

 **Pierce Transit**
3701 96th Street SW
Lakewood, WA 98499-4431

PIERCE TRANSIT

REQUEST FOR PROPOSALS (RFP) # 1169

FOR

EXECUTIVE RECRUITMENT AND SELECTION SERVICES

TABLE OF CONTENTS

	REQUEST FOR PROPOSALS ADVERTISEMENT
Section I.	GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS
Section II.	SCOPE OF SERVICES
Section III.	PROPOSAL EVALUATION AND AWARD OF CONTRACT
Section IV.	BID FORM
Attachment	SAMPLE CONTRACT
	SAMPLE CONTRACTOR COVID-19 PREVENTION PLAN

**PIERCE TRANSIT
REQUEST FOR PROPOSALS # 1169
For**

EXECUTIVE RECRUITMENT AND SELECTION SERVICES

PIERCE TRANSIT is a municipal corporation with administrative offices located at 3701 96th Street SW, Lakewood, Washington 98499. Pierce Transit is requesting proposals from firms qualified and interested in providing executive recruitment and selection services.

Request for Proposals documents are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on: “Posted Projects”; “Goods and Services”, “Pierce Transit”, and “Projects Bidding”. Bidders are encouraged to “Register as a Bidder”, in order to receive automatic email notification of future addenda and to be placed on the “Bidders List”. This service is provided **free of charge to Prime Bidders, Subcontractors, & Vendors bidding this project. This online plan center provides bidders with fully usable online documents, including time saving on-line digitizer/take-off tools; automatic addenda notification; viewing and or printing plans, details, & specifications at your own desk top printer, plotter, or from multiple reprographic houses utilizing on-line print order form. Contact Builders Exchange of Washington at **425-258-1303** should you require further assistance.**

A pre-proposal meeting will not be held.

Proposals will be accepted until **3:00 pm Pacific Time January 27, 2021**, and may be submitted electronically to Amber Liebel, Contract Coordinator: **email: alieber@piercetransit.org**

ADVERTISED: Tacoma Daily Index
Daily Journal of Commerce
OMWBE

**SECTION I.
GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

1. INTRODUCTION

Pierce Transit (sometimes referred to herein as “Agency”) is requesting proposals from firms qualified and interested in providing executive recruitment and selection services.

2. INTERPRETATION AND INQUIRIES OF RFQ DOCUMENTS PRIOR TO SUBMITTAL

If any person contemplating submitting a proposal is in doubt as to the true meaning of any provision or part of the RFP or finds discrepancies in, or omissions from such documents, they may submit to Pierce Transit a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP will be made only by addendum and will be delivered to each person receiving a set of such documents. Pierce Transit will not be responsible for any other explanation or interpretation of the RFP.

All questions, comments, concerns or requests for clarifications regarding the contents and requirements of the RFP documents shall be electronically submitted to the Pierce Transit Representative noted in paragraph 3. below.

3. PIERCE TRANSIT REPRESENTATIVE

Submit questions and Proposal to:

Name	Title	Phone	Email
Amber Liebel	Contract Coordinator	253.581.8085	aliebel@piercetransit.org

Communications with Pierce Transit employees other than the employee listed above will not be permitted and may cause disqualification of the Consultant involved.

4. SUBMITTALS

Each Consultant shall submit their Proposal no later than **3:00 p.m. on January 27, 2021**, and addressed to the Pierce Transit Representative noted above.

THE RESPONSIBILITY FOR THEIR ON-TIME DELIVERY OF PROPOSALS TO PIERCE TRANSIT IS WHOLLY UPON THE PROPOSER.

5. PROPOSERS' ACKNOWLEDGMENT

By submitting a proposal each proposer will be deemed to have certified to Pierce Transit that the proposer has fully investigated and become completely familiar with the RFP requirements. Pierce Transit will not consider claims for additional compensation based upon the proposer's lack of knowledge of such documents, statutes, regulations, resolutions or conditions. Occasions may arise that require clarification of the RFP. Proposer shall rely only on written addenda provided by Pierce Transit in submitting or revising proposals. **In no event should a prospective proposer submit a proposal based upon an oral interpretation of the RFP by any Pierce Transit staff or by any other firm or individual not associated with Pierce Transit.**

6. ORGANIZATIONAL CONFLICT OF INTEREST (OCOI)

At the discretion of Pierce Transit any person, firm or subsidiary thereof who has provided or will be providing consulting services for the Project listed in the Scope of this RFP may only secure follow-on

work on the Project after participating in a new, open solicitation process. All non-proprietary data and analysis generated by this Project's scope of work will be in the possession of Pierce Transit and be available to all firms participating in any follow-on solicitation process.

7. CONFIDENTIALITY OF PROPOSALS

Confidentiality of proposals is considered by Pierce Transit as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the Washington State Public Records Act, Chapter 42.56 RCW. A proposal, or portions of a proposal marked "confidential" does not prohibit Pierce Transit from releasing documents it is obligated to disclose pursuant to Chapter 42.56 RCW.

8. PROTEST AND/OR APPEAL

Any actual or prospective proposer, including subconsultants showing a substantial economic interest in the Project, that is allegedly aggrieved in connection with the solicitation or award of this Contract may protest to Pierce Transit in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this RFP which are apparent prior to the date established for submission of proposals, shall be submitted to and received by Pierce Transit's Procurement Manager no later than seven (7) calendar days prior to said date. Protests based on other circumstances shall be submitted to and received by Pierce Transit's Procurement Manager within seven (7) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based, provided, however, that in no event shall a protest be considered in the event all proposals are rejected.

9. ADDITIONAL LANGUAGE

Pierce Transit reserves the right to introduce additional terms and conditions at the time the final Contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

10. COSTS TO PROPOSE

Pierce Transit is not liable for any costs incurred by a proposer in the process of responding to this RFP, including but not limited to the costs of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

11. NO OBLIGATION TO CONTRACT

This RFP does not obligate Pierce Transit to negotiate a contract for service(s) specified herein.

**SECTION II
 SCOPE OF SERVICES**

INTRODUCTION

Pierce Transit is requesting proposals from interested firms to provide executive recruitment and selection services.

BACKGROUND

Pierce Transit is a municipal corporation formed under authority of Chapter 36.57A of the Revised Code of Washington. Founded in 1979, Pierce County Public Transportation Benefit Area Corporation (Pierce Transit) is a nationally recognized leader in the public transportation industry. Pierce Transit covers 292 square miles of Pierce County with roughly seventy percent (70%) of the county population. Serving Washington’s second largest county, Pierce Transit provides three (3) types of service, Fixed Route, SHUTTLE paratransit and Vanpools that help get passengers to jobs, schools and appointments.

The agency has over 991 budgeted positions with most being included in the bargaining unit of the Amalgamated Transit Union, Local #758. Pierce Transit is governed by a nine-member Board of Commissioners. They are responsible for adopting policies that govern the operation of the transit agency and its services. The Board employs a Chief Executive Officer to carry out the day to day management and administration of the system with an executive team consisting of the CFO, COO, Executive Director or Administration, Executive Director of Planning & Community Development, and the Executive Director of Maintenance.

PRELIMINARY MILESTONES SCHEDULE

DATE	ACTIVITY
January 13, 2021	Public advertisement of Request for Proposals
January 27, 2021	Proposals due on or before 3:00 pm Pacific Time
Week of February 1, 2021	Selected firms notified of interviews and notification to unsuccessful firms
Week of February 1, 2021	Interviews with selected firms, as needed
Week of February 8, 2021	Negotiations with selected firm
Week of February 15, 2021	Contract execution

SCOPE OF WORK

It is the intention of Pierce Transit to retain a qualified Consultant to assist with filling executive level positions to include the Chief Executive Officer on an as-needed basis. Assignments will be issued by task order, and may include, but not be limited to:

- Advise Pierce Transit on selection processes that would achieve the best results for the organization.
- Conduct a national, statewide and regional search to identify well-qualified and motivated candidates.
- Develop a candidate profile as well as a recruitment and selection plan based on interviews with Pierce Transit and any other identified parties.
- In the case of a Chief Executive Officer recruitment, the Consultant shall work with and report to the Pierce Transit Board of Commissioners and/or their designee.
- Thoroughly advertise and conduct a recruitment for potential candidates, interview, screen and

SECTION II. Scope of Services
Executive Recruitment and Selection Services
RFP # 1169

evaluate interested applicants. Such evaluations would include in-depth interviews in person, appropriate preliminary inquiries into references and background, and careful assessment of each candidate's strengths and weaknesses against the specification for the position. The Consultant will provide Pierce Transit with the unfiltered results of thorough reference and background checks for candidates.

- Recommend a short list of 3-6 of the most qualified and competitive candidates to interview. Recommendations shall include a factual evaluation of each candidate.
- Observe the principles of equal opportunity in employment and avoid unlawful discrimination against qualified candidates. Comply with all state, local and federal laws related to fair hiring practices, including Pierce Transit's personnel manual and other policies, rules and procedures related to recruitment.
- Keep Pierce Transit informed through the process by providing ongoing progress reports that include the market response to the search, any obstacles to identifying or attracting candidates, and the adherence to the recruitment schedule.
- Coordinate with Pierce Transit and the applicants to set up interview dates and times, and provide evaluation tools.
- Assist and provide guidance in the final selection of the candidate and provide assistance in the negotiation of employment terms with the selected candidate.
- If the final candidate does not maintain employment with Pierce Transit for at least one year, conduct a second recruitment without further charge to Pierce Transit.
- Strong emphasis must be placed on generating a diverse pool of qualified applicants, to include women and minorities.

**SECTION III.
PROPOSAL EVALUATION AND AWARD OF CONTRACT**

1. PROPOSAL CONTENT REQUIREMENTS

Proposals are limited in size to thirty (30) single-sided pages of letter-size sheets of paper. Fifteen (15) double sided sheets are also acceptable. The format shall be eight and one-half inch by eleven-inch (8 ½" x 11") size pages. If foldout sheets are used, please identify. The page limit excludes the required forms in Section IV of this RFP. *The following items must be addressed in the following order to allow for a fair evaluation of the Consultant qualifications and capabilities in accordance with the criteria listed in Item 2. B, titled "Evaluation Criteria".*

A. Cover Letter

Identify the person to contact during this RFP process. Include name, phone number and email address, and a brief introduction of the Consultant team. An authorized individual capable of committing the resources of the lead consultant should sign the letter.

B. Key Personnel and Experience

A concise summary of the Consultant Team's organization, experience, qualifications, and responsibilities, highlighting the relevant experience of the key support personnel to demonstrate expertise with executive recruitment and selection services.

C. Project Approach

Provide a brief description of Consultant Team's approach to effectively complete executive recruitment and selection services by providing a description of tools and/or methods used to develop a recruitment and selection plan, candidate evaluations, reporting, etc.

D. Successful Completion of Past Projects

Describe your record of performance on contracts with similar services with other government agencies or public bodies, including such factors as cost control, meeting schedule deadlines, cooperation and responsiveness.

E. Compensation

Clearly define and identify costs for services to include fees, hourly rates, and reimbursable expenses not included in other fees or rates as applicable.

F. References

A minimum of three (3) references from government agencies or public bodies whom the Consultant has performed similar services within the past four (4) years and whom Pierce Transit may contact regarding the Consultant's past work and ability to meet project objectives.

Provide the following for each reference:

- Name of the client organization including address
- Primary client contact name, title, telephone number and e-mail address
- Description of services provided and the term of the contract
- Time period in which work was accomplished

2. EVALUATION OF PROPOSALS

SECTION III. Proposal Evaluation and Award of Contract
Executive Recruitment and Selection Services
RFP # 1169

Proposals will be evaluated by Pierce Transit to determine which proposal, if any, should be accepted in the best interest of Pierce Transit. Pierce Transit at its sole discretion reserves the right to accept or reject proposals submitted and to waive any informalities and minor irregularities and to request additional information required to fully evaluate the proposals.

This RFP includes the Evaluation Criteria. The Evaluation Criteria can only be modified in the form of an Amendment by Pierce Transit.

A. Opening of Proposals

Proposals will not be publicly opened.

B. Evaluation Criteria

The criteria to be used in the evaluation are as follows:

1. Cost and reasonableness of fees: 25 points
2. Performance on previous assignments related to executive search and placement, demonstrating experience with transit placements at the executive level: 25 points
3. Qualifications and experience of Consultant's personnel: 20 points
4. Project approach identifying tools and/or methods used to successfully complete executive level recruitments: 15 points
5. References: 15 points

C. Selection Process

Proposals will be reviewed and ranked according to the Evaluation Criteria. The evaluation may include interviews with any or all respondents if the Evaluation Committee finds that further clarification of the proposals is required. Interviews, if any, will give the Consultant the opportunity to further present their team and qualifications and will allow for questions from the Evaluation Committee. Upon completion of its evaluation, the Evaluation Committee will rank the proposals received and recommend the top firm to enter into negotiations for a contract. If negotiations fail to produce a contract, Pierce Transit will enter into negotiations with the second firm on the list. This process will repeat until a contract has been signed.

3. POSTPONEMENT

Pierce Transit reserves the right to postpone or cancel this RFP for its own convenience.

4. MODIFICATION OF SUBMITALS

A modification of a proposal already received will be considered only if the modification is received prior to the time and date established for submittal. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

5. AWARD OF CONTRACT

Within sixty (60) days after the deadline for submittal of the proposals, Pierce Transit will act either to award a contract or to reject all proposals. The acceptance of a proposal will be evidenced by a notice of award of Contract in writing, delivered in person or by mail, to the firm whose proposal is in the best interest of Pierce Transit. No other act of Pierce Transit shall constitute acceptance of a proposal.

SECTION III. Proposal Evaluation and Award of Contract
Executive Recruitment and Selection Services
RFP # 1169

6. SAMPLE PERSONAL SERVICES CONTRACT

Attached for your reference is a sample of Pierce Transit's Personal Services Contract.

7. SAMPLE CONTRACTORS COVID-19 PREVENTION PLAN

Every Contractor performing services on any Pierce Transit property must submit a Contractor's COVID-19 Prevention Plan prior to performing work. Attached is an example of the requirements the Plan must contain.

BID FORM

Bidder shall provide costs and fees in their own format that include clearly identified rates and fees.

ADDENDA

Receipt of Addenda numbered _____, _____, _____, is hereby acknowledged.

Firm Name

Authorized Signature

Address

Printed Authorized Signature

City, State, Zip

Title

Telephone

Date

UBI No.

Email

Additional Required Proposer Disclosure (per 49 CFR 26.11):

Failure to complete this section could cause statement of qualification to be non-responsive.

All three (3) questions must be completed.

1. Is this company (the prime consultant) a certified Disadvantaged Business Enterprise

(DBE) or a certified Small Business Enterprise (SBE)? No _____ Yes _____

If Yes DBE _____ SBE _____

Certification No.: _____

2. How many years has this company been in business? _____ years.

3. What are the annual gross receipts for this company? (Please Circle One Item.)

Less than \$500,000

\$500,000-\$1,000,000

\$1,000,000-\$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000-\$10,000,000

\$10,000,000-\$23,000,000

\$23,000,000-\$50,000,000

Greater than \$50,000,

PERSONAL SERVICES CONTRACT

CONTRACT NO. XXXX

***(NAME OF PROJECT)**



3701 96th Street SW

Lakewood, WA 98499-4431

This CONTRACT is made this ____ day of *, 2021, between the Pierce County Public Transportation Benefit Area Corporation (hereinafter referred to as "Pierce Transit") and * (hereinafter referred to as "Consultant").

WHEREAS, Pierce Transit desires to retain the services of Consultant to provide *; and

WHEREAS, Consultant is qualified, willing, and able to provide and perform said services; and

WHEREAS, said services are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, and other good consideration, it is mutually agreed as follows:

1. **DOCUMENTS INCORPORATED IN THIS CONTRACT:** Consultant shall comply with the terms and conditions of this Contract and with the terms and conditions of the documents listed below, if any, and by reference made a part hereof. The Contract and the documents incorporated herein constitute the entire Contract between Pierce Transit and the Consultant, except for modifications as provided, and in case of dispute shall govern in the following order of precedence:

A. Amendments to this Contract;

B. This Contract;

2. **SCOPE OF WORK:** *

3. **DELIVERABLES:** (include table of deliverables and dates as needed)

4. **TERM OF CONTRACT:** This Contract shall be effective as of the date first written above and shall expire on ____*. This Contract may be extended for an additional period upon the written consent of both parties hereto. Annual adjustments to fees may be made upon mutual agreement due to wage adjustments and local price indexing.

5. **COMPENSATION:**

A. Compensation: The services will be accomplished on a (time and materials basis at the following hourly rates) (or lump sum basis) and will not exceed \$ _____, without prior written approval from Pierce Transit.

B. Rate Schedule

Personnel

Hourly Rate

Position Classification	Hourly Rate Range
	\$
	\$
	\$
	\$
	\$
	\$
Third Party Costs	Actual + 8%
Field supplies consumed in the work	Actual + 8%

- C. To be eligible for payment, Consultant shall submit detailed numbered invoices showing description of work items being invoices, work order number, title of project, total authorized, total current invoice, summary of work performed, and balance of authorization
- D. Payment shall be made by Pierce Transit within thirty (30) days of receipt of an acceptable invoice. Invoices can be sent by mail or electronically. If mailed, send to Pierce Transit, Attention Accounts Payable: 3701 96th Street SW, Lakewood, Washington 98499-4431. If emailed, send to Pierce Transit Representative as specified in paragraph 26 below. Incorrect invoices are subject to rejection or correction by Pierce Transit.
- E. Subconsultant Billing: The Consultant shall audit and review all invoicing and billing of subconsultant and assure Pierce Transit that all proper personnel and rates are applied in strict conformance with the Contract.
- F. Pierce Transit may withhold payment to the Consultant for any work not completed to Pierce Transit's satisfaction, until such time as the Consultant modifies such work to the satisfaction of Pierce Transit.
- G. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- H. In the event Consultant incurs cost in excess of the sum stated above, Consultant shall pay such excess from its own funds, and Pierce Transit shall not be required to pay any part of such excess, and Consultant shall have no claim against Pierce Transit on account thereof.
- I. Pierce Transit will reimburse the following expenses at cost, when appropriate backup is provided:
 - a. Printing of review and final sets of deliverables; all deliverables shall also be provided on formatted disk at no additional charge
 - b. Postage/shipping cost for deliverables
 - c. Film development
 - d. Mileage at current Internal Revenue Service allowable mileage reimbursement rate
 - e. Lab samples and analysis: The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by Pierce Transit.

- J. Pierce Transit will reimburse the following expenses at cost, plus eight percent (8%) markup, when appropriate backup is provided:
 - a. Subconsultant fees
 - b. Project field supplies consumed in the work
 - c. Lab services provided by a third party
- K. Unless specifically negotiated, Pierce Transit will not separately reimburse the firm for routine overhead and internal expenses, including:
 - a. Computer software or hardware usage
 - b. Graphics supplies or plotter use
 - c. Digital camera or batteries usage
 - d. Communications including Cell phone rental; fax transmissions; routine postage or courier
 - e. Routine reproduction or copying, except for deliverables
- L. Funding for this project is contingent upon the annual adoption of the Agency budget.

6. PROPERTY RIGHTS:

All records or papers of any sort relating to Pierce Transit and to the project will at all times be the property of Pierce Transit and shall be surrendered to Pierce Transit upon demand. All information concerning Pierce Transit and said projects, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Consultant will not, in whole or in part, now or at any time disclose that information without the express written consent of Pierce Transit.

7. CONFIDENTIAL MATERIALS AND PUBLIC DISCLOSURE:

This Contract and all records provided to Pierce Transit by Consultant hereunder may be public records subject to disclosure under the Washington State Public Records Act and/or other laws requiring disclosure or discovery of records. In the event Pierce Transit receives a request for such disclosure of materials reasonably marked as “Confidential”, or “Proprietary”, Pierce Transit will provide Consultant with fifteen (15) days’ written notice prior to release of responsive records. The parties acknowledge that Pierce Transit is not liable for any release of records pursuant to public disclosure or discovery laws. The applicability or exercise of any exemption to redact or withhold a record is in Pierce Transit’s sole and absolute discretion, and Pierce Transit is not liable for a good faith production of records under RCW 42.56.060.

8. INDEPENDENT CONSULTANT RELATIONSHIP:

- A. The Consultant is and shall be at all times during the term of this Contract an independent Consultant and not an employee of Pierce Transit and shall not be entitled to any of the usual benefits incident to employment with Pierce Transit.
- B. Any and all employees of the Consultant, while engaged in the performance of any work or service required by the Consultant under this Contract, shall be considered employees of the Consultant only and not of Pierce Transit and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

- C. The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Pierce Transit, except regularly retired employees, without written consent of Pierce Transit.

9. DESIGNATED EMPLOYEES:

The employees who will perform the services on behalf of the Consultant shall be designated by the Consultant and a list of such designated employees shall be provided to Pierce Transit at the commencement of Consultant's work. No other individuals may perform the services required by this Contract without express written notice to Pierce Transit.

10. SUBCONSULTANTS:

Subconsultants, if any, who will perform work under this Contract shall be the firms designated in this Contract, if any. No other subconsultants shall perform the services required under this Contract without the express written permission of Pierce Transit. The Contractor is expected to audit and review all invoicing and billing by subconsultants and will ensure that all personnel and billing rates are applied in strict conformance of the Contract.

11. ETHICS:

- A. The Consultant warrants that it has not employed nor retained any company, firm or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Pierce Transit shall have the right to annul this Contract without liability.
- B. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- C. No member, officer, or employee of Pierce Transit or of a local public body during his tenure shall have any interest, direct or indirect, in this Contract or its proceeds.
- D. Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, disability, age, marital status, political affiliation, national origin, and/or any protected classifications under state or federal laws.

12. AUDIT

For a period of thirty-six (36) months from completion of work under this Contract. Consultant shall permit the authorized representatives of Pierce Transit, the U.S. Department of Transportation, the Controller General of the United States, and/or the Washington State Auditor's Office to inspect and audit all data and records of Consultant relating to its performance under this Contract.

13. TERMINATION:

- A. This Contract may be terminated by either party on ten (10) days' written notice to the other, except that if the Consultant fails to perform or observe any of the provisions, terms, or conditions herein, Pierce Transit may terminate this Contract immediately so long as written notice is thereafter communicated to the Consultant at his last known address. Pierce Transit will pay for all services rendered up to the time of notification of termination of this Contract, less prior interim payments, if any. Upon payment of such sums, Pierce Transit shall be discharged from all liability to the

Consultant hereunder and this Contract shall be considered terminated unless extended in writing by mutual agreement between the parties hereto.

B. Upon termination of Contract, all documents, records, and file materials shall be turned over to Pierce Transit by the Consultant.

C. All services to be rendered under this Contract shall be subject to the approval of Pierce Transit.

14. ASSIGNMENT:

This Contract may not be assigned or otherwise transferred by either party hereto, nor will the Consultant delegate, nor hire additional persons to perform services and duties under this Contract, without the advance written consent of Pierce Transit.

15. WAGE AND HOURS LAW COMPLIANCE:

Consultant shall comply with all applicable provisions of the Fair Labor Standards Act and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save Pierce Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

16. SOCIAL SECURITY AND OTHER TAXES:

Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of the Contract be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work on this project and under this Contract and shall assume exclusive liability thereof, and meet all requirements there under pursuant to any rules or regulations.

17. INSURANCE:

A. The Consultant shall procure and maintain for the duration of this Contract commercial general liability insurance against claims for injuries to persons or damage to property or business losses that may arise from or be in connection with the Consultant's acts, including those of the Consultant's agents, representatives, employees, Subconsultants or Subconsultant's employees with coverage limits of at least \$1,000,000 per occurrence.

B. Pierce Transit shall be named as an additional insured on the following Consultant's liability insurance policies, and before beginning work, Consultant shall provide Certificates of Insurance listing Pierce Transit as an additional insured on policies providing the types and minimum limits of coverage as follows:

1. Business auto coverage for any auto no less than \$1,000,000 per accident limit.
2. Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, personal injury, bodily injury, and employer's liability.
3. Pierce Transit reserves the right to receive a certified and complete copy of all of the Consultant's current insurance policies with all endorsements upon fifteen (15) days' notice.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance carriers. If Pierce Transit is required to contribute to the deductible under any of the Consultant's insurance policies, the Consultant shall reimburse Pierce Transit the full amount of the deductible.

- D. It is the intent of this Contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. Pierce Transit's own insurance will be considered excess coverage in respect to Pierce Transit. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard Insurance Services Organization (ISO) separation of insureds clause.
- E. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that notification will be given to Pierce Transit for any cancellation, suspension or material change in the Consultant's coverage.
- F. In no event shall the limits of any policy be considered as limiting the liability of Consultant under this Agreement.

18. DEFENSE AND INDEMNIFICATION AGREEMENT:

- A. To the extent permitted by law, the Consultant shall specifically and expressly defend, indemnify, and hold harmless, Pierce Transit, its commissioners, officers, agents and employees at its own expense from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind in nature, including reasonable attorneys' fees and claims by the employees of the Consultant, arising out of and in connection with performance of this Contract and the obligations hereunder as a result of Consultant's own acts or omissions, or the acts or omissions of its officers, agents, employees and subconsultants. Consultant agrees that Pierce Transit is entitled to select and appoint its own counsel for defense of any suit, claim or action subject to the defense and indemnity provisions herein. If such suits, claims, actions, losses, costs, penalties, and damages are caused by or result from the concurrent negligence of the Consultant and Pierce Transit, then this defense and indemnity provision shall be valid and enforceable only to the extent of the Consultant's negligence. In instances of alleged concurrent negligence, Consultant shall provide a defense to Pierce Transit pending the final determination of Consultant and Pierce Transit's proportionate share of negligence, if any. Further, Consultant shall not be required to hold Pierce Transit harmless or defend Pierce Transit, its officers, agents, and employees from any and all suits, claims, actions, losses, costs, penalties, and damages arising from the sole negligence of Pierce Transit, its officers, agents, and employees. This indemnification obligation shall include, but is not limited to, all claims brought against Pierce Transit by an employee or former employee of the Consultant.
- B. The indemnification provided herein shall apply to and require each party to defend, indemnify and hold harmless the other party for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the employee's employer, and in such case, the Consultant and Pierce Transit, with respect to each other only, waive and will not assert against each other, any immunity under the Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between the Consultant and Pierce Transit only and does not extend to the employees of either party. The Consultant and Pierce Transit expressly do not waive their immunity against claims brought by their own employees.
- C. The Parties' rights and obligations with regard to defense and indemnity survive the termination or expiration of this Contract.

19. DISPUTE RESOLUTION:

Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be subject to the dispute resolution procedures in this Subparagraph. Prior to the initiation of any action or proceeding to resolve disputes between Pierce Transit and Consultant, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have

substantive involvement in the matters involved in the dispute, unless the parties otherwise agree. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.

20. ELECTRONIC COMMUNICATION PROTOCOLS:

Pierce Transit utilizes a web-based Project Management Information System (PMIS) called e-Builder. All document transmittals from the Consultant shall be made electronically via the PMIS. Pierce Transit will provide the Consultant with training and individual licenses to access Pierce Transit's PMIS. All costs associated with the licenses are the responsibility of Pierce Transit.

21. SAFETY REQUIREMENTS

A. Contractor's COVID-19 Prevention Plan

Every Contractor performing services on any Pierce Transit property must submit a Contractor's COVID-19 Prevention Plan prior to performing work. Attached is an example of the requirements the Plan must contain.

B. The control of Project Safety by the Consultant is an essential element of performing work at Pierce Transit facilities or properties. The Consultant shall, at all times, provide adequate resources, equipment, training, and documentation to assure a safe work environment at the Project site and to instill a culture for safety. Every worker shall understand that safety and health issues always take precedence over all other considerations, and that identifying, reporting, and correcting unsafe acts and conditions are the responsibility of everyone at the Project site.

Pierce Transit is dedicated to providing a safe work environment for all visitors, staff, guests, vendors, and Consultants.

The Owner reserves the right to have any manager, supervisor or worker employed by the Consultant or subconsultant removed from the Project for disregard of Project safety requirements.

The Owner reserves the right to deduct from the Contract any safety related expenses that the Owner incurs, as a result of the Consultant's, or any subconsultant's, disregard for Project safety.

C. DEFINITIONS

The term "Pierce Transit's Designated Representative" as used throughout this Section, shall refer to any of the individuals assigned by Pierce Transit to act on behalf, and to undertake certain activities as specifically outlined in the Contract.

The term "Consultant" as used throughout this Section shall refer to the party having a direct contractual agreement with the Owner to provide services.

The term "subconsultant" as used throughout this Section shall refer to any on- site subconsultant, regardless of tier.

D. EMERGENCY / IMPORTANT CONTACT INFORMATION

Consult with Pierce Transit's Designated Representative regarding the correct emergency contact information for the property or facility in which you are working. Each property or facility may

have a different emergency call procedure.

E. CONDUCT

The use or consumption of alcoholic beverages or controlled substances is strictly forbidden on any Pierce Transit owned or controlled property.

Consultant shall not permit any person to operate a motor vehicle or heavy equipment while taking prescription or non-prescription medication that may impair their ability to operate safely.

Pierce Transit properties are No Smoking Facilities. No smoking or use of tobacco products is allowed on any property unless there is a designated smoking area with a properly identified receptacle to extinguish the tobacco product. The use of vapor type products shall follow the same rules as tobacco products. Anyone found smoking will be immediately removed from the jobsite.

Consultant personnel shall be courteous to all vendors, business invitees, visitors, and employees.

Unacceptable behavior on the part of the workers anywhere on the property, including parking lots, the project site, the accessible route(s) through the site or through the property may lead to the identifiable Consultants being removed from the project.

Personal grooming, personal hygiene and language by Consultants must be constructed in a professional manner at all times. Use of foul and off-color language will not be tolerated and can result in Consultant removal from jobsite.

Pants that are excessively loose, torn, ragged or with dragging cuffs will not be permitted.

No clothing, accessories, or hardhat stickers that display offensive, derogatory or inflammatory wording or graphics shall be worn on the worksite.

F. CONSULTANT DAILY SIGN-IN AND WORK NOTIFICATION

Consultants must follow any specific check-in procedures for the facilities in which they will be working. Pierce Transit's Designated Representative will inform you of these procedures prior to working on the site.

G. CONSULTANT INJURIES AND INCIDENTS

Consultants shall make prior provisions for the treatment of minor injuries.

Consultant is responsible for cleaning up all blood and body fluids and debris from accidents.

Consultant employees requiring immediate medical treatment should be taken to the emergency room of a local hospital.

If an injured worker cannot be moved and assistance is needed, contact the local Fire Department (911) for medical assistance or transport.

An injury requiring treatment beyond minor Job Site First Aid, shall be reported immediately to your Pierce Transit Designated Representative and Pierce Transit's Communications Center at 253-581-8109.

A copy of the incident / accident report must be provided in a timely manner to your Pierce Transit's Designated Representative. A preliminary report must be made within 24 hours or the end of the next working day.

All incidents that result in property damage must be reported to your Pierce Transit Representative.

H. SITE SAFETY REQUIREMENTS

All Consultants, subconsultants, vendors, and visitors shall wear ANSI Class II reflective outerwear meeting ANSI/ISEA 107 “Standard for high-Visibility Safety Apparel and Headwear” at all times while on property owned or under the control of Pierce Transit.

Cellphone, earbuds, and other devices that limit hearing are prohibited when outside the working limits of the Project site.

Obey all traffic signs, patterns; and speed limits at all areas and come to a full stop at all stop signs, stop bars, and crosswalks.

I. IDENTIFICATION (ID) BADGES

It is the policy of Pierce Transit to issue an identification (ID) badge to each employee and to all Consultant and Subconsultant personnel.

All badge requests must be processed by the Pierce Transit department (i.e., PMO, Facilities, IT, Maintenance, Operations, etc.) that is issuing the contract for work.

All Consultants must wear a Pierce Transit-issued ID badge at all times while on property owned or under the control of Pierce Transit. Badge must be worn at all times and clearly visible to someone facing the wearer.

Consultants who fail to properly display Pierce Transit-issued ID badge are subject to removal from the property by the Pierce Transit Police or Security Officer.

All Consultant and subconsultants working at property owned or under the control of Pierce Transit may be required to complete a background check. Obtain forms from the Owner and submit signed forms no less than five working days prior to commencing work.

Consultants are responsible for returning any badges for personnel that will no longer be providing services to Pierce Transit immediately after termination or conclusion of Project.

A fee may be required to replace a lost Consultant badge. Lost identification badges that have programmed electronic access must be reported to Pierce Transit’s Designated Representative immediately.

J. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The minimum WISHA and OSHA requirements for Personal Protective Equipment (PPE) shall be required of all persons on the Project site. Each Consultant and Subconsultant shall provide their workers with all required PPE. The Consultant is responsible to ensure that PPE is inspected and maintained in proper condition.

Safety Hard Hats: Where required, every person in the Project shall wear a hard hat that meets the minimum OSHA requirements. “Cowboy” style hard hats shall not be allowed, including ANSI approved hats. Hard hats that display noticeable wear or damage shall be replaced or repaired per manufacturer’s specifications.

Eye Protection: Every person on the Project shall wear eye protection. Additional face protection may be required when work operations create airborne particles, chips, or sparks. Eye protection and face protection shall meet the minimum OSHA requirements.

Shoes: Every worker on the Project shall wear shoes that have soles with a resistance to punctures, leather or leather equivalent uppers that cover the entire foot and ankle and offer resistance to scrapes and cuts. Use due diligence to use appropriate PPE.

When required, exterior toe and metatarsal cover shall be used when activities involve impact exposures to the feet (ie; jackhammering, water blasting, concrete demolition etc), unless the shoe has this protection built into the footwear.

Clothing: Sleeve length shall cover the ball of the shoulder. Shirts shall not have noticeable holes, be long enough to be tucked into pants and be free of profanity, objectionable, or obscene messages. Pants shall be full length and without excessive holes.

Hearing Protection: Where required, employees shall be provided with hearing protection against the effects of noise exposures from machines, equipment or surrounding operations generating sound levels that exceed OSHA hearing protection requirements. Employees required to use hearing protection shall be tested and trained in the use and limitations of such protection.

Hand Protection: When required, employees handling materials or equipment with potential hand injury hazards shall be provided with appropriate hand protection.

Harnesses, Lifelines, and Lanyards: Comply with applicable safety standards.

Respiratory Protection: When required, employees shall be provided with respirators when it is necessary to protect them from inhalation of toxic or harmful gases, vapors, mists, fumes, and dust.

When required, employees required to use respiratory protective equipment shall be medically qualified and thoroughly trained in the use and limitations of such equipment. Employer must demonstrate compliance with Chapter 296-842 WAC and OSHA 29 CFR 1910.134, as amended.

Other PPE: When required, employees working in areas where there is a possible danger to other parts of the body not listed above shall be protected by the appropriate PPE for that body part.

22. CONTENT AND UNDERSTANDING:

This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any previous understanding, agreement or negotiation whether oral or written.

23. NOTICES:

Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Contract. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

To the Consultant:

*

To Pierce Transit:

Brett Freshwaters, Chief Financial Officer
Pierce Transit
3701 96th Street SW
Lakewood, WA 98499-4431
Tel: 253.581.8014
E-mail: bfreshwaters@piercetransit.org

24. CHANGES:

No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties hereto.

25. GOVERNING LAW AND VENUE:

This Contract and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington without regard to its conflict of laws principles. Pierce County Superior Court shall be the venue for any legal action.

26. SEVERABILITY:

If one or more of the Contract clauses is found to be unenforceable, illegal or contrary to public policy, the Contract will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

27. AUTHORIZED REPRESENTATIVES:

Pierce Transit’s authorized representatives:

Submit invoices directly to: (name), (title), Email: _____@piercettransit.org.

Project Manager: (name), Email: _____@piercettransit.org

Consultant’s authorized representative:

(name), (title), Email: _____

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the day and year written below.

**PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION**

*

Susan Dreier (or delegated ED)
Chief Executive Officer

*

*

UBI # _____

Date

Date

THIS DOCUMENT IS PROVIDED BY PIERCE TRANSIT AS AN EXAMPLE OF A COVID-19 PREVENTION PLAN EXPECTED OF ALL CONTRACTORS AS PART OF AN OVERALL SAFETY PLAN. THIS DOCUMENT IS NOT INTENDED TO BE A TEMPLATE OR TECHNICALLY CORRECT GUIDE FOR A COVID-19 PREVENTION PLAN, AS IT CONTAINS INFORMATION WHICH WAS OBTAINED FROM THE BEST INFORMATION AT THE TIME THE EXAMPLE PLAN WAS CREATED (MARCH 2020) AND INFORMATION MAY HAVE BEEN ALTERED, UPGRADED OR OTