



**REQUEST FOR PROPOSALS  
PLUMBING MAINTENANCE SERVICES**

**RFP NO. RTA/RP 0099-20**

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This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1, as amended.

**JULY 2020**

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**SECTION ONE INSTRUCTIONS TO PROPOSERS**

**1.1 INTRODUCTION**

Sound Transit is requesting Proposals from firms to provide services for plumbing maintenance. This includes regularly scheduled drain maintenance and on-call plumbing maintenance services. 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 four additional one-year terms.

Proposals are due as shown in Paragraph 1.7, Anticipated Schedule.

Firms are encouraged to attend a pre-proposal meeting that will be held to discuss this RFP, the contractor selection process and schedule, Scope of Work, and elements of the contract. The time, date, and location of the meeting are specified in Paragraph 1.7, Anticipated Schedule.

**1.2 AGENCY BACKGROUND**

Sound Transit's mission is to Connect More People to More Places. Sound Transit connects major population and employment centers in King, Pierce and Snohomish counties with high capacity transit. The state Legislature authorized Sound Transit in 1993 and the public has voted to expand the system three times: in 1996, 2008 and 2016. The Sound Transit district serves 3.1 million people, more than 40 percent of Washington's population.

Sound Transit provided 48 million rides in 2019 on its popular Link light rail, Tacoma Link, ST Express, and Sounder services. Voters have approved 116 miles of light rail, 45 miles of bus rapid transit, and expanded Sounder service. Sound Transit launched Tacoma Link light rail in 2003, and opened regional Link light rail service to downtown Seattle, the Rainier Valley, Tukwila and SeaTac Airport in 2009. New stations in Capitol Hill and at the University of Washington opened in 2016.

Link will extend to the U District, Roosevelt and Northgate late next year. Tacoma Link light rail will extend to the Hilltop neighborhood in 2022. Several additional light rail extensions are under construction. In 2023, service will extend to Mercer Island, Bellevue and Redmond. In 2024, service will extend to Shoreline, Mountlake Terrace, Lynnwood, downtown Redmond, Kent/Des Moines and Federal Way. Also in 2024, new bus rapid transit lines will connect Lynnwood to Burien along I-405 and Bothell to Shoreline along SR 522. Sound Transit has begun planning for voter-approved extensions to Tacoma and West Seattle (2030), Ballard (2035), Everett (2036), and South Kirkland and Issaquah (2041).

**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 contractor 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 Senior 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 Chief Procurement Officer. 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 Senior Contracts Specialist.

Kevin Kelly, Senior Contracts Specialist  
Sound Transit  
401 S. Jackson Street  
Seattle WA 98104-2826

Telephone: (206) 398-5182  
E-mail: [kevin.kelly@soundtransit.org](mailto:kevin.kelly@soundtransit.org)

#### **1.4 NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING**

- A. Sound Transit has adopted Guiding Principles for Employment and Contracting (“Guiding Principles”) which identify key objectives that Sound Transit will promote and enforce. 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 in this Agreement.
1. It is the policy of Sound Transit that practices of employment discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, gender identity, status as a parent, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Contractor shall adhere to these non-discrimination provisions and shall make affirmative efforts to meet Sound Transit’s workforce diversity objectives in performing this Agreement. Such efforts shall apply to the employment of persons on the permanent or core employee workforce and the employee workforce secured solely for performing this Agreement.
  2. It is the policy of Sound Transit that no one doing business or offering to do business with Sound Transit shall deny any person, on the basis of race, color, age, sex, marital status, sexual orientation, gender identity, status as a parent, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person, the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by Sound Transit, and that one doing business or offering to do business with Sound Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, subconsultants and suppliers on contracts and agreements awarded by Sound Transit.
  3. The Contractor shall comply with applicable obligations and requirements under Chapter 49.60 RCW, the Washington state “law against discrimination”, including rules and regulations promulgated pursuant to such law. In particular, the Contractor as an employer shall not commit any unfair practices listed in RCW 49.60.180.
  4. The Contractor shall cooperate in any studies or surveys as may be conducted by Sound Transit and as may be necessary to determine the extent of the Contractor’s compliance with Sound Transit’s Diversity Program policies.
- B. Disadvantaged Business Enterprise (DBE) Program. It is the policy of Sound Transit to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts. As a part of Sound Transit’s Guiding Principles and DBE Program, and in accordance with 49 CFR § 26.39, Sound Transit also includes measures to foster Small Business participation on federal Department of Transportation-assisted contracts.
- C. In the event the Contractor and/or its subcontractors fail(s) to comply with any substantive requirement of the Agreement related to non-discrimination, participation by Disadvantaged Business Enterprises or other Small Businesses, or equal employment opportunity, Sound Transit may impose sanctions as it may determine to be appropriate, including but not limited to:
1. Requiring the Contractor to take remedial action to bring the Contractor or its subcontractor into compliance;

2. Withholding payments to the Contractor until the Contractor or its subcontractor is in compliance;
3. Suspend this Agreement;
4. Terminate this Agreement;
5. Debar the Contractor or its subcontractor from future contracts with Sound Transit; and/or
6. File civil and/or criminal action(s) against the Contractor and, if applicable, its subcontractors, suppliers, employees, agents, and representatives.

Sound Transit may consider any such failure by the Contractor in determining whether to award any future contracts to the Contractor.

### **1.5 EQUAL EMPLOYMENT OPPORTUNITY**

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:

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 the evaluation criteria.

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, sex, sexual orientation, gender identity, status as a parent, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Contractor shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, sexual orientation, gender identity, status as a parent, age, nationality, or the presence of such disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices of this nondiscrimination clause.
- B. Within 30 days of the execution of this agreement, the Contractor shall submit a copy of its office EEO program in its entirety, demonstrating full compliance with the federal requirements and this contract.
- C. Upon request and on forms approved by Sound Transit, during the term of this Agreement, the Contractor shall submit reports of the affirmative efforts made by the Contractor in implementing the nondiscrimination and equal employment opportunity provisions in this Agreement. The Contractor shall permit access by Sound Transit to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of determining compliance with this provision.
- D. The Contractor shall implement and carry out the obligations regarding equal employment opportunity submitted as part of its Proposal to perform this Agreement and the equal employment opportunity provisions in this Agreement. Failure to implement and carry out these obligations and provisions in good faith may be considered by Sound Transit a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Contractor.

- E. The Contractor shall require that substantially the same provisions as in this Section are contained in all subcontractor agreements entered into by the Contractor under this Agreement.
- F. In addition to complying with Sound Transit's Guiding Principles and Policies, the Contractor shall comply with, and ensure its subcontractors comply with, applicable Federal Civil Rights Requirements in this Agreement.

**1.6 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. 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 subcontractors 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 subcontractors, 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 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 DOT-assisted contracts. 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 recipient deems appropriate.”

**B. Disadvantaged Business Enterprise (DBE) Small Business Program**

- 1. As a recipient of financial assistance from the Federal Department of Transportation (DOT), 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. It is Sound Transit's policy to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts.

Proposers shall review and take into account the provisions of 49 CFR Part 26.
- 2. Pursuant to its Diversity Program objectives and 49 CFR Part 26, Sound Transit promotes and encourages participation by DBEs on its contracts and agreements. In preparing Proposals, Proposers shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors, and shall ensure their proposed subcontractors also afford DBEs such opportunities.

3. A DBE is a business that has been certified as a DBE by the Washington State Office of Women and Minority Businesses (OMWBE). Proposers may obtain a listing of DBEs certified by calling OMWBE at 360-664-9750 or at <https://omwbe.wa.gov/directory-certified-firms>.

4. A Small Business is a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration size standard regulations at 13 Code of Federal Regulations (CFR) part 121 using the NAICS (North American Industry Classification System) Codes. In addition, the small business concern shall not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b), which is \$23.98 million for Federal Fiscal Year 2015 and is updated annually.

A business will be presumed to be a Small Business if:

- a. The business is certified by OMWBE;
- b. The business is a participant in federal Small Business Administration (SBA) programs and does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b); or
- c. The business is certified by a public agency other than OMWBE and uses the SBA size standard criteria but does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b).

If there are questions or issues about whether a business meets the applicable size standard or applicable NAICS Codes, Sound Transit and the Proposer will consult and to the extent practicable, follow the methodologies established by the SBA in determining whether a business is within or exceeds an applicable size standard and NAICS Codes.

If a business does not fall within one of the categories set forth above, the Proposer may include the business toward the Small Business Goal if the Proposer assures itself that the business does in fact meet the applicable Small Business definition and size standard. The Proposer shall bear full responsibility for performing due diligence related to whether a business meets the Small Business definition and size standard prior to including the business as part of the Proposer's Small Business Commitment.

5. "Good faith efforts" means the Proposer took all necessary and reasonable steps, which by their scope, intensity, and appropriateness could reasonably be expected to meet or exceed the applicable DBE and Small Business Goals. Sound Transit will consider the quality, quantity, and intensity of the different kinds of efforts made by the Proposer to demonstrate the Proposer actively and aggressively attempted to obtain participation by DBEs and Small Businesses. The following is a list of actions that a Proposer could make:

- a. Select portions of the Services that can be performed by DBEs and Small Businesses to increase the likelihood that the DBE and Small Business Goals will be achieved. This includes, where appropriate, breaking out services items into economically feasible units for DBEs and Small Businesses to participate, even when the Proposer might otherwise prefer to self-perform the portions of the Services.
- b. Solicit through all reasonable and available means, the availability of DBEs and Small Businesses that are capable of performing the Services.
- c. Provide interested DBEs and Small Businesses with adequate information about the contractual requirements (e.g., bonding, insurance, labor requirements, and other requirements required by the Proposer). This information should be timely provided so that the DBE or Small Business has sufficient time to properly respond to the Proposer. Failure to provide DBEs and Small Businesses a reasonable time to respond to a solicitation or to inform them of contractual requirements shall constitute a lack of good faith by the Proposer.

- d. Negotiate in good faith with interested DBEs and Small Businesses. It is the Proposer's responsibility to select those portions of the Services consistent with the capabilities of available DBEs and Small Businesses and to facilitate their participation.
  - e. Not reject DBEs and Small Businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - f. Make efforts to assist interested DBEs and Small Businesses in obtaining bonding, lines of credit, or insurance.
  - g. Make efforts to assist interested DBEs and Small Businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
6. To be counted toward achievement of the DBE and Small Business Goals, DBEs and Small Businesses shall perform a Commercially Useful Function ("CUF"). For example, if the owner(s) of the DBE or Small Business does not or is unable to demonstrate ownership, control or legitimate performance, Sound Transit will not count the participation toward the DBE and Small Business Commitment and DBE and Small Business Goals. Sound Transit will use the regulations in 49 CFR § 26.55 as guidance in counting the participation of DBEs and Small Businesses toward meeting the DBE and Small Business Goals.
7. The fact that there may be some additional costs involved in finding and using Small Businesses and DBEs is insufficient reason for a Proposer's or Contractor's failure to meet the Small Business and DBE Goals, as long as those costs are reasonable. Also, the ability or desire of the Proposer or Contractor to self-perform the Work of a Contract does not relieve the Proposer or Contractor of the responsibility to make good faith efforts. The Proposer or Contractor is not required to accept higher quotes from Small Businesses and DBEs if the price difference is excessive or unreasonable; provided that, upon Sound Transit's direction, the Proposer or Contractor shall submit to Sound Transit its analysis concluding that the price difference was excessive or unreasonable.
- C. DBE and Small Business Goals and Commitment
1. In furtherance of its DBE and Small Business Programs, Sound Transit established the following goals for this RFP:

**DBE Goal: 0% of the Total Proposed Price**

**Small Business Goal: 0% of the Total Proposed Price**

2. On Proposal Form No. 3B, DBE/Small Business Commitment Form, the Proposer shall identify each DBE and Small Business to whom the Proposer has committed to participating in any award under this RFP. Proposer should list itself if it is a DBE or Small Business.
3. On Proposal Form No. 4, DBE/Small Business Outreach Documentation Form, the Proposer shall identify each DBE and Small Business the Proposer reached out to for possible participation under this RFP.
4. Sound Transit will consider the documentation provided by the Proposer on Proposal Forms 3B and 4, and any other documentation and evidence it may acquire, to determine whether the Proposer made a good faith effort to meet or exceed the DBE and Small Business Goals.
5. Sound Transit may establish contractual levels of participation by DBEs and Small Businesses based on the commitments on Proposal Form No. 3B, DBE/Small Business Commitment Form.

