposed Price (Sum of Line Items A1 – A3)					\$

¹ Estimated quantities are estimates only for evaluation purposes. Sound Transit makes no guarantee on the actual quantities to be ordered.





Prices are based on Proposal, RFP and Addenda _____ (enter all addenda numbers here)

Signed this _____ day of _____, 20 _____

Firm: _____

Address: _____ City/Zip: _____

Telephone: _____ Fax No.: _____

Email Address: _____

By: _____ (Signature) _____ (Print Name)

Title: _____



PROPOSAL FORM NO. 2 CERTIFICATION REGARDING CONFLICT OF INTEREST

The Proposer is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Proposer hereby certifies that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Proposer, any affiliates, any proposed subconsultants or key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PROPOSER/COMPANY NAME: _____

OR

The Proposer hereby discloses the following circumstances that could give rise to a conflict of interest for the Proposer, any affiliates, any proposed subconsultants or key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest: _____

Proposed Remedy: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PROPOSER/COMPANY NAME: _____





PROPOSAL FORM NO. 3A DBE/SMALL BUSINESS COMMITMENT FORM - INSTRUCTIONS

We affirm that we have read and understand the provisions in the Contract Documents setting forth the subcontracting and DBE and Small Business participation requirements established in this RFP and that we have complied with all such DBE/Small Business participation objectives. We certify that all documentation (including outreach information) submitted by us to demonstrate such compliance is true and accurate.

Furthermore, we have listed on the following form all DBE/Small Businesses that we will use if awarded the Agreement under this RFP and whose participation will be counted toward meeting the applicable DBE/Small Business participation requirements.

Definitions for DBE/Small Business Participation Plan

Box	Name	Description
1	Procurement Number	Sound Transit's Procurement Number as listed on the cover of the solicitation document.
2	Procurement Title	Name of procurement as written on the cover of the solicitation document.
3	Company Name	Proposer's company name.
4	Address	Business address of Proposer's office in Sound Transit's locale.
5	City, State, Zip	City, state, zip for Box No. 4 above.
6	Contact Name	Proposer's contact person for this procurement.
7	Contact Phone	Contact's phone number.
8	Contact's Email	Contact's Email address.
9	DBE/Small Business Commitment	Total percentage the Proposer commits to including on the contract of proposed subconsultants who are DBEs or certified or self-declared Small Businesses, including the Proposer's contribution if Proposer is a DBE or certified or self-declared Small Business.
10	DBE/Small Business Goal	Sound Transit's DBE/Small Business Goal as listed in the solicitation.
11	Total Proposal Price	Total Amount of Proposal
12	DBE/Small Business Participants	List all DBE/Small Business participants, including Proposer, if Proposer is a DBE or certified or self-declared Small Business.
13	Small Business Indicator	Indicate the type of certification status or other indicator of each Small Business: Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SB), Small Business Administration (SBA), Americans With Disabilities Act Businesses (ADAB), Other (identify).
14	Description of Work	Brief description of the work to be performed by the proposed DBE/Small Business participant.



- | | | |
|-----------|--|--|
| 15 | Proposed Subcontract Amount | Planned or proposed Subcontract Amount for DBE/Small Business participants, including Proposer if Proposer is a DBE or certified or self-declared Small Business. |
| 16 | Percent of Proposed Contract | Percentage of Proposed Contract Amount to be performed by DBE/Small Business participants, including Proposer if Proposer is a DBE or certified or self-declared Small Business. |
| 17 | Subtotal of Proposed Subcontract Amount from attached list, if any, of DBE/Small Business Participants | Total dollar amount taken from additional pages listing DBE/Small Business participants, if necessary |
| 18 | Subtotal Percent of Proposed Contract | Percentage of proposed Contract Amount for additional DBE/Small Business participants listed on additional page(s). |
| 19 | DBE/Small Business Participants Total | Add Boxes 15 and 17, place total in this box. |
| 20 | Total Percent of DBE/Small Business Participants Dollar Amount | Percentage of proposed contract amount for all participants. (Divide Box 19 by Box 11) |

End of Instructions – Small Business Commitment Form is on next page



PROPOSAL FORM NO. 3B DBE/SMALL BUSINESS COMMITMENT FORM

SUBMIT ONLY IF PROPOSAL INCLUDES JOINT VENTURE OR SUBCONTRACTING

Procurement No.	1. RTA/RP 0189-17	Company Name	3.
		Address	4.
Procurement Title	2. Federal Government Relations Consulting Services	City/State/Zip	5.
		Contact Name	6.
		Contact Phone	7.
		Contact Email	8.

Diversity Contract Goals	
Small Business Commitment	9. 0%
Small Business Goal	10. 0%
11. Total Proposal Price	\$ _____

12. DBE/Small Business Participants (May include Proposer if counted towards Goal)	13. Small Business Indicator (DBE, MBE, WBE, Size, etc.)	14. Description of Work	DBE/Small Business Participants	
			15. Proposed Subcontract Amount	16. Percent of Proposed Contract
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Subtotal and percent from attached list of DBE/Small Business participants:			17. \$	18. %
(Please attach a separate list of additional planned DBE/Small Business participants, as necessary)		DBE/Small Business Participants Total:	19.	20. %



SECTION FOUR EXHIBITS
EXHIBIT A [PROPOSED] AGREEMENT

AGREEMENT No. RTA/RP 0189-17

FEDERAL GOVERNMENT RELATIONS CONSULTING SERVICES

This agreement is made this ____ day of [Month], [Year] between Sound Transit and [Consultant Name] (the "Consultant"), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

A. TERM

All goods or services to be provided pursuant to the authority of this agreement shall be bound by the terms, conditions, prices and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this agreement or any extension thereof.

The initial term of this agreement will be one year effective [Month, Day], [Year] through [Month, Day], [Year], subject to the Termination provisions of paragraph N of this Agreement. At Sound Transit's sole discretion, the contract may be renewed for two options for additional one year periods.

B. SCOPE OF WORK

The Scope of Work is attached hereto as Attachment A. To accomplish the Scope of Work, Consultant has proposed to do, at a minimum, the work described in its proposal, dated [Proposal Date]. In the event of any discrepancy or conflict between the Scope of Work and Consultant's proposal dated [Proposal Date], the requirements of the Scope of Work will govern, at no additional cost to Sound Transit.

Vendor shall perform work or sell products only as permitted within the contract scope and shall not accept orders or provide services not within the contract scope.

C. EXTRA WORK

Sound Transit may request additional work or services other than that expressly provided for in the "Scope of Work" section of this agreement. This will be considered extra work, supplemental to this agreement, and shall not proceed unless authorized by a written change order. Any costs incurred due to the performance of extra work prior to execution of a written change order will not be reimbursed.

D. ERRORS AND OMISSIONS; DUTY TO CORRECT

The Consultant is responsible for the professional quality of all work performed under this agreement. The Consultant, without additional compensation, will correct any errors or omissions immediately upon notice by Sound Transit. This obligation will survive termination and expiration of this agreement.

E. PRICE

Total compensation for this agreement will not exceed **[\$Amount]**. Sound Transit is not liable for any compensation to the Consultant in excess of this amount unless otherwise approved and agreed in writing by Sound Transit.

Unit Priced Items

For unit-priced items, Consultant will be compensated upon Sound Transit's acceptance of Consultant's performance as described in Attachment A (Scope of Work). Where multiple unit-priced items are performed, total compensation for the unit priced item will be the unit price for the item multiplied by the number of units of that item performed. The unit price for each item will be as follows:

[UNIT PRICE TABLE WITH CONSULTANT PROPOSAL PRICES]

The [lump sum] and [unit] prices indicated above, will remain constant throughout the initial term of the agreement – no price escalation will apply regardless of market conditions. If Sound Transit exercises any contract options, price escalation for the option years only will be as follows:





F. PAYMENT / INVOICES

- 1. For work performed by the Consultant, payment will be net 30 days following receipt of a properly completed invoice. The Invoice must include the Purchase Order number, be fully itemized, and sent to:

Accountspayable@soundtransit.org

OR

Sound Transit
Attn: Accounts Payable
401 South Jackson Street
Seattle, WA 98104

- 2. Incorrect invoices or invoices without the Purchase Order number may be returned to Contractor.

G. PROMPT PAYMENT PROVISION

Consultant, after receiving payment from Sound Transit, must make prompt payment to its subconsultants, for work completed in accordance with this agreement. This provision applies to all tiers of subcontracts.

- 1. Consultant's invoices must include payments for subconsultants whose work was performed in accordance with this agreement. The Consultant may not request payment for subconsultant work until the Consultant has determined that the subconsultant is entitled to the payment for the work completed.
- 2. Within five working days of receipt of payment from Sound Transit, the Consultant must pay such subconsultants.
- 3. The requirements of this section must be included in subcontracts of all tiers and must include a provision requiring payment be made to the lower tiered subconsultant within five working days after receipt of payment by the higher tiered subconsultant.
- 4. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may reserve, retain or apply any monies due to the Consultant for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Consultant provides adequate assurance of the protection of the Indemnified Parties' interests.

H. NOTICE

Notice will be effective upon the earlier of (i) actual receipt by the individual identified below or (ii) 24 hours after mailing to the address below:

Sound Transit:
401 S Jackson Street
Seattle, WA 98104-2826

Consultant: [Firm Name]
[Street address]
[City, State Zip]

Attn: Erin Buch
Sr. Contract Specialist

Attn: [Name]
[Title]

I. CONSULTANT EMPLOYEES

Consultant will ensure that its employees assigned to this agreement are properly licensed, trained and/or skilled and familiar with the laws and regulations pertaining to the services being provided. Consultant must replace any employee who, in the reasonable opinion of Sound Transit, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Consultant staff members and subconsultants working on this contract are required to comply with all Sound Transit resolutions and policies including, but not limited



to the Harassment Free Workplace Policy, Technology Use Policy, Supplied Mobile Device Policy and Electronic Mail Policy. The Consultant will not transfer or reassign any individual designated below as essential to the work, without the express written consent of Sound Transit.

<u>Name</u>	<u>Title:</u>
[Name]	[Title]
[Name]	[Title]
[Name]	[Title]

J. DIVERSITY PROGRAM REQUIREMENTS

1. Sound Transit is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with Sound Transit’s policies, procedures and guiding principles for employment and contracting.
2. The Consultant shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, equal employment and affirmative action, including but not limited to the Washington State “law against discrimination”, Chapter 49.60 RCW.
3. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Agreement and shall afford equal, non-discriminatory opportunities to potential joint venture partners, subconsultants, subcontractors and suppliers.
4. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, discriminate against any employee or applicant for employment. The Consultant shall make efforts to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.
5. The Consultant shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Agreement. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms and other pertinent data and records to demonstrate compliance with its EEO obligations under this Agreement. The Consultant shall permit reasonable access by Sound Transit to such records. The Consultant shall provide periodic reports concerning its efforts related to EEO, when such reports are requested by Sound Transit.

K. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS REQUIREMENTS

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program, which includes a Small Business component, in accordance with 49 Code of Federal Regulations (CFR) Part 26 (the “DBE Regulations”). The Consultant shall review and comply with applicable provisions in the DBE Regulations. The definitions of DBE and Small Business are included in Sound Transit’s DBE Program, a copy of which will be provided to the Consultant upon request.
2. Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by the Consultant to satisfactorily perform the work under this Agreement.



Accordingly, Sound Transit did not establish any goal for participation by DBEs and Small Businesses in the work under this Agreement.

3. If the Consultant determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Consultant shall afford DBEs and Small Businesses an equal, non-discriminatory opportunity to compete for business as subconsultants, subcontractors and suppliers.

L. PROHIBITED INTERESTS

No member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this agreement or the proceeds thereof, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inherent in the circumstances.

M. INSURANCE REQUIREMENT

1. Description

- a. Except as otherwise specified, the Consultant, shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set below.
- b. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.
- c. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- d. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

2. Insurance Coverages

- a. **Commercial General Liability:** Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to Sound Transit, with limits of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate.
- b. **Commercial Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 combined single limit.

Such liability insurance, identified in 2.a and 2.b above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work, including completed operations, under this Agreement.

- c. **Workers Compensation:** The Consultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant will be responsible for Workers Compensation insurance for any subconsultant who provides work under subcontract.

If the Consultant is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.



- d. **Other Insurance:** Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the scope of work evaluated by Sound Transit. The costs of which shall be borne by contracting parties as mutually agreed.

3. **General Provisions**

- a. **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Consultant shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference Sound Transit's contract number, RTA/RP 0189-17 and title, Federal Government Relations Consulting Services.** The Consultant will provide 30 calendar days' advance written notice to Sound Transit in the event the Consultant's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Consultant from insurance obligations hereunder.
- b. Taking into account the scope of work and services to be performed by a subcontractor and/or subconsultant, the Consultant shall prudently determine whether, and in what amounts, each subcontractor and/or subconsultant shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or subconsultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.
- c. Consultant's insurance for General Liability, Automobile Liability and Railroad Protective Liability (if applicable) shall be primary as respects Sound Transit, and any other insurance maintained by Sound Transit shall be excess and not contributing insurance with the Consultant's insurance.
- d. The Consultant and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against Sound Transit. The Consultant and its insurers also waive their right of subrogation against Sound Transit for loss of their owned or leased property or property under their care, custody and control.
- e. The Consultant shall provide Sound Transit with complete copies of all insurance policies to comply with the insurance requirements in this Agreement, including, but not limited to, the Additional Insured Endorsement(s) required in 2.a and 2.b above, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement and any other endorsements.
- f. No provision in this Section shall be construed to limit the liability of the Consultant for work not done in accordance with the Agreement, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.
- g. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.
- h. The Consultant warrants that this Agreement has been thoroughly reviewed by the Consultant's insurance agent/broker, who have been instructed by the Consultant to procure the insurance coverage required by this Agreement.



4. Claims Management

The Contractor agrees to the following claims management terms and conditions. The Contractor further agrees to include the following terms and conditions in its contract with its Subcontractors and require its Contractor to comply with the following provisions.

- a. The Contractor, after award of a Sound Transit contract, shall provide the names, titles, addresses, telephone numbers, and email addresses of the individual(s) employed by Contractor who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between Sound Transit Risk Management Division and the Contractor and its Subcontractors. If the individual(s) change, Contractor shall notify Sound Transit Risk Management Division of the replacement.
- b. Contractor shall provide written notice of any incident involving bodily injury and/or property damage to Sound Transit. An "incident" is defined as any event or occurrence involving bodily injury or property damage that may give rise to an insurance claim. Incidents include those involving serious bodily injury, hospitalization, death, or property damage.
- c. Contractor's written notice to Sound Transit of any incident or claim shall include the following information:
 - 1) A description of the incident, including any bodily injuries or property damage,
 - 2) The names of anyone injured and/or whose property was damaged,
 - 3) The names and contact information of any insurance company(ies) who may provide insurance coverage related to any aspect of the incident,
 - 4) Policy number(s), claim numbers(s), and policy(ies) effective dates, and
 - 5) A copy of any written Acknowledgement of Claim Receipt issued by any applicable insurance company(ies).

If some information requested above is not available at the time of the initial report, the Contractor shall provide the missing information to Sound Transit as soon as it is available.

- d. If Sound Transit receives a claim from a Third Party related to the project, Sound Transit will tender such claim to the Contractor through the established claim management process for handling and resolution. Upon receipt of a Third Party claim from Sound Transit, the Contractor shall acknowledge in writing to Sound Transit that:
 - 1) The Contractor received and accepts Sound Transit's claim tender,
 - 2) The Contractor shall notify its Commercial General Liability insurance company and any other applicable insurance company (ies) of the claim as per Sound Transit insurance requirements that Sound Transit is named as Additional Insured, under the Commercial General Liability policy and as stipulated in the contract between Sound Transit and the contractor.
 - 3) The Contractor shall provide Sound Transit with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies),
 - 4) The Contractor and its insurance company(ies) shall indemnify and defend Sound Transit, as an Additional Insured, against any/all claims related to the project.
 - 5) The Contractor's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage



determination, an objective disposition and claim resolution for either denial or settlement.

- 6) The Contractor shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgements, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.
- e. Contractor shall provide to Sound Transit quarterly status reports on all open and closed claims related to the project that implicates Sound Transit. The report shall include the assigned adjusters, policy numbers, claim numbers and at least the following:
- 1) A description of the claim handling activities during the quarter,
 - 2) Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),
 - 3) A description of the next steps in the claims adjusting process,
 - 4) A description of the disposition and resolution of any claim, and
 - 5) Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

Contractor shall notify Sound Transit of their final resolution, or the applicable insurance company's(ies') final resolution, any/all claims related to the project, which Sound Transit Risk Management can review and document as a formal notification from the contractor, or its insurance company(ies) that the claims has been fully dispositioned and closed.

M. TERMINATION

1. Termination for Default

Sound Transit may terminate this agreement, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this agreement through no fault of Sound Transit. Insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the Consultant can prohibit Sound Transit's termination of the agreement.

2. Termination for Convenience

Sound Transit may terminate this agreement in writing, in whole or in part, for its convenience and/or lack of appropriations.

If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

N. INDEMNIFICATION AND HOLD HARMLESS

1. The Consultant must comply with all applicable federal, state and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this agreement.
2. Consultant and its subconsultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of Sound Transit.



3. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to Sound Transit), and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant's performance of this agreement or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this agreement are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE(S) DIRECTLY AGAINST CONSULTANT.

4. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.
5. The foregoing indemnities and duties to defend shall survive the termination of this agreement and final payment hereunder.
6. The Consultant may not assign any interest, obligation, or benefit in this agreement or transfer any interest in the same without prior written consent by Sound Transit.
7. This agreement is governed by Washington law, and exclusive venue for any action arising out of or relating to the performance of this agreement is in the Superior Court of King County, Washington.

O. INTELLECTUAL PROPERTY AND WORK PRODUCT

1. All work (preliminary, draft, and final) performed by the Consultant under this agreement is the property of Sound Transit. Sound Transit will own any and all data, documents, working papers, computer programs, photographs, and other material produced by the Consultant pursuant to this agreement, and the Consultant hereby assigns and transfers to Sound Transit any and all intellectual property rights for such materials. The Consultant will provide Sound Transit with copies of all such materials including, without limitation, any research memoranda prepared under this agreement. Under no circumstances, including pending disputes between Sound Transit and Consultant, will Consultant fail to deliver possession of said documents and materials to Sound Transit upon demand.
2. The Consultant must indemnify, pay the defense costs of, and hold Sound Transit harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including





attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this agreement that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).

3. This Section will survive any expiration or termination of this agreement.

P. AUDIT AND ACCESS TO RECORDS

For a period of six years following final payment by Sound Transit to the Consultant under this agreement, the Consultant must maintain all books, records, documents and other evidence related to performance of the services under this agreement. Sound Transit and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the consultant's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

Q. RECYCLED PRODUCTS

To the extent practicable, the Consultant will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Consultant will use both sides of paper sheets and recycled/recyclable products.

R. PRIVACY ACT

To the extent it applies, Consultant and its subconsultants, or their employees must comply with the Privacy Act of 1974, 5 USC § 552a.

If the Scope of Work involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any consultants, third-party consultants, subconsultants, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this agreement will make this agreement subject to termination.

The Consultant agrees to include this clause in all subcontracts awarded under this agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

S. CHANGES IN GOVERNMENTAL REGULATIONS

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of submittal of Proposals, and such laws or regulations make standards more stringent or compliance more costly under this agreement, the Consultant must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.
2. Sound Transit will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.
3. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.
4. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Consultant's performance less expensive, or less difficult, then Sound Transit will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit





made so as to reflect actual savings made by the Consultant. Sound Transit will give the Consultant notice of Sound Transit's determination, and anticipated savings.

T. NOT USED

U. NOT USED

V. DISCLOSURE OF RECORDS

The Consultant acknowledges that Sound Transit is subject to Chapter 42.56 RCW and that this agreement and materials provided hereunder shall be public records, as defined in Chapter 42.56 RCW and with limited exceptions will be available for inspection and copying by the public. The Consultant must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Consultant must provide the legal basis for the exemption to Sound Transit upon request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Consultant of the request and allow the Consultant 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Consultant fails or neglects to take such action within said period, Sound Transit may release the portions of the material deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Consultant's documents at Consultant's request, Consultant shall indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. Consultant consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

W. NOT USED

X. ENVIRONMENTAL COMPLIANCE AND SUSTAINABILITY

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental and sustainability management system (ESMS) certified under the International Standards Organization (ISO) 14001. Sound Transit is committed to protecting the environment for present and future generations. The intent of the environmental policy is to:

1. Comply with all environmental laws and regulations.
2. Restore the environment by providing mitigation and corrective actions, and ensure that environmental commitments are implemented.
3. Avoid environmental degradation by minimizing releases to air, water and land.
4. Build relationships with contractors, vendors, consultants and transit partners during planning, design, construction and operation to protect and enhance the environment.
5. Maintain an ESMS with environmental objectives and targets that are measurable meaningful and understandable.

Sound Transit contractors shall adhere to this policy by working proactively with Sound Transit to implement commitments and minimize environmental impacts.

To view the complete environmental policy, see:

<https://www.soundtransit.org/sites/default/files/documents/pdf/about/environment/environmental-policy.pdf>

Y. NOT USED

Z. MISCELLANEOUS PROVISIONS

1. Modifications: Modification of this agreement must be in writing signed by both parties.
2. Remedies Cumulative: Rights under this agreement are cumulative and nonexclusive of any other remedy at law or in equity.





3. Severability: If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement will not be affected thereby, and each term and provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
4. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
5. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work.
6. Negotiated Contract: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this agreement reviewed by their respective legal counsel, and that the terms and conditions of this agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
7. The person signing this agreement is authorized to sign this agreement on behalf of the Consultant.

In consideration of the terms and conditions contained herein, the parties have executed this agreement by signing below.

 [Firm Name]
 (Consultant)

Central Puget Sound
 Regional Transit Authority

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 [Name]
 [Title]
 Date: _____

APPROVED AS TO FORM:

By: _____
 Name: _____
 Legal Counsel



Attachment A Scope of Work

[Final Scope of Work will be inserted at time of contract preparation]