D. Small Business Program

1. Consistent with its Guiding Principles to promote and encourage the use of Small Businesses, Sound Transit has developed and administers a Small Business Program. Under the Small Business Program, Sound Transit will consider various approaches to achieving participation by Small Businesses in its contracts and agreements, including unbundling contracts, setting participation goals for contracts and developing procedures, documents and practices that are “Small Business friendly”.
2. For Sound Transit’s Small Business Program, a Small Business is a business that:
  - a. Is organized for profit;
  - b. Has a place of business in the United States;
  - c. Is independently owned and operated;
  - d. Is not dominant in its field of operation;
  - e. For its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121; and
  - f. Does not exceed an average annual gross receipts limit of \$23.98 million for the previous three (3) fiscal years if the particular size standard is above \$23.98 million.
3. Proposers are advised that in assessing whether a business meets the size standard, annual receipts are averaged over the business’s last three (3) completed fiscal years to determine its average annual receipts. If a business has not been in business for three (3) years, the average weekly revenue for the number of weeks it has been in business is multiplied by 52 to determine its average annual receipts. If there are questions or issues about whether a business meets the applicable size standard, Sound Transit and the Proposer, as applicable, will consult and to the extent practicable, follow the methodologies established by the federal Small Business Administration in determining whether a business is within or exceeds an applicable size standard.
4. A business will be presumed to meet the Small Business size standard and be a Small Business if the business falls within one of the following categories:
  - a. A DBE that has been certified as a DBE by the Washington State Office of Women and Minority Businesses (OMWBE). Proposers may obtain a listing of DBEs certified by calling OMWBE at 360-664-9750 or at <https://omwbe.wa.gov/directory-certified-firms>.
  - b. Is a participant in federal Small Business Administration programs, such as, but not limited to, Section 8(a) Business Development, Small Disadvantaged, and HUBZone, and is within the size limit of \$23.98 million for the previous three fiscal years if the particular size standard is above \$23.98 million. To obtain a listing of small businesses participating in the U.S. Small Business Administration programs or activities as eligible small businesses, contact the SBA’s Seattle District Office at 206-553-7310; or go to: [www.sba.gov/content/small-business-size-standards](http://www.sba.gov/content/small-business-size-standards); or
  - c. Is certified by a public agency other than OMWBE and the Small Business Administration size standard is a criterion (but is no greater than the size limit of \$23.98 million).
5. If a business does not fall within one of the categories set forth in paragraph C immediately above, the Proposer may include the business toward the Small Business Goal if the Proposer assures itself, that the business does in fact meet the applicable Small Business size standard. Such assurance could involve reviewing the tax records or certified annual

audit reports of the business and taking other actions reasonably related to assessing whether the business meets the Small Business size standard. The Proposer shall bear full responsibility for performing due diligence related to whether a business meets the Small Business size standard prior to including the business as part of the Proposer's Small Business Commitment.

6. To facilitate the inquiry regarding the applicable size standards for businesses that may be considered Small Businesses, Proposers shall use the size standards listed in the NAICS (North American Industry Classification System) Codes for construction contractors, which are the key areas in which potential Small Businesses may participate. For information regarding a complete on-line listing of SBA Size Standards for other industries, go to: [www.sba.gov/content/small-business-size-standards](http://www.sba.gov/content/small-business-size-standards)
7. Firms are not eligible as DBEs if they exceed the relevant NAICS code size limitation for the type(s) of work the firm seeks to perform in DOT-assisted contract, which may be lower than \$23.98 million and does not constitute the primary business of the firm. Proposers are reminded, however, that the small businesses it chooses to include in its Small Business Commitment Form may not exceed the average annual gross receipts limit of \$23.98 million for the previous three (3) fiscal years.
8. If applicable, Sound Transit has established a Small Business Goal. Proposers shall make good faith efforts to implement the Small Business Program, including meeting or exceeding the Small Business Goal. Participation by DBEs that meet the requirements in the solicitation will be counted toward achievement of the Small Business Goal and the DBE Goal. For purposes of Proposal evaluation, the Small Business Goal shall apply to the sum on the Proposal Schedule. For purposes of award and performance of the Contract, the Small Business Goal shall apply to the Agreement Price.
9. To be counted toward achievement of the Small Business Goal, Small Businesses shall perform a Commercially Useful Function. ("CUF") For example, if the owner(s) of the Small Business does not or is unable to demonstrate ownership, control or legitimate performance, Sound Transit will not count the participation toward the Small Business Commitment and Small Business and DBE Goals. For consistency between Sound Transit's Small Business Program and its Disadvantaged Business Enterprise Program, Sound Transit will use the regulations in 49 CFR Part 26.55 as guidance in evaluating and monitoring the participation of all businesses toward meeting the Small Business Goal and for determining how to count such participation.
10. If, during the progress of the Work, a business listed by the Contractor on its Small Business Commitment is determined not to meet the Small Business and DBE eligibility criteria, the utilization of said business will not be counted toward the fulfillment of the Contractor's Small Business Commitment. The Contractor shall substitute another business that meets the Small Business and DBE eligibility provisions in order to maintain its commitment to Small Business and DBE participation. Such substitution shall be at no additional cost to Sound Transit.
11. If Change Orders are executed which increase the Contract Price, the Contractor shall make good faith efforts to meet or exceed the Contractor's Small Business Commitment when negotiating and performing said Change Orders.
12. With each payment request, including the final payment request, the Contractor shall submit reports, documents and records regarding participation by Small Business and DBEs, on forms as may be provided by Sound Transit.



## 1.7 ANTICIPATED SCHEDULE

Date	Selection Process
July 22, 2020	Public Announcement for Request for Proposals (RFP)
July 30, 2020	Pre-Proposal Meeting, 11:00am, via WebEx. <a href="https://soundtransit.webex.com/join/kevin.kelly">https://soundtransit.webex.com/join/kevin.kelly</a> or Call 415-655-0001. Access Code: 146 174 6087.
August 12, 2020	Last day to submit questions
August 24, 2020	Proposals Due (on or before 2:00pm local time)
Week of Aug 31	Proposals reviewed / highest ranked proposers identified
Week of Sept 14	Revised Proposals, Best and Final Offer, Interviews and ranking of firms, if necessary
October, 2020	Execute Contract and Notice to Proceed

## 1.8 QUESTIONS

Questions about this RFP must be submitted to Sound Transit, Attn: Kevin Kelly, Senior Contracts Specialist through the "Q&A Board" link for this Solicitation at <http://vendorportal.soundtransit.org>. Sound Transit will respond only via addenda or a formal written clarification, which will be uploaded to the solicitation on the Sound Transit Vendor Portal.

## 1.9 ADDENDA

Addenda will be uploaded to the solicitation on the Sound Transit Vendor Portal. 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 <http://vendorportal.soundtransit.org>.

While Sound Transit is extremely confident in the full functionality of this system, as a legal matter, notification services offered through the Sound Transit Vendor Portal 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.

## 1.10 PROPOSAL SUBMITTAL

- A. Sound Transit will only accept electronic submittals in response to this RFP. Proposals that do not conform to the requirements specified herein may be rejected.
- B. Electronic Submittal through Sound Transit Vendor Portal:
  1. Instructions on how to submit a Proposal electronically are provided via Exhibit C, Electronic Submittal Instructions.
  2. Proposals should be uploaded in .pdf format.
  3. Proposers shall assume full responsibility for ensuring electronic delivery of Proposals on or before the date and time specified in Paragraph 1.7, Anticipated Schedule of this RFP. Electronic submission cannot be completed in the Vendor Portal after the closing date and time. Therefore, Proposers should allow for sufficient time to complete the electronic submission by the date and time specified.
  4. Sound Transit is not responsible for any delays associated with the electronic submission of Proposals through the Sound Transit Vendor Portal.

- C. Sound Transit is not responsible for any costs associated with preparing or submitting a Proposal. Proposals become the property of Sound Transit upon submission.
- D. Sound Transit may reject late Proposals. Sound Transit also reserves the right to postpone the Proposal due date.

**1.11 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. 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.
- C. All pages of the proposal must be numbered.
- D. Responses to the Evaluation Criteria must be in the same order as in Section 1.12.

Cover Sheet	A cover sheet identifying the procurement No. RP 0099-20.
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. The letter should also identify a single point of contact for all communications related to the proposal and provide an email address and phone number.
Body of Proposal	The body of the proposal should address the evaluation criteria required in Section 1.12 and shall be no longer than 20 pages (10 sheets of letter-sized paper which are printed double-sided).
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"> <li>1. Any required certifications and/or licenses.</li> <li>2. Proposal Form No. 1 Price</li> <li>3. Proposal Form No. 2 Certification Regarding Conflict of Interest</li> <li>4. Proposal Form No. 3B DBE/Small Business Commitment Form</li> <li>5. Proposal Form No. 4 DBE/Small Business Outreach Documentation Form, if needed</li> <li>6. Proposal Form No. 5 Certification of Proposer Regarding Debarment, Suspension, and other Responsibility Matters</li> <li>7. Proposal Form No. 6 Certification Regarding Lobbying</li> <li>8. Proposal Form No. 7 Buy America</li> <li>9. If proposing team is a joint venture, a copy of the joint venture agreement must be submitted.</li> <li>10. Exceptions to Proposed Agreement, if any.</li> </ol>

**1.12 EVALUATION CRITERIA AND PROPOSAL REQUIREMENTS**

Proposals will be evaluated using the following criteria.

No.	Criterion	Maximum Points
1	Price	350
2	Firm Experience and History	300
3	Capacity and Project Organization	300
4	Commitment to and Compliance with Equal Employment Opportunity Law	50
<b>TOTAL POINTS</b>		<b>1000</b>

<b>Evaluation Criterion 1</b>	<b>Price</b>	<b>350 points</b>
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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 1.12.

Hourly 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 of 350 points and all higher proposed prices will receive proportionately lower scores.

**Submittal Requirements**

1. Complete and submit Proposal Form No. 1 Price, as contained in this RFP.

<b>Evaluation Criterion 2</b>	<b>Firm Experience and History</b>	<b>300 points</b>
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Proposer shall demonstrate the specialized experience and technical competence of the firm 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.

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

**Submittal Requirements**

1. Provide a brief description of your company, including but not limited to: home and branch office information; date established; and former names

2. Provide a general description of the services you provide and the types of clients served.
3. Indicate if plumbing is one of your company's core services.
4. Describe recent services provided by your company and any proposed subcontractors that demonstrate the company's ability to perform the requirements as indicated in the scope of work. Be sure to point out if the services were of a similar size and if they were for a governmental entity.
5. Describe how well your company has been able to meet schedules and the response times you have provided.
6. Provide information that demonstrates the firm's ability and experience to provide the services specified herein.
7. What efforts does your company make in its normal operations to be "green" or support environmental sustainability?

<b>Evaluation Criterion 3</b>	<b>Capacity and Project Organization</b>	<b>300 points</b>
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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. Include an organizational chart proposed for this project clearly showing the reporting relationship between individual team members, especially those in positions of oversight and quality assurance.
2. Describe what personnel would be assigned to this contract and explain their qualifications.
3. Describe the training provided to your employees.
4. Indicate any special certifications or licenses held by your company and employees who will be performing the work.
5. Discuss the ready availability and accessibility of the key personnel and support staff that will be assigned to this project.
6. Describe your company's approach including company philosophy towards quality assurance.
7. Describe your company's ability to communicate and complete necessary paperwork.
8. Describe your company's use of environmentally friendly products or methods.

<b>Evaluation Criterion 4</b>	<b>Commitment to and Compliance with Equal Employment Opportunity Law</b>	<b>50 points</b>
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Sound Transit has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects our diverse community. As a recipient of federal funding, Sound Transit, our partner agencies, contractors, subcontractors, subrecipients and vendors are mandated to comply with the Federal Transit Administration's guidance regarding Equal Employment Opportunity laws. Proposer shall demonstrate past and current commitment to Equal Employment Opportunity. 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.

## **Submittal Requirements**

1. Sound Transit is interested in the measures the Proposer has or will initiate to ensure participation of people of color, women and persons with disabilities. Explain the extent to which the Proposer will be inclusive of these individuals at their firm.
2. 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.
3. Describe experience and approach in employing diverse teams with scopes of work or size and duration comparable to this Scope of Work.
4. Provide the name, email address and phone number of the individual who will be responsible for overseeing adherence to the 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.
5. 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. 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 employment.
6. Statement of Policy issued by the chief executive officer affecting all employment practices and placed in conspicuous locations and available to employees, applicants for employment and the general public.
7. Proposers shall complete and submit Staffing Plans for performance of the work. Staffing Plans shall include, but are not limited to, the following:
  - a. A staffing breakdown by race or ethnicity, gender, disability and other relevant demographic information of the individuals identified at their firm.
  - b. List of key individual(s) role, support staff and other positions anticipated to be needed in the performance of the work;
  - c. Positions filled at the time of submittal, also identifying the firms from which those positions are affiliated;
  - d. Positions now open and to be filled if Proposer is awarded the Agreement including positions designated to be filled by specific firms;
  - e. Schedule for filling the open positions;
  - f. Process that will be used to fill positions, both positions now open and those that become open during the term of the Agreement; and
  - g. Commitment to recruitment of people of color and women in filling positions.

### **1.13 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. The evaluation criteria in Section 1.12 will be used to evaluate the proposals.
- C. 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.

- D. 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 as the initial proposal. Sound Transit may also narrow the field by creating a short-list of Proposers with whom to continue the evaluation process. If interviews are conducted, the proposers will be asked to offer revised proposals following the interviews so that all discussion from the interviews may be captured in the revised proposal. Interviews will not be evaluated separately. Proposers choosing not to submit a revised proposal will not have the opportunity to improve their scoring or strengthen their proposal. Sound Transit reserves the right to proceed directly to negotiations with the highest ranked proposer immediately following the initial submission and evaluation of proposals.
- E. 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.
- F. Sound Transit may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for Sound Transit.
- G. 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.
- H. Final approval and award of a contract resulting from this RFP is subject to policies established by the Sound Transit Board of Directors.
- I. 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.
- J. Debriefings. Proposers may request a debriefing after Sound Transit has issued its Notice of Intent to Award. Debriefings shall be limited to the debriefed Proposers scores, 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 Proposers submittal with the other submittals.
- K. Protests and Appeals. Sound Transit's protest procedure is available at <https://www.soundtransit.org/sites/default/files/documents/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.

#### 1.14 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.

### **1.15 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. Questions regarding the insurance requirements should submit those questions in compliance with Paragraph 1.8, Questions.

### **1.16 PREVAILING WAGES**

The Agreement resulting from this RFP is subject to prevailing wages. Refer to Section X of Exhibit A, [Proposed] Agreement.

Effective July 1, 2019, new training requirements are in effect from the Washington State Department of Labor & Industries. To be considered a responsible proposer, every proposer must either:

- (a) complete training on public works and prevailing wages, or
- (b) have experience completing at least three public works projects and have maintained a business license in Washington for at least three years.

Details on this requirement are found at <http://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>. The proposer is required to certify that they have completed this requirement on Proposal Form No. 1, Price.

Compliance with the new training requirements will be verified through the Washington State Department of Labor and Industries prior to award of the contract.

**END OF SECTION ONE**

## **SECTION TWO SCOPE OF WORK**

### **2.1 GENERAL**

Contractor will perform plumbing maintenance services including jetting, snaking, and taking video of drains at Sound Transit facilities.

### **2.2 SCHEDULED SERVICE**

#### **A. Quarterly Service**

At Union Station, Contractor will jet the down spouts. Contractor will jet the scullery sink drain, shower drains, and mop sink drain. In two public restrooms, Contractor will remove the toilets, jet the main line, and then reattach the toilets.

At Issaquah Transit Center and Federal Way Transit Center, Contractor will jet the sewer line to clean out solids that separated due to insufficient fall in the line.

#### **B. Annual Service**

At Union Station, Contractor will take video of the toilet sewer lines.

#### **C. Scheduled Work Locations**

- Union Station: 401 South Jackson, Seattle, WA., 98104
- Issaquah Transit Center: 1050 17th Ave NW Issaquah, WA., 98027
- Federal Way Transit Center: 2031 S 3116th St. Federal Way WA., 98003

Sound Transit has the right to add or delete sites from this contract, and also to change the frequency of services.

### **2.3 ON-CALL SERVICE**

A. On-call plumbing work may consist of any type of plumbing services work associated with an established facility.

#### **B. Work Orders for On-Call Services**

1. Unscheduled or on-call work shall be identified and scheduled with Contractor on a project basis through Sound Transit's Computerized Maintenance Management System (CMMS) work order management system. Unscheduled work shall be authorized by Work Order only. Work Orders will result from work identified by Sound Transit or from Contractor's recommendations. Work Orders can be initiated from either Sound Transit or the Contractor.
2. The labor rates in Schedule B shall be used to create the not-to-exceed amount for the contract. Sound Transit regular service hours are 5:00 a.m. to 7:00 p.m., Monday through Friday, excluding holidays.
3. Mark up on materials shall not exceed 10%.
4. Work Orders are either written and/or electronic orders signed by Contractor and a Sound Transit representative. Emergency calls will be communicated verbally. Work orders shall state:
  - The scope of the work to be performed,
  - The duration or schedule,
  - A stated dollar amount for the project that shall not be exceeded without express permission of the Sound Transit Project Manager, and
  - The purchase order number and OD number to be noted on the invoice. See Work Order example in Section 2.9.



5. Dollar amounts in the Work Order shall be approved by each line item as a not-to-exceed total. In the event of an emergency, the Contractor may take immediate action with verbal approval from the Sound Transit Project Manager and follow up with a written and/or electronic Work Order within 24 hours of commencing work on the emergency. Absence of a Work Order does not in and of itself constitute an emergency Work Order.
6. The Contractor's participation in the CMMS shall include but not be limited to initiating requests, responding to requests with a cost estimate, and updating and closing requests when there are changes or work is completed. The Contractor is required to use the CMMS.

C. Sound Transit Facilities

On-call work may be required at any Sound Transit facility. Sound Transit reserves the right to add/delete facilities as needed.

<b>King County Locations</b>		
Angle Lake Plaza and Garage	2750 S 200th St	SeaTac, WA 98188
Auburn Garage	110 2nd St SW	Auburn, WA 98001
Auburn Station	23 A St SW	Auburn, WA 98001
Auburn Warehouse	3538 C St SW	Auburn, WA 98002
Bellevue Rider Services Building	10903 NE 6th St.	Bellevue, WA 98004
Eastgate Freeway Station	I-90 & 142nd Ave SE	Bellevue, WA 98007
Federal Way Transit Center	2031 S 316th St	Federal Way, WA 98003
Issaquah Transit Center	1050 17th Ave NW	Issaquah, WA 98027
Kent Garage	320 Ramsey Way	Kent, WA 98032
Kent Station	521 Railroad Ave N	Kent, WA 98032
King Street Station	301 S Jackson St	Seattle, WA 98104
Kirkland Transit Center	202 3rd St	Kirkland, WA 98033
Mercer Island Park & Ride	8000 N Mercer Way	Mercer Island, WA 98040
Northgate Parking Garage	9560 1st Ave NE	Seattle, WA 98115
Overlake Transit Center	1592 NE 36th St	Redmond, WA 98052
Tukwila Leased Parking	15247 International Blvd	Tukwila, WA 9818
Tukwila Station	7301 Longacres Way	Tukwila, WA 98188
Union Station	401 S Jackson St	Seattle, WA 98104
Weller Street Bridge	301 S Weller St	Seattle, WA 98104



<b>Pierce County Locations</b>		
Bonney Lake Park & Ride	18100 Sky Island Dr E	Bonney Lake, WA 98391
DuPont Station	1375 Wilmington Dr	Dupont, WA 98327
Lakewood Layover Building	3920 Steilacoom Blvd SW	Lakewood, WA 98499
Lakewood Station	11424 Pacific Highway SW	Lakewood, WA 98499
Puyallup Station	133 W Main	Puyallup, WA 98371
South Hill Park & Ride	300 94th Ave E	Puyallup, WA 98373
South Tacoma Station	5650 S Washington St	Tacoma, WA 98409
Sumner Station	810 Maple St	Sumner, WA 98390
Tacoma Dome Link Station	423 E 25th St	Tacoma, WA 98421
Tacoma Link Commerce Station	1101 Commerce St	Tacoma, WA 98402
Tacoma Link O&M	802 E 25th St	Tacoma, WA 98421
Tacoma Link South 25th St. Station	102 S 25th St	Tacoma, WA 98402
Tacoma Link Theater District	729 S Commerce St	Tacoma, WA 98402
Tacoma Link Union Station	1902 Pacific Ave	Tacoma, WA 98402
Tacoma Security Office	401 E 25th St	Tacoma, WA 98421
Tacoma Sounder Station - FHSq	424 E 25th St	Tacoma, WA 98421
<b>Snohomish County Locations</b>		
Eastmont Park & Ride	9020 El Capitan Way	Everett, WA 98208
Edmonds Station	210 Railroad Ave	Edmonds, WA 98020
Everett Station	3201 Smith Ave	Everett, WA 98003
Lynnwood Transit Center	20100 48th Ave W	Lynnwood, WA 98036
Lynnwood Warehouse	20420 56th Ave W	Lynnwood, WA 98036
Mountlake Terrace Freeway Station	6001 236th St SW	Mountlake Terrace, WA 98043
Mukilteo Station	710 Front St	Mukilteo, WA 98275
Totem Lake Freeway Station	NE 128th St & 116th Ave NE	Kirkland, WA 98033

## 2.4 REPORTS AND DOCUMENTATION

- A. The Contractor shall submit the Contractor Safety Action Plan (see Exhibit B) to a Sound Transit representative for review and approval prior to beginning work. This is a site-specific safety plan.



- B. The following deliverables and/or reports are required:
- Viable video recording of the line being inspected; provided no later than 5 days from date of service.
  - Field reports including outcomes; provided no later than 5 days from date of service.

## **2.5 SCHEDULING**

- A. Prior to commencement of work, the Contractor and Sound Transit Project Manager will schedule a kick-off meeting.
- B. Work shall be conducted during the hours as specified and agreed to with a Sound Transit representative. Any non-compliance with scheduling may result in cancellation of this Agreement.
- C. The Contractor may propose to perform the work on evenings or weekends to minimize impacts to Sound Transit passenger traffic. All work shall be scheduled and approved in advance by Sound Transit. No on site work shall commence until the Contractor has a schedule approved by a Sound Transit representative.
- D. If the time frame for work deviates from the schedule the Contractor shall notify Sound Transit of the modified schedule and work with a Sound Transit representative if there are any scheduling difficulties. Upon completion of the service, the Contractor shall contact a Sound Transit representative to initiate final acceptance of the Work.

## **2.6 COMMUNICATION**

- A. Upon arrival at the work site, all Contractor employees are to check in with the on-site Security or Sound Transit representative and notify them of the work plan and schedule. Prior to departure, the Contractor is to notify on-site Security and Sound Transit representative of the status of work and the departure time. If the Contractor needs to return to the station to continue work, such information, including the estimated time of return, shall be conveyed to Sound Transit personnel or a representative.
- B. The Contractor shall notify a Sound Transit representative immediately of any vandalism or damage at a facility that may cause harm to the general public, or any other hazardous or unsafe condition, or items in need of repair. This includes but is not limited to burned-out lights, leaky faucets, and drain stoppages that they are unable to clear; vandalism, graffiti, and the evidence of pests and/or wildlife such as bird nests. Items in need of repair will require a photo uploaded to the CMMS documenting the need for additional services. The Contractor must receive approval from a Sound Transit representative to begin work.
- C. The Contractor shall attend a Post Award/Contract Kick-Off Meeting conducted at a time and place designated by Sound Transit. The Contractor shall send employees having a supervisory or managerial role in this Contract to the post award meeting. At this meeting the Contractor shall be prepared to discuss and provide detailed information concerning, but not limited to, the following:
- Scheduling and notification prior to performing work
  - Access to Facilities
  - Performance
  - Completion of Work/Cleanup and returning the work site to original conditions
  - Employees
  - Safety work plans/precautions
- D. The Contractor's supervisor/managers shall attend Quarterly Meetings at no additional cost to Sound Transit. The agenda will include any items that need attention, correction, or assistance to resolve.

## **2.7 PROJECT REQUIREMENTS AND CONDITIONS**

- A. The Contractor's workmanship shall meet the best standard practice of the trade.



- B. The Contractor is responsible for providing all necessary tools and equipment to complete the Scope of Work, inclusive of fuel, parts, licensing and insurance.
- C. The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract at no additional cost to Sound Transit. Upon request, the Contractor shall supply to Sound Transit evidence of all such licenses, permits and authorizations.
- D. All work performed shall be in compliance with all applicable codes, federal, state, and local laws, ordinances, permits, and regulations, which in any manner affect or apply to the performance of this contract, and are subject to final inspection and approval by the Sound Transit Project Manager.
- E. In the event that the Contractor predicts a change to, included but not limited to, the schedule, scope of service, cost overrun, or materials, the Contractor shall notify a Sound Transit representative immediately of such changes. The Contractor shall receive authorization to proceed prior to continuation of work that results in a cost, scope, or schedule change.
- F. Limited parking for the Contractor's vehicles and equipment shall be provided at the near work site. To park on-site at Union Station Great Hall, the Contractor must check-in with the Security Operations Center (SOC) and obtain a parking permit. The SOC can be reached via phone at (206) 398-5268. The contractor shall be responsible for coning off vehicles and providing adequate clearance for pedestrians and vehicles to pass when necessary. The Contractor shall remove all vehicles at the end of each work day.
- G. There will be no storing of materials on site.
- H. Electricity and water will be made available at the site; planning the routing of these services from inside the building to the exterior will be the responsibility of the Contractor. The Contractor shall include all labor, tools, lighting, generators, equipment, materials, water, hardware, personal protective equipment (PPE), transportation, and supervision required to complete the scope of this work.
- I. The Contractor in the course of any work assignment, shall not impede Sound Transit business, create a nuisance, or endanger Sound Transit employees and/or the public.

## **2.8 SECURITY**

The Contractor shall adhere to Sound Transit's security procedures at all times. Upon Notice to Proceed, the Contractor shall contact Sound Transit to receive a security brief. The meeting will be scheduled by a Sound Transit representative. All employees assigned to complete services must attend the meeting if they will be working at Union Station. The meeting shall be at no cost to Sound Transit.

Sound Transit may on occasion utilize video surveillance to monitor all activities within its facilities.





**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, 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.

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.

<p><b>The prices below include any cost for the required insurance coverage under Section Four, Exhibit A, Paragraph M – Insurance Requirements.</b></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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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:

<b>SCHEDULE A – Scheduled Service Base Year (Year 1)</b>					
Item	Description	Unit of Measure	Price	Quantity	Extended Price
A1	Quarterly Service – Union Station	Quarter	\$	4	\$
A2	Quarterly Service – Issaquah TC	Quarter	\$	4	\$
A3	Quarterly Service – Federal Way TC	Quarter	\$	4	\$
A4	Annual Service	Year	\$	1	\$
TOTAL SCHEDULE A – Base Year (Year 1)					\$

<b>SCHEDULE B – On-Call Service Base Year (Year 1)</b>					
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Fully Burdened Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
B1	Labor – regular business hours	Hour	\$	30	\$
B2	Labor – outside regular business hours	Hour	\$	60	\$
B3	Parts	Provisional Sum	\$5,000.00	1	\$5,000.00
<b>TOTAL SCHEDULE B – Base Year (Year 1)</b>					<b>\$</b>

<b>SCHEDULE C Base Year (Year 1)</b>	
Schedule A Total	\$
Schedule B Total	\$
<b>TOTAL SCHEDULE C – Base Year (Year 1)</b>	<b>\$</b>

<b>SCHEDULE D Option 1 (Year 2)</b>		
Schedule C Total		\$
Escalation on Base Year (Year 1)	%	\$
<b>TOTAL SCHEDULE D – Option Year 1 (Year 2)</b>		<b>\$</b>

<b>SCHEDULE E Option 2 (Year 3)</b>		
Schedule D Total		\$
Escalation on Option Year 1 (Year 2)	%	\$
<b>TOTAL SCHEDULE E – Option Year 2 (Year 3)</b>		<b>\$</b>

<b>SCHEDULE F Option 3 (Year 4)</b>		
Schedule E Total		\$
Escalation on Option Year 2 (Year 3)	%	\$
<b>TOTAL SCHEDULE F – Option Year 3 (Year 4)</b>		<b>\$</b>

<b>SCHEDULE G Option 4 (Year 5)</b>		
Schedule F Total		\$
Escalation on Option Year 3 (Year 4)	%	\$
<b>TOTAL SCHEDULE G – Option Year 4 (Year 5)</b>		<b>\$</b>

<b>TOTAL PROPOSED PRICE</b>		
Year 1	Base Year Total (Schedule C)	\$
Year 2	Option Year 1 Total (Schedule D)	\$
Year 3	Option Year 2 Total (Schedule E)	\$
Year 4	Option Year 3 Total (Schedule F)	\$
Year 5	Option Year 4 Total (Schedule G)	\$
SUBTOTAL ALL YEARS		\$
Washington State Sales Tax – 10.1%		\$
<b>TOTAL PROPOSED PRICE</b>		<b>\$</b>

Sound Transit reserves the right to enter into a not-to-exceed contract plus applicable tax, which amount may differ from this Total Proposed Price.

<b>Prices are based on the solicitation and the following solicitation addenda:</b>	
Addendum # of each addendum received:	
Firm:	
Address:	
Telephone:	
Email:	
Date:	
By: _____	_____
(Signature)	(Print Name)
Title:	

<p>Effective July 1, 2019, every proposer must either (a) complete training on public works and prevailing wages or (b) have experience completing at least three public works projects and have maintained a business license in Washington for at least three years to be considered a responsible proposer.</p> <p>See this link for L&amp;I Contractor Training:  <a href="https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp">https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp</a></p>	<p>Has your company met this requirement?</p> <p><b>Yes</b>, completed training on public works and prevailing wages <input type="checkbox"/></p> <p><b>Yes</b>, experience completing at least three public works projects and maintained business license in Washington for at least three years <input type="checkbox"/></p> <p><b>No</b>, but will take training prior to award of contract <input type="checkbox"/></p>
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**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:

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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 subcontractors 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 subcontractors 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**

Sound Transit has established a Disadvantaged Business Enterprise (DBE) Goal and/or a Small Business Goal in Section 1 of this RFP. **All firms certified as DBEs are also Small Businesses; thus, DBE firm participation counts toward both the DBE goal and the Small Business goal.**

By submitting this proposal, the Proposer affirms the following: We have read, understood, and complied with Sound Transit's Diversity Program's provisions in this RFP, establishing the Small Business participation and DBE and Small Business goals. Our submittals (including outreach information) are true and accurate and demonstrate our commitment to comply with the participation provisions throughout the Contract. Below we have listed all firms who will participate and count toward the DBE and Small Business goals if we are awarded an Agreement under this RFP.

Definitions for DBE/Small Business Participation Plan
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Name	Description
Procurement Number	Sound Transit's Procurement Number as listed on the cover of the solicitation document.
Procurement Title	Name of procurement as written on the cover of the solicitation document.
Proposer Firm Name	Proposer's company name.
Proposer Contact Name	Proposer's contact person for this procurement.
Proposer Contact's Phone	Contact's phone number.
Proposer Contact's Email	Contact's Email address.
DBE Contract Goal	Sound Transit's DBE Goal as listed in the solicitation.
Small Business Contract Goal	Sound Transit's Small Business Goal as listed in the solicitation.
DBE Commitment	Total percentage the Proposer commits to including on the contract of proposed subcontractors who are DBEs, including the Proposer's contribution if Proposer is a DBE
Small Business Commitment	Total percentage the Proposer commits to including on the contract of proposed subcontractors who are certified or self-declared Small Businesses, including the Proposer's contribution if Proposer is a certified or self-declared Small Business.
Description of Work	Brief description of the work to be performed by the proposed DBE/Small Business participant.

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

Procurement Number: RP 0099-20	Procurement Title: Plumbing Maintenance Services
Proposer Firm Name:	Proposer Contact Name:
Proposer Contact's Phone:	Proposer Contact's Email:
<b>DBE Contract Goal: 0%</b>	<b>Small Business Contract Goal: 0%</b>
<b>DBE Commitment: _____%</b>	<b>Small Business Commitment: _____%</b>

**Table A: Disadvantaged Business Enterprise (DBE) Firms**

List all DBE firms committed for this contract that will count toward the DBE goal. If Proposer is a DBE, include Proposer in table below. **All firms certified as DBEs are also Small Businesses; thus, DBE firm participation counts toward both the DBE goal and Small Business goal.** You will transfer your DBE total to the first line of your Small Business Table (Table B). A firm qualifies as a DBE if the following is true:

- Firm is certified as a DBE by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). The DBE certification number can be found in the firm's profile in the OMWBE directory.
- 

	DBE Firm Name	DBE Certification Number	Description of Work to be Performed	Proposed Subcontract Amount	Proposed Subcontract Percentage
1.					%
2.					%
3.					%
4.					%
5.					%
6.					%
7.					%
8.					%
9.					%
10.					%
11.					%
12.					%
13.					%
14.					%
15.	If needed, attach a list of additional DBEs, and insert total here. Otherwise, leave this line blank.				%

**16.** Add Proposed Subcontract Percentages for lines 1-15. This is your **Total DBE Commitment**.....\_\_\_\_\_%

**Line 16 is your commitment toward the DBE Contract Goal listed at the top of this form. Write this percentage at the top of this form in the DBE Commitment box, AND write this percentage in line 17 in Table B.**

**FORM CONTINUES ON NEXT PAGE**

**Table B: Small Business Firms**

List all Small Business firms committed for this contract that will count toward the Small Business goal. **If Proposer is a Small Business, include Proposer in table below.** A firm qualifies as a Small Business if any of the following are true:

- Firm is certified as an SBE, DBE, MBE, or WBE by the [Washington State Office of Minority and Women’s Business Enterprises \(OMWBE\)](#). Note that DBE firms should be listed in Table A, and only included in Table B via line 17; DBE firms should not be listed individually in Table B.
- Firm is certified in [King County’s Small Contractors and Suppliers \(SCS\) directory](#).
- Firm is not certified, but meets all requirements in Section 3 of this RFP, and assurance is provided to Sound Transit.

	<b>Small Business Firm Name</b>	<b>Certification (OMWBE, SCS, or Not Certified)</b>	<b>Description of Work to be Performed</b>	<b>Proposed Subcontract Amount</b>	<b>Proposed Subcontract Percentage</b>
17.	Insert Total DBE Commitment from line 16.				%
18.					%
19.					%
20.					%
21.					%
22.					%
23.					%
24.					%
25.					%
26.					%
27.					%
28.					%
29.					%
30.					%
31.					%
32.					%
33.					%
34.					%
35.	If needed, attach a list of additional Small Businesses, and insert total here. Otherwise, leave this line blank.				%

**36.** Add the Subcontract Percentages for lines 17 - 35. This is your **Total Small Business Commitment...\_\_\_\_\_ %**

**Line 36 is your commitment toward the Small Business Contract Goal listed at the top of this form. Write this percentage at the top of this form in the Small Business Commitment box.**

**END OF FORM**

**PROPOSAL FORM NO. 4 DBE/SMALL BUSINESS OUTREACH DOCUMENTATION FORM**  
***SUBMIT ONLY IF PROPOSAL INCLUDES JOINT VENTURE OR SUBCONTRACTING***

Page \_\_\_\_\_ of \_\_\_\_\_

If there is a DBE or Small Business goal in this RFP, or if the Proposer will have subcontractors perform all or part of the Scope of Work, then the Proposer shall submit this form as part of its Proposal as documentation of its efforts to reach out to DBEs and Small Businesses to participate in the Agreement under this RFP. Sound Transit may request the Proposer provide additional information regarding its efforts. Attach additional forms as necessary.

By submitting this Form, the Proposer certifies it contacted the identified DBEs and Small Businesses, in an effort to solicit their participation in performance of the work in the Agreement under this RFP.

**Is Subcontracting anticipated for this Contract? \_\_\_\_\_ Yes \_\_\_\_\_ No**

- 1. Firm Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Date Contacted: \_\_\_\_\_

Response: \_\_\_\_\_
  
- 2. Firm Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Date Contacted: \_\_\_\_\_

Response: \_\_\_\_\_
  
- 3. Firm Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Date Contacted: \_\_\_\_\_

Response: \_\_\_\_\_
  
- 4. Firm Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Date Contacted: \_\_\_\_\_

Response: \_\_\_\_\_



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**PROPOSAL FORM NO. 5 CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**Instructions for Certification:**

**By signing and submitting this form, the prospective lower tier participant<sup>1</sup> is providing the signed certification set out below.**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Sound Transit may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Sound Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Sound Transit for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.
5. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

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<sup>1</sup> "Lower tier participant" includes all contractors, consultants, subcontractors and subconsultants participating on any of Sound Transit's contracts.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"**

9. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

Proposer: \_\_\_\_\_  
(Type or Print Company Name)

By: \_\_\_\_\_  
(Signature) (Title)

Print Name: \_\_\_\_\_

**PROPOSAL FORM NO. 6 CERTIFICATION REGARDING LOBBYING**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**PROPOSAL FORM NO. 7 BUY AMERICA**

***Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.***

***Certificate of Compliance with Buy America Requirements***

The proposer 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.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Attorney, Corporate Officer, Owner, or Partner  
Printed Name \_\_\_\_\_  
Company \_\_\_\_\_  
Title \_\_\_\_\_

**OR**

***Certificate of Non-Compliance with Buy America Requirements***

The proposer 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 CFR Part 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Attorney, Corporate Officer, Owner, or Partner  
Printed Name \_\_\_\_\_  
Company \_\_\_\_\_  
Title \_\_\_\_\_

**SECTION FOUR EXHIBITS**

**EXHIBIT A [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. Minor exceptions must provide proposed language, and reasons for the exception. 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.

**CONTRACT RP 0099-20  
PLUMBING MAINTENANCE SERVICES**

This agreement is made this \_\_\_\_ day of [Month], [Year] between Sound Transit and [Contractor Name] (the "Contractor"), 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 upon the date of contract execution, subject to the Termination provisions of Section N of this Agreement. At Sound Transit's sole discretion, the contract may be renewed for four options of additional one-year periods.

**B. SCOPE OF WORK**

The Scope of Work is attached hereto as Attachment A. To accomplish the Scope of Work, Contractor 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 Contractor's proposal dated [Proposal Date], the requirements of the Scope of Work will govern, at no additional cost to Sound Transit.

Contractor 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 Contractor is responsible for the professional quality of all work performed under this agreement. The Contractor, 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)** plus applicable taxes. Sound Transit is not liable for any compensation to the Contractor in excess of this amount unless otherwise approved and agreed in writing by Sound Transit.

The Contractor will be compensated upon Sound Transit's acceptance of the deliverable(s) for each specific Task, as described in Attachment A (Scope of Work). Total compensation for each Task will not exceed the amount identified for that Task as follows.

The unit rate and lump sum 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:

**[ESCALATION TABLE]**

**F. PAYMENT / INVOICES**

1. For work performed by the Contractor, payment will be net 30 days following receipt of a properly completed invoice. The Invoice must be sent electronically to:  
accounts payable@soundtransit.org
2. The following items are to be included with each invoice:
  - a. Work order number
  - b. Applicable photos
  - c. Purchase Order Number (OD number); Invoices without the Purchase Order Number clearly stated will be returned.
  - d. Number of Hours
  - e. Date of Service
  - f. Location of Service
  - g. Description of Work (field report)
3. Sound Transit agrees to pay all applicable State of Washington retail sales or use tax. If the Contractor resides outside of the State of Washington, Sound Transit shall remit retail sales/use tax directly to the Washington State Department of Revenue. If the Contractor resides within the State of Washington, the Contractor shall be the primary party responsible for remitting said retail sales tax to the Washington State Department of Revenue. However, Sound Transit reserves the right to remit any retail sales or use tax, regardless of where the Contractor resides, directly to the Washington State Department of Revenue, if deemed necessary.
4. The Contractor shall charge sales tax appropriate to the location where services are performed if applicable. It is the Contractor's responsibility to verify the tax rates prior to submitting invoice.
5. The unit prices cited on the Proposal forms for goods and services hereunder shall not include retail sales or use taxes. Retail sales/use tax shall be included as a separate line item on all invoices.
6. Sound Transit is exempt from Federal excise taxes.

**G. PROMPT PAYMENT PROVISION**

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

1. Contractor's invoices must include payments for subcontractors whose work was performed in accordance with this agreement. The Contractor may not request payment for subcontractor work until the Contractor has determined that the subcontractor is entitled to the payment for the work completed.
2. Within five working days of receipt of payment from Sound Transit, the Contractor must pay such subcontractors.
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 subcontractor within five working days after receipt of payment by the higher tiered subcontractor.

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 Contractor for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Contractor 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:	Contractor:
401 S Jackson Street	[Firm Name]
Seattle, WA 98104-2826	[Street address]
	[City, State Zip]
Attn: Kevin Kelly	Attn: [Name]
Senior Contracts Specialist	[Title]
With a copy to: kevin.kelly@soundtransit.org	[Email]

I. CONTRACTOR EMPLOYEES

Contractor 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. Contractor 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 Contractor staff members and subcontractors working on this contract are required to comply with all Sound Transit resolutions and policies.

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 Contractor 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 Contractor 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, subcontractors, subconsultants and suppliers.
4. The Contractor 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 Contractor 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.

5. The Contractor shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Agreement. The Contractor 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 Contractor shall permit reasonable access by Sound Transit to such records. The Contractor 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 Contractor 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 Contractor upon request.
2. Sound Transit did not anticipate that participation by subcontractors or subconsultants would be required by the Contractor 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 Contractor determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Contractor shall afford DBEs and Small Businesses an equal, non-discriminatory opportunity to compete for business as subcontractors, subconsultants 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 Contractor, 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 Contractor 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 Contractor under this Agreement. The Contractor 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 Contractor shall not be deemed to release or diminish the liability of the Contractor, 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, with \$2,000,000 products and completed operations coverage.
- 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 Contractor 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 Contractor will be responsible for Workers Compensation insurance for any subcontractor who provides work under subcontract.

If the Contractor 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 Contractor 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 0099-20 and title, Plumbing Maintenance Services.** The Contractor will provide 30 calendar days' advance written notice to Sound Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor 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 Contractor from insurance obligations hereunder.
- b. Taking into account the scope of work and services to be performed by a subcontractor and/or subconsultant, the Contractor 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. Contractor'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 Contractor's insurance.



- d. The Contractor and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against Sound Transit. The Contractor 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 Contractor shall provide Sound Transit with a Certificate of Insurance and endorsements 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 Contractor for work not done in accordance with the Agreement, 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 and up to any legal limits.
- g. The Contractor 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.

**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.

## N. TERMINATION

### 1. Termination for Default

Sound Transit may terminate this agreement, in whole or in part, in writing if the Contractor substantially fails to fulfill any or all of its obligations under this agreement through no fault



of Sound Transit. Insofar as practicable, the Contractor 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 Contractor 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 Contractor reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

O. INDEMNIFICATION AND HOLD HARMLESS

1. The Contractor must comply with all applicable federal, state and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this agreement.
2. Contractor and its subcontractors, employees, agents, and representatives will be independent contractors 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 Contractor 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 Contractor'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 Contractor or its subcontractors, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Contractor, its subcontractors, agents or employees.

**THE CONTRACTOR SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONTRACTOR'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONTRACTOR 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 CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEE(S) DIRECTLY AGAINST CONTRACTOR.**

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 Contractor 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.

**P. INTELLECTUAL PROPERTY AND WORK PRODUCT**

1. All work (preliminary, draft, and final) performed by the Contractor 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 Contractor pursuant to this agreement, and the Contractor hereby assigns and transfers to Sound Transit any and all intellectual property rights for such materials. The Contractor 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 Contractor, will Contractor fail to deliver possession of said documents and materials to Sound Transit upon demand.
2. The Contractor 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.

**Q. AUDIT AND ACCESS TO RECORDS**

For a period of six years following final payment by Sound Transit to the Contractor under this agreement, the Contractor 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 contractor's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

**R. RECYCLED PRODUCTS**

To the extent practicable, the Contractor 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 Contractor will use both sides of paper sheets and recycled/recyclable products.

**S. PRIVACY ACT**

To the extent it applies, Contractor and its subcontractors, 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 contractors, third-party contractors, subcontractors, 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 Contractor 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.

**T. 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 Contractor must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule promptly after the Contractor first became aware of the changes and prior to incurring any such expenses.
2. Sound Transit will make a determination as to whether the Contractor 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 Contractor 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 Contractor 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 Contractor's performance less expensive, or less difficult, then Sound Transit will have the option either to require the Contractor 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 Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. Sound Transit will give the Contractor notice of Sound Transit's determination, and anticipated savings.

**U. FORCE MAJEURE**

Contractor will not be responsible for delays in delivery of the Work due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transportation shortages, provided Contractor notifies the Project Manager immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Work will be extended for a period equal to the time lost due to the reason for delay.

**V. COOPERATIVE PURCHASING**

Pursuant to the Washington State Interlocal Cooperative Act RCW 39.34.080, other governmental agencies contracting with Sound Transit may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein.

**W. DISCLOSURE OF RECORDS**

The Contractor 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 Contractor 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 Contractor 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 Contractor of the request and allow the Contractor 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Contractor 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 Contractor's documents at Contractor's request, Contractor 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. Contractor consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

X. PREVAILING WAGES

1. This Agreement is subject to Chapters 39.12 and 49.28 RCW, amendments thereto, and regulations issued thereunder, relating to Washington Department of Labor & Industries ("L&I") prevailing wage requirements.
2. The State of Washington prevailing wage rates applicable for this maintenance project, which is located in King, Pierce, and Snohomish Counties, may be found at the following website address of the Department of Labor and Industries: (<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>). The applicable effective date for prevailing wages for this project is the Proposal Submittal Date. A copy of the applicable prevailing wage rates are also available for viewing at Sound Transit's office, located at 401 S. Jackson Street, Seattle, Washington. Upon request, Sound Transit will mail a hard copy of the applicable prevailing wages for this project. If employing labor in a class not listed in such schedule(s), the Contractor shall require the industrial statistician to determine the correct wage rate for that class and locality.
3. Proposers shall examine and be familiar with such requirements. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor or a failure to include in the Proposer's proposal price adequate increases, if applicable, in such wages during the performance of this Agreement.
4. Required Documents: Pursuant to Chapter 39.12 RCW, the Contractor and each subcontractor shall submit the following documents to Sound Transit:
  - a. Before payment is made by Sound Transit, the Contractor and each Subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" that has been approved by the industrial statistician of the Department of Labor and Industries.
  - b. Before final payment is made to the Contractor, the Contractor and each subcontractor shall submit an "Affidavit of Wages Paid" that has been approved by the industrial statistician of the Department of Labor and Industries.
  - c. Any fees charged by the Department of Labor and Industries for filing the "Statement of Intent to Pay Prevailing Wages" and the "Affidavit of Wages Paid" shall be paid by the Contractor and each subcontractor, as applicable. If Sound Transit pays such fees for any reason, then the Contractor shall be charged the amounts thereof, and shall remit the same to Sound Transit.
  - d. For multiple year contracts, the Contractor is required to submit an Intent to Pay Prevailing Wages at the beginning of each contract year and a corresponding Affidavit of Wages paid at the end of each year. If services are performed in more than one county, the Contractor may be required to submit the annual filings of Intent and Affidavit for each county where the work was performed.
5. Worker's Benefits. Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. The Contractor shall also obey all federal, state and local laws, ordinances, and regulations that establish safety standards for the protection of employees. If any payment required by Title 50 or 51 is not made when due, Sound Transit may retain such payments from any money due the Contractor and apply the same into the appropriate fund. The Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. Sound Transit may withhold payment of any amounts needed to pay Industrial Insurance



premiums until the Contractor has satisfied to Sound Transit that the Contractor has paid all applicable premiums it owes on the work performed.

Y. 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, contractors 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>

Z. CONTRACTOR SAFETY AND ENVIRONMENTAL REQUIREMENTS

1. The contract governing the relationship between the Contractor and Sound Transit obligates the Contractor to implement safety, health and environmental management programs. Sound Transit does not, however, develop or manage the safety, health or environmental management programs of the Contractor, its subcontractors, or suppliers, or in any way assume the responsibility for the safety and health of their employees or their protection of the environment. The Contractor has assumed all such responsibility, and is required to adhere to all Sound Transit safety and multiple employer project safety requirements, environmental compliance requirements, applicable federal, state, and local safety and health and environmental standards for the entire duration of the Contract. The Contractor shall submit to the Sound Transit Project Manager for review: (1) a completed Sound Transit Contractor Safety Action Plan (Exhibit B) that meets the intent and requirements of a project-specific safety plan, and (2) a corporate Accident Prevention Plan. Both submittals shall be made not less than 10 business days prior to start of any field work.
2. All Contractor employees and subcontractors shall have all adequate site and task-specific training as required in the project-specific Safety Action Plan. The completed Safety Action Plan, with project specific hazard plans as identified (i.e. confined space, fall protection) shall be submitted to Sound Transit. Sound Transit reserves the right to comment on submitted plans and to reject nonconforming plans. Sound Transit's review and/or acceptance of submitted plans shall not constitute a waiver by Sound Transit of any of the requirements of this document or of the governing Contract Documents, nor will it relieve the Contractor of its obligation to comply in all respects with those requirements.
3. All track access permits, Sound Transit training, hazard analyses, and worker awareness and coordination shall be completed and all required approved documentation shall be readily available on-site. All work within or near rail right of way must be coordinated with the Sound Transit Project Manager prior to any on-site work to assure proper permits, training, and procedures.

4. The Contractor assumes responsibility for the health and safety of the Contractor's employees, its subcontractors and vendors, and any other individuals on the Work Site, and the public that may be in proximity to the Work. The Contractor also assumes responsibility for compliance with all requirements in the Contract Documents relating to the protection of the environment.
5. Sound Transit is entitled to order the Contractor to stop work in the event the Contractor or its subcontractors, suppliers, vendors or employees fail to comply with safety and environmental regulations, codes, standards, rules or contract requirements. Contractor shall bear all costs associated with any Stop Work Order.
6. In addition to applicable safety and environmental rules and regulations, the following specific requirements apply to all work:
  - a. Work on or near (distance dependent on operation line) any light rail or commuter rail tracks requires training of all workers and supervisors prior to conduct of the work. Work on or near rail tracks must be coordinated sufficiently in advance to assure Work Permits and /or Trace Access Permits can be obtained. All workers performing work on or near the Right of Way must carry currently valid Right of Way training certification cards, and produce them for verification upon request.
  - b. Sound Transit considers all confined spaces on Sound Transit property to constitute "Permit Required Confined Spaces", and alternate entry procedures are not allowed. Contractor must submit permits and rescue plan to Sound Transit for review.
  - c. Contractor must submit a complete list of chemical products to be utilized on the project along with a Material Safety Data Sheet for each product. Sound Transit is not responsible for review of submitted chemicals or MSDSs; however Sound Transit reserves the right to comment. Chemicals that are low hazard and sustainable are preferred selections.
  - d. Chemical products that will be utilized on Sounder Platforms or within 25 feet of BNSF owned tracks must be approved by BNSF prior to use. It is the Contractor's responsibility to obtain that approval.
  - e. Secondary containment must be provided for chemicals while they are in use and/or stored on Sound Transit property to prevent spills. Store chemicals indoors.
  - f. Sound Transit is committed to integrated pest management and the reduction in the use of pesticides. A Pesticide use Request Form must be completed and submitted to Sound Transit prior to any application of pesticide.
  - g. When work is performed in an operating public facility, during hours of operation and when members of the public are present, controls must be in place to protect members of the public from exposure, including perceived exposures, to the chemical and/or dust, noise or operating equipment. The Project Manager may request additional controls be established if complaints are received.
  - h. Contractor must assure workers are protected from falls on walking or working surfaces at height of 4 feet or greater.
  - i. The Contractor must develop a job specific fall protection control plan for work performed at heights at Sound Transit properties and operating facilities. When developing the job specific fall protection control plan, the Contractor must meet with the Project Manager to ensure that tie off points and horizontal life lines are sufficient for this purpose.
  - j. Any Contractor performing electrical work must comply with NFPA 70E requirements.



- k. Work zones must be demarcated when forklifts and/or powered industrial trucks or powered tools are used in areas open to the public. Demarcation must be sufficient that members of the public, including disabled and children, cannot inadvertently or intentionally enter into the work area.
  - l. Equipment operators must be trained and certified (as applicable) on the equipment they will be using, and have documentation available on-site for review upon request.
  - m. When work is performed in an operating public facility, during hours of operation and when members of the public are present, controls must be in place to ensure that accessible paths as required by the Americans with Disabilities Act are maintained and that sufficient work boundaries are established to prevent members of the public who are visually impaired from entering the work area.
7. The Contractor is responsible to supply safety equipment, fall protection, environmental controls and personal protective equipment (PPE) as necessary to accomplish the work assignment.
  8. All work performed shall be in compliance with all applicable codes, Washington Industrial Safety and Health Act (WISHA) fall protection and safety standards and subject to final inspection and approval by the Sound Transit Project Manager.
  9. The Contractor shall furnish any signage which may be necessary to close off or re-direct traffic or pedestrians during project duration.
  10. The Contractor shall provide protection for the Contractor's personnel, Sound Transit customers, the general public and occupants of the surrounding buildings as required for compliance with all applicable requirements of Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH), Sound Transit, and City of Seattle.

AA. STANDARD OF QUALITY

1. Sound Transit is under constant public scrutiny for quality and standard of care at its properties. The Contractor shall maintain the expected quality of services as described in the Scope of Work and Requirements of the contract. Although Sound Transit will conduct random inspections, including photographs, to verify compliance and performance quality, the Contractor is responsible for ensuring quality work is performed. If deficiencies are noted, Sound Transit will respond with corrective action which may include verbal notice, a performance Report Card, or formal Notice to Cure. Periodic meetings with the Contractor shall also cover any performance discrepancies. Although Sound Transit prefers to work with its contractors to resolve any difficulties, repetitive failure by the Contractor to maintain quality may lead to termination of the Contract for default.
2. The quality of the work shall be determined solely by the Sound Transit Project Manager. If for any reason the Contractor fails to comply with any requirement of the Contract (e.g., poor quality, missed completion time) and upon notification of noncompliance by Sound Transit, the Contractor will immediately correct the noncompliance at no additional cost to Sound Transit and to the satisfaction of Sound Transit. Failure to correct noncompliance may result in termination of the Contract.

BB. DEBRIS REMOVAL AND DANGEROUS WASTE DISPOSAL

1. Sound Transit is committed to sustainability and waste reduction. The Contractor will minimize the generation of waste and will remove all waste materials and other debris upon completion of requested service. No disposal will be permitted on the surrounding areas of the building or property. All hauling and disposal will be in accordance with Federal, State and Local regulations. Where possible, the Contractor is encouraged to recycle.

2. Sound Transit is committed to sustainability and waste reduction. The Contractor will minimize the generation of waste and will remove all waste materials and other debris upon completion of requested service. No disposal will be permitted on the surrounding areas of the building or property. All hauling and disposal will be in accordance with Federal, State and Local regulations. Where possible, the Contractor is encouraged to recycle.
  - a. The Contractor shall not be required to execute any dangerous waste manifests as a “generator”, and
  - b. Hazardous and contaminated substances encountered in the performance of Work shall be disposed of by the Contractor, utilizing an EPA Identification Number or other appropriate legal device obtained by, and carried in the name of, Sound Transit or a person designated by Sound Transit.
3. No debris shall be swept into the storm water system, if applicable to the site. Should debris enter the storm water system during the Contractor’s services, the Contractor shall be required to clean the affected area at no cost to Sound Transit.

CC. DAMAGE TO SOUND TRANSIT PROPERTY

The Contractor shall be solely responsible for any damage to Sound Transit equipment, systems and facilities caused by the Contractor’s employees while working at Sound Transit facilities or properties. The Contractor shall immediately contact the Sound Transit Project Manager if damage occurs.

DD. COVID-19 REQUIREMENTS

The following requirements are applicable to Contractor conducting essential work on Sound Transit field sites or office/facility sites. Contractor shall wear face coverings or medical procedure masks when conducting essential work on Sound Transit field sites or office/facility sites while interacting with other people.

As Washington State continues to open in phases, Contractor may need to work on Sound Transit field sites or office/facility sites in concurrence with Sound Transit’s designated project manager. The below hierarchy of protections are based on current guidance from the Centers for Disease Control (CDC), the governor’s office, and the Washington State Department of Labor & Industries.

Sound Transit’s goal is to ensure Contractor is educated, protected and properly equipped. Sound Transit encourages Contractor to adjust tasks to lessen exposure and conduct tasks within the lowest risk category. The requirements listed below are in addition to standard field Personal Protective Equipment (PPE) (if required), which includes a hard hat, safety vest, safety glasses, gloves and steel/composite-toe safety shoes.

**Low-Transmission Risk Category**

**Social distancing (workers can easily maintain at least 6 feet social distance full time) + face covering:** Under this method, intermittent passing (up to several times a day) that occurs closer than 6 feet is acceptable. Social distancing (at least 6 feet easily maintained full time) coupled with a face covering remains the most effective protection method. Contractor shall work with their Sound Transit’s Designated Project Manager and utilize this approach as the primary protection method site visits. Contractor shall always evaluate tasks and site visits to determine the feasibility of performing tasks under this risk category.

**Medium-Transmission Risk Category**

**Social distancing (workers can mostly maintain at least 6 feet social distance) + medical procedure mask:** Due to the increased risk, a medical procedure mask is required for all medium transmission risk category events. Contractor shall use this option only if necessary and fundamental to conducting a task. Social distancing (at least 6 feet is mostly maintained) coupled with a medical procedure mask is the next tier level and is reserved for job tasks that require several minutes of broken 6 feet social distance several times a day. Some Contractors may use this more

frequently than others, but everyone should continuously evaluate the work to determine if adjustments can enable completion under the low-transmission risk category.

**High- and Extremely High-Risk Categories**

**Sound Transit is NOT allowing any work above the Medium-Transmission Risk Category.** Contractor shall contact Sound Transit’s designated Project Manager for evaluation of any tasks that have a potential risk higher than medium. Sound Transit will assess options to help ensure worker safety. Contractor shall provide supporting evidence of why work completion falls outside parameters and protections of low- and medium-risk categories, as described above.

Contractor may have heard respiratory transmission protection described by various names, such as a face covering, medical procedure mask (surgical mask) and N95 mask (filtering face piece respirator). To ensure Contractor employees are wearing the appropriate protection consistent with the risk category for the performance of job tasks, it is important to understand the difference between these three types.

Type of Mask/Covering	Material	Purpose
Face Covering	Made from variety of materials, such as fleece, cotton or linen.	Contains the wearer's large droplets and helps protect others from transmission of these expelled droplets.
Medical Procedure Mask (surgical mask)	The masks are three-ply material consisting of a melt-blown polymer, most commonly polypropylene, placed between nonwoven fabrics.	FDA approved, contains the wearer's large droplets and helps protect others from transmission of the wearer's expelled droplets.
N95 Mask (filtering face piece respirator)	Typically electrostatic nonwoven polypropylene fiber.	The rating means this respirator reduces the wearer's exposure to fine particles, including small particle aerosols and large droplets, by 90% with proper fit testing and training on use.

Contractor shall contact Sound Transit's designated Project Manager relative to any questions or concerns regarding the new face covering requirements or applicable criteria for wearing respiratory transmission protection during all field sites or office/facility sites visits.

**EE. 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. This agreement is subject to the provisions included in Attachment B, Federal Clauses.
- 8. The person signing this agreement is authorized to sign this agreement on behalf of the Contractor.

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

\_\_\_\_\_ [Firm Name]  
\_\_\_\_\_ (Contractor)

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]

**Attachment B Federal Terms and Conditions**

**A. APPLICABILITY OF FEDERAL GRANT CONTRACT**

This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1, as amended. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in these documents.

Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Contractor agrees to accept all changed requirements that apply to this Agreement.

**B. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended, (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>), (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/CIRCULAR%204220.1F%28Document%29.docx>), as amended and the Master Grant Agreement (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/21-Master.pdf>), 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 Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Contractor shall comply with all such requirements.

Copies of the FTA Master Agreement are available from Sound Transit.

**C. FEDERAL FUNDING LIMITATION**

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

**D. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

**E. GOVERNING LAW/VENUE**

The laws of the State of Washington shall govern the interpretation of this Agreement or any disputes arising out of it, and the jurisdiction and venue of any action relating hereto shall be in the Superior Court for King County, Washington.

**F. CHANGES TO FEDERAL REQUIREMENTS**

Refer to Paragraph T of the Agreement.

**G. ACCESS TO THIRD PARTY CONTRACT RECORDS**

Refer to Paragraph Q of the Agreement.

**H. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

Refer to Paragraph K of the Agreement.

**I. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS**

1. The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Accordingly, by signing the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, cooperative agreement, or this Agreement. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**J. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

**K. ENERGY CONSERVATION**

The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

**L. ELECTRONIC AND INFORMATION TECHNOLOGY**

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Contractor agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

**M. TERMINATION**

Refer to Paragraph N of the Agreement.

**N. PATENT AND RIGHTS IN DATA**

Refer to Paragraph P of the Agreement.

O. FEDERAL CIVIL RIGHTS REQUIREMENTS

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

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. Specific requirements to implement Title VI and the Americans with Disabilities Act of 1990 are included in Sections 21 and 22, respectively, of this Agreement.
2. Equal Employment Opportunity - In addition to the provisions set forth in Section 15 of this Agreement, the following equal employment opportunity requirements apply to this Agreement:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disadvantaged Business Enterprises -- This Agreement is subject to the requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry

out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Sound Transit deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Specific requirements to implement 49 CFR Part 26 are included in Paragraph 2.16 of this Agreement.

The Contractor also agrees to include these requirements in each subcontractor agreement entered into under this Agreement, modified only if necessary to identify the affected parties. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

P. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing and submitting its proposal, the proposer certifies as follows:

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

Q. LOBBYING CERTIFICATION AND DISCLOSURE

1. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of an Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractors and Subcontractors at any time 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 any 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. The Contractor shall submit the "Certification Regarding Lobbying," included in the Request for Proposals. The Contractor's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall



certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the Agreement, the Contractor agrees to comply with these laws and regulations

2. If the Contractor has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the Contractor must disclose these activities. In such a case, the Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.
3. The Contractor and any subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
  - b. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
  - c. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

#### R. CLEAN WATER

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

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.

#### S. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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.

#### T. DISPUTES AND REMEDIES

**RESOLVING CONFLICTS:** Sound Transit and the Contractor agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations and the principles of Project Partnering by engaging in the following Dispute Resolution Process should any such disputes arise:

##### 1. Level One

The Project Manager for Sound Transit, the Project Manager for the Contractor and the Project Managers for any subcontractors involved in the services that gives rise to the dispute shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot do so, they pass the dispute to Level Two.

##### 2. Level Two

The Department Director shall make a decision regarding the dispute, after conferring with the Contractor as may be necessary.

In the event the Contractor disagrees with the decision of the Department Director, the disputes shall be referred to mediation as a condition precedent to the commencement of

a civil action in the Superior Court of King County. At all times during the course of the conflict or dispute resolution efforts the Contractor agrees to continue to perform the services with due diligence.

**U. TEXT MESSAGING WHILE DRIVING**

The Contractor, including its subcontractors and subcontractors, is encouraged to avoid unsafe practices while driving a vehicle in the course of contract work with Sound Transit and while on Sound Transit property or jobsites.

**V. BUY AMERICA REQUIREMENTS**

1. The Contractor agrees to comply with the requirements of FTA Title 49 US Code, Chapter 53, section 5323(j) and the applicable regulations of 49 CFR Part 661.5, which provide 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 the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR Part 661.7. Separate requirements for rolling stock are set out in 49 CFR Part 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
2. A proposer or offeror must submit to Sound Transit the appropriate Buy America certification, attached herein, with all proposals or offers on FTA-funded contracts, except those subject to a general waiver, per 49 CFR Part 661.7. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
3. Whether or not a Proposer certifies that it will comply with the applicable requirement, Proposer will be bound by its original certification and is not permitted to change its certification after the time that the Proposal is submitted, except for clerical error. A Proposer that certifies that it will comply with the applicable Buy America requirements may not change its certification at any point, and is not eligible for waiver of those requirements (per 49 CFR Part 661.13(c)).
4. If the Proposer is unable to certify compliance, but believes that 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 CFR 661.7, Sound Transit, on behalf of the Proposer, will tender the request for waiver(s) to the FTA for review and approval. Sound Transit does not warrant that any such request will be acted upon in accordance with the Proposer's time frame. Failure to obtain a waiver will not relieve the Proposer of its responsibilities under this Section.

**END OF ATTACHMENT B**



**EXHIBIT B CONTRACTOR SAFETY ACTION PLAN**  
**SUBMIT UPON REQUEST**

**Date Form Completed** \_\_\_\_\_

GENERAL INFORMATION

Your Name	
Company Name	
Company Address	
Company City	
Company State	
Company Zip	
Contact Number	

**Please Detail the Proposed Scope of Work:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Location of Project/Work \_\_\_\_\_

Anticipated timeframe of project, from \_\_\_\_\_ (date) to \_\_\_\_\_

On-Site Supervisor (print) \_\_\_\_\_ Phone \_\_\_\_\_

On-Site Safety or EIC (name) \_\_\_\_\_ Phone \_\_\_\_\_

Sound Transit Project Manager \_\_\_\_\_ Phone \_\_\_\_\_

**II. PROJECT SPECIFIC SAFETY HAZARDS**

List the minimum required PPE:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Check the boxes for the hazards or concerns identified for the tasks associated with the scope of work (i.e., fall hazards, hot work, respiratory hazards, confined space, scaffold). **A plan must be submitted for review by Sound Transit for any of the following that are checked:**

- Scaffold Safety
- Cranes/Rigging
- Excavation
- Utility Clearance and Overhead Hazards
- ROW Training
- Fall Protection/Bridge Worker Safety
- Confined Space
- Lockout/Tagout
- Hazardous Waste
- Hearing Conservation
- Respiratory Protection
- Hazard Communications
- Fire Protection/Prevention
- Powered Industrial Trucks and Forklifts
- Bloodborne Pathogen

Other: \_\_\_\_\_

Other: \_\_\_\_\_

List measures or controls the Contractor is implementing to mitigate these hazards and/or safety concerns:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### III. JOB SAFETY BRIEFINGS

The below statements **must be checked** and implemented within your Safety Plan; by checking these statements you affirm that they will be accomplished. This Safety Action Plan will not be accepted unless these are checked.

- Job Safety Briefings will be completed at the start of the work shift and as needed during the course of the day, e.g., personnel changes, weather changes, and/or changes in assignments.*
- Job Safety Briefings will include Emergency Response Information and summarize the location and emergency contact numbers.*

### IV. EMPLOYEE TRAINING

The below statements **must be checked** if they apply and implemented within your Safety Plan; by checking these statements you affirm that they will be accomplished. This Safety Action Plan will not be accepted unless these are checked.

- All employees working on a Sound Transit site have completed a job specific Worker Safety Orientation Program.
- All employees working on Central Link, who will be working within 10' of track, have completed a Sound Transit Roadway Worker Protection/On-Track Safety Training, or who are working within 25' of BNSF or Sound Transit commuter rail track have completed both BNSF Contractor Orientation and Roadway Worker Protection classes.
- All work activities within 4' of Tacoma Link rail, 10' of Central Link rail or within 25' of BNSF or Sound Transit commuter rail track require a completed and approved Track Access/Work permit.

List below other required safety training conducted by/through the Contractor company for your employees who will be working on Sound Transit property. Copies of training programs do not need to be provided. Safety Training must be conducted by/through the Contractor company.

- Identify the project competent person for those tasks, equipment, or machinery that requires related training.

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**V. EMERGENCY PREPAREDNESS**

Written Emergency Preparedness information needs to be at the job-site with work groups. For projects in fixed work locations complete the following. For work groups that will be on the move during the course of a project this information needs to be updated as necessary and maintained with each work group.

<b>Central Link Control Center:</b>	<b>(206) 205-8177</b>
<b>Sound Transit 24-hour Emergency:</b>	<b>(206) 398-5268</b>
<b>BNSF ROCC:</b>	<b>(800) 832-5452</b>

The below statements **must be checked** and implemented within your Safety Plan; by checking these statements you affirm that they have been accomplished. This Safety Action Plan will not be accepted unless these are checked.

- Job Safety Briefings will include emergency preparedness information.
- Copies, if required, of Material Safety Data Sheets (MSDSs) for hazardous materials will be provided to the Sound Transit Project Manager and be maintained on-site.

Address and street intersections adjacent to the job-site:

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**For Medical, Fire, or Police Call 911.**

**Inform all employees of the site address and/or major adjacent intersections.**

**Attach a hospital route map to this Safety Action Plan**

Verify project communications:     Landline     Radio     Cellular telephone

The below statements **must be checked** and implemented within your Safety Plan; by checking these statements you affirm that they will be accomplished. This Safety Action Plan will not be accepted unless these are checked.

- First Aid and CPR trained employees will be at the job-site(s) and identified during job safety briefings.
- A First Aid Kit and fire extinguisher will be available at the job-site.

Note: Identify and assign where an employee will meet emergency response personnel, i.e. at an intersection, gate/fence, and other location

- The Sound Transit Project Manager will be notified immediately after any injury requiring time loss, and within 24 hours for any DOSH recordable injury. All injury or property loss incidents will be investigated using root cause analysis. Investigation reports will be submitted to Sound Transit within 5 business days and will include root causes and corrective actions.
- The Sound Transit Project Manager will be notified immediately after any spill to soil, stormwater systems or a water body, or large enough that it cannot be contained by one on-site person, and within 24 hours for any spill greater than 5 gallons that was contained onsite. All spill incidents will be investigated using root cause analysis. Spill reports will be submitted to Sound Transit within 5 business days, and will include root causes and corrective actions.

#### VI. FIRE PREVENTION

Hot Work activities will be performed?  Yes  No

The below statements **must be checked** and implemented within your Safety Plan; by checking these statements you affirm that they will be accomplished. This Safety Action Plan will not be accepted unless these are checked.

- Hazard Assessment activities and Pre-task safety briefing will identify procedures and equipment available for fire prevention and suppression as well as locations where equipment will be staged.
- In Right-of-Way areas, Sound Transit Operations will be contacted to confirm approval for hot work and document restrictions. Ensure location is known for emergency assistance.

#### VII. SAFETY AUDITING

Formal safety audits/surveillance of on-site work activities will be conducted at the following frequency, e.g. twice/week, weekly:

The below statements **must be checked** and implemented within your Safety Plan; by checking these statements you affirm that they will be accomplished. This Safety Action Plan will not be accepted unless these are checked.

- Assessments will include a full list of work activities, safety procedures, hazard mitigation, site controls as well as the identification of physical hazards.
- Reports of audit findings will be documented and submitted for review by Sound Transit Construction Safety.

Identify the Contractor person who will conduct and/or review Safety Audits with the Sound Transit safety representative:

Name (print): \_\_\_\_\_ Phone: \_\_\_\_\_

**VIII. SAFETY COMMUNICATIONS PLAN**

In addition to Job Safety Briefings, briefly describe the daily pre-task briefing for safety-related information and a list of all site personnel that participated in the daily site briefing.

Briefing Topic: \_\_\_\_\_  
\_\_\_\_\_

List All Meeting Attendees (print):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. ROADWAY WORKER PROTECTION/ON-TRACK SAFETY INFORMATION**

For Contractor personnel working near track or on station platforms, check what applies to your work group and verify that the following items are in place before starting work:

- Completed applicable Roadway Worker Protection Plan/On-Track Safety Programs
  - Tacoma Link     Central Link     Sounder/BNSF     Amtrak
- Will require and have been assigned a safety watch, flagger or platform lookout
- Track Access/Work Permit approved and activated
- Will utilize or require on-track equipment with trained and certified operators
- Not Applicable (No workers within specified distances by line from track)

THIS COMPLETED SAFETY ACTION PLAN SHALL BE SUBMITTED TO THE SOUND TRANSIT PROJECT MANAGER. ADDITIONALLY, PRINT A COPY OF THIS SAFETY ACTION PLAN. KEEP A COPY AT ALL WORK SITES AND GIVE ONE TO EACH OF YOUR ON-SITE WORK-GROUPS.

FOR CONTRACTOR WORK GROUPS WORKING WITHIN OR NEAR A RIGHT OF WAY, A COPY OF YOUR ROADWAY WORKER PROTECTION/ON-TRACK SAFETY PROGRAM MUST BE MAINTAINED WITH EACH WORKGROUP.

**END CONTRACTOR SAFETY ACTION PLAN**

## Electronic Response Submission (eFile)

Depending on the solicitation type selected by Sound Transit, you may have the ability to submit your response to a solicitation electronically through Sound Transit’s Vendor Portal using eFile Submission. eFile Submission is an electronic process that enables vendors to respond to and submit bid responses through electronic submission by uploading relevant files and attachments.

Users can easily see if Sound Transit is accepting electronic submissions for a given solicitation in the “Solicitation Overview” section under “Quick Glance at this bid”. Sound Transit may choose to accept online electronic submissions only, or either electronic or paper submissions.

**Solicitation Overview**

**Sound Transit**  
Type 3 Test Solicitation

AE 0035-20

Closing Date: 02/20/2020 05:00:00 PM PT

Detail:  
Type 3 Test Solicitation  
PLEASE REFER TO THE ASSOCIATED DOCUMENT(S) FOR FURTHER DETAILS - THANK YOU.

Solicitation Number	AE 0035-20	Closing Date	02/20/2020 05:00 PM PT
Solicitation Name	Type 3 Test Solicitation	Status	Open for Bidding
Published Date	02/13/2020	Question Deadline	02/19/2020 12:00:00 PM PT

**Want to bid on this opportunity?**

1. Download the bid document(s); [Go to Download Document](#)
2. Review them thoroughly;
3. Complete and submit your responses following the instructions in the documents.

**Quick Glance at this bid**

<input checked="" type="checkbox"/>	<b>Online submission only (eBid)</b> Sound Transit is only accepting online responses submitted for this bid.
<input checked="" type="checkbox"/>	<b>Q&amp;A Board</b> Any questions about this bid? Click here to submit them. Sound Transit may post responses here or may issue an addendum responding to your questions. <a href="#">Go to Q&amp;A Board</a> →

Electronic submissions are initiated from the “Solicitation Documents” section by selecting “Online Submission” to access the electronic submission page.

**Solicitation Document(s)**

Document(s) Available for Download **1** [Download All Available Document\(s\)](#)

Document(s) Not Available for Download **0**

**eSubmission** Submit response directly online. [Online Submission](#)

From the electronic submission page, users can upload documents using the following steps:

- Select “Choose File” to select a file for upload
- Provide a description of your file
- Click “Upload Document”

Attach Files for Online Submission

The screenshot shows the 'Attach Files for Online Submission' interface. At the top right, there is a button labeled 'Click to attach more file(s)'. Below this is the 'EFile Response Attachment' section, which includes a 'Document' field with a 'Choose File' button and the text 'Bid Raponse...35-20.docx', and a 'Description' field with the text 'Bid Response Packet'. Below the form is an 'Upload Document' button. Underneath is a table with columns: Doc No., File Name, Description, File Size (KB), and Upload Date. The table contains the text 'No Data Found'. At the bottom right of the table is a 'Delete Selected (0)' button, and at the bottom center is a 'Review Response Before Submission' button.

Users can delete a file by selecting the red “X” to the right of the file record.

Attach Files for Online Submission

The screenshot shows the 'Attach Files for Online Submission' interface. At the top right, there is a button labeled 'Click to attach more file(s)'. Below this is the 'EFile Response Attachment' section, which includes a 'Document' field with a 'Choose File' button and the text 'No file chosen', and a 'Description' field. Below the form is an 'Upload Document' button. Underneath is a table with columns: Doc No., File Name, Description, File Size (KB), and Upload Date. The table contains one record with the following data: Doc No. 1, File Name 'Bid Response to AE 0035-20.docx', Description 'Bid Response Packet', File Size (KB) 11, and Upload Date '02/19/2020 12:41:51'. A red 'X' icon is visible in the rightmost column of the table. At the bottom right of the table is a 'Delete Selected (0)' button, and at the bottom center is a 'Review Response Before Submission' button.

To attach multiple files in your submission at once, select “Click to attach more file(s)”.

Attach Files for Online Submission

When you are done uploading, ensure you see all files listed with their File Name, Description, File Size, and Upload Date. It is recommended that you double check all uploaded documents prior to submitting your bid response.

<input type="checkbox"/>	Doc No.	File Name	Description	File Size (KB)	Upload Date	
<input type="checkbox"/>	1	<a href="#">Attachment 1 for AE 0035-20 Response.docx</a>	Attachment 1	11	02/19/2020 12:49:32	✘
<input type="checkbox"/>	2	<a href="#">Bid Reponse to AE 0035-20.docx</a>	Bid Response Packet	11	02/19/2020 12:49:32	✘

Delete Selected (0) >

Review Response Before Submission >

Once all uploaded documents have been reviewed and you are ready to submit, users can proceed with submission:

- Select “Review Response Before Submission”
- If applicable, acknowledge any amendments by clicking the checkbox next to each amendment
- Agree to the Terms of Use
- Select “Submit”

Document for **Type 3 Test Solicitation**

**Bid Response Checklist and Submission Form**

- You have not yet submitted your eBid response.** In order to submit your bid, please complete the following:
1. Complete all required items, including acknowledgement of amendments and agreement to the Terms of Use.
  2. Click the **Submit** at the bottom of the Bid Response Checklist and Submission Form.

Doc No.	File Name	Description	File Size (KB)	Upload Date
1	<a href="#">Attachment 1 for AE 0035-20 Response.docx</a>	Attachment 1	11	02/19/2020 16:19:15
2	<a href="#">Bid Response to AE 0035-20.docx</a>	Bid Response Packet	11	02/19/2020 16:19:15

Legend: ✔ Required Fields Complete ✘ Required Fields Incomplete □ Optional

**Addendum / Amendment Confirmation**

I (the vendor) acknowledge and accept all addenda and amendments issued.

Confirm	Seq	Addendum/Amendment Number	Addendum/Amendment Name
<input checked="" type="checkbox"/>	1	Amendment 1	Updated Solicitation Scope

**Electronic Bid Response Terms of Use**

By completing and submitting this Electronic Bid Response Form:

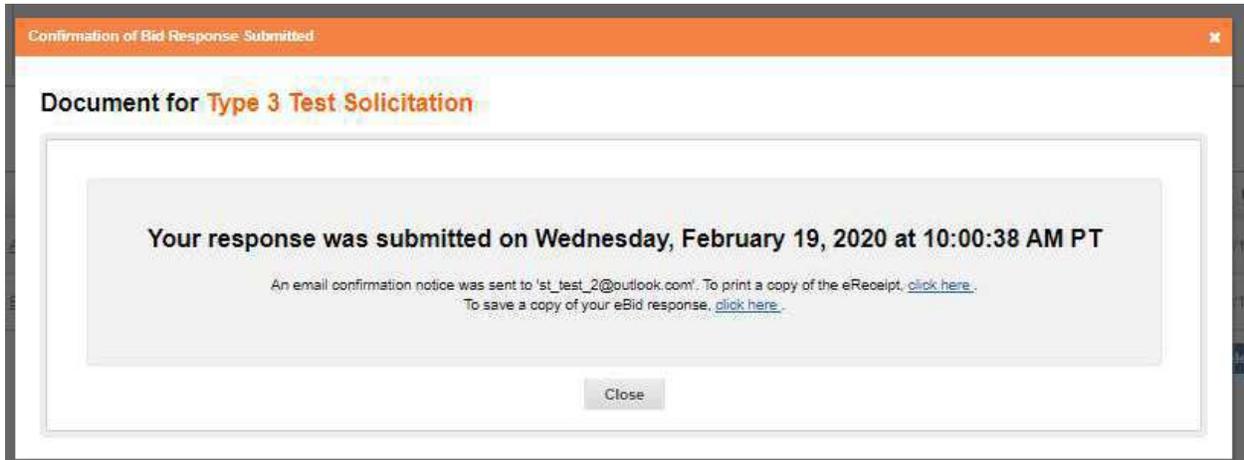
1. I confirm that I have the authority to submit this Electronic Bid Response Form on behalf of my company.
2. I confirm that all the information submitted on the Electronic Bid Response Form is true and complete to the best of my knowledge.
3. I understand that failure to provide complete and correct information may result in my bid response being disqualified.
4. I understand that the information provided on the Electronic Bid Form will be accessed by the organization(s) publishing the bid, which may make some or all the information provided a matter of public record according to its bylaws.
5. I understand that Biddingo.com cannot guarantee uninterrupted working of the service for reasons beyond its control and that Biddingo.com will make reasonable efforts to restore the service.

**Until you have received the electronic receipt for your bid submission you have not submitted your bid.**

I have read and agree to the Terms of Use.

Cancel **Submit**

Upon submission, users will see a pop-up confirming their response was submitted, and after clicking “Close” will see a timestamped submission status in the top right corner of the screen. Additionally, if your eFile Submission was successful, you will receive an E-Receipt via e-mail at the address you used to register for Sound Transit’s Vendor Portal.



Bid closed in: **1 day 06:56:53**  
 Submission Status: | Last Submission on Wednesday, February 19, 2020 at 10:00:38 AM PT |

Attach Files for Online Submission

[Click to attach more file\(s\)](#)

**EFile Response Attachment**

Document: [Choose File](#) | No file chosen

Description:

[Upload Document](#)

<input type="checkbox"/>	Doc No.	File Name	Description	File Size (KB)	Upload Date	
<input type="checkbox"/>	1	<a href="#">Attachment 1 for AE 0035-20 Response.docx</a>	Attachment 1	11	02/19/2020 12:49:32	<input type="checkbox"/>
<input type="checkbox"/>	2	<a href="#">Bid Response to AE 0035-20.docx</a>	Bid Response Packet	11	02/19/2020 12:49:32	<input type="checkbox"/>

[Delete Selected \(0\)](#)

[Review Response Before Submission](#) >   
 [Withdraw my eBid Response](#) >

Users can edit their submission as many times as they wish prior to bid closure. To edit your electronic submission, go to the “Solicitation Documents” section, and select “Online Submission”. This will take you to the electronic submission page where you can edit or delete existing documents, or upload additional documents. **To submit any edits to your electronic submission, be sure to select “Review Response Before Submission” to walk through the full submission process again.**

Attach Files for Online Submission

[Click to attach more file\(s\)](#)

**EFile Response Attachment**

Document:  No file chosen

Description:

<input type="checkbox"/>	Doc No.	File Name	Description	File Size (KB)	Upload Date	
<input type="checkbox"/>	1	<a href="#">Attachment 1 for AE 0035-20 Response.docx</a>	Attachment 1	11	02/19/2020 12:49:32	✖
<input type="checkbox"/>	2	<a href="#">Bid Response to AE 0035-20.docx</a>	Bid Response Packet	11	02/19/2020 12:49:32	✖

Users can withdraw their submission at any time prior to bid closure. To withdraw your electronic submission, go to the “Solicitation Documents” section, and select “Online Submission”. This will take you to the electronic submission page where you can withdraw your submission by selecting “Withdraw my eBid Response”.

Attach Files for Online Submission

[Click to attach more file\(s\)](#)

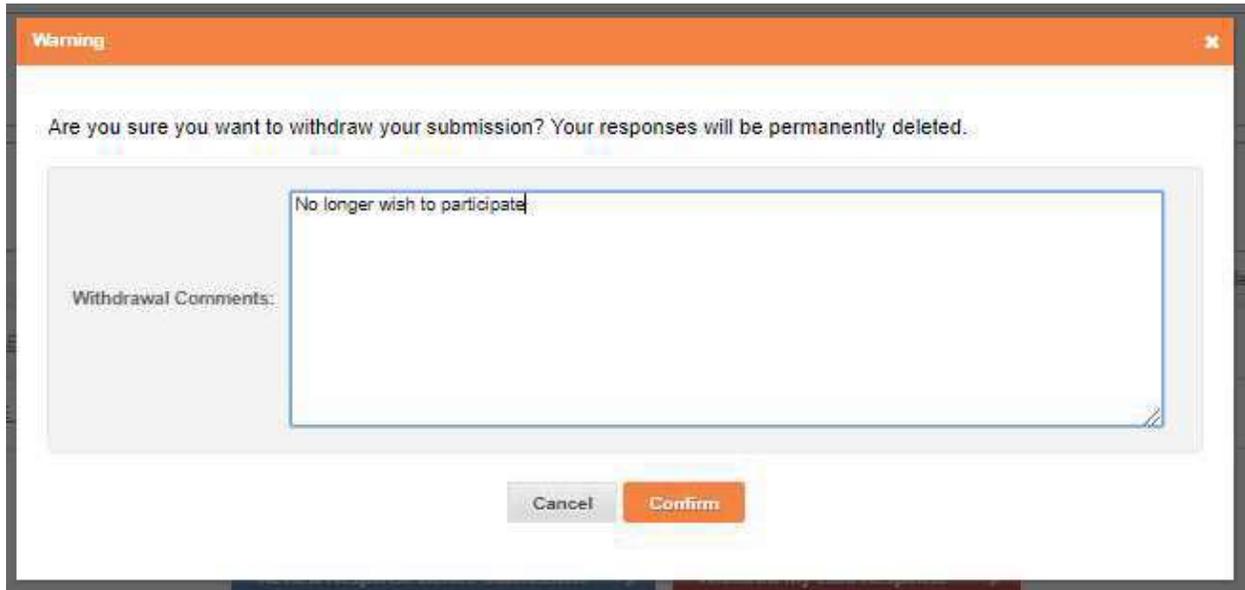
**EFile Response Attachment**

Document:  No file chosen

Description:

<input type="checkbox"/>	Doc No.	File Name	Description	File Size (KB)	Upload Date	
<input type="checkbox"/>	1	<a href="#">Attachment 1 for AE 0035-20 Response.docx</a>	Attachment 1	11	02/19/2020 12:49:32	✖
<input type="checkbox"/>	2	<a href="#">Bid Response to AE 0035-20.docx</a>	Bid Response Packet	11	02/19/2020 12:49:32	✖

To complete the withdrawal process, enter withdrawal comments and select “Confirm”.

A screenshot of a web browser warning dialog box. The title bar is orange and contains the word "Warning" and a close button. The main text of the dialog asks, "Are you sure you want to withdraw your submission? Your responses will be permanently deleted." Below this text is a text input field with the label "Withdrawal Comments:" on the left. The input field contains the text "No longer wish to participate". At the bottom of the dialog are two buttons: "Cancel" and "Confirm".

If a user wishes to resubmit after withdrawal, they must re-start the electronic submission process from the beginning.

A dedicated customer support team is available to assist you with questions or technical support for electronic bid submission, and are available by telephone or e-mail during regular business hours. Please see “Additional Support” for contact information.

## Additional Support

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A dedicated customer support team is available to assist you with your questions and to provide technical system support Monday through Friday, between 8:30AM–5:30PM Pacific Time. If you need assistance resetting your password or deactivating your account, please contact us by telephone or e-mail.

- Telephone: (323) 206-4114
- E-mail: [info@biddingo.com](mailto:info@biddingo.com)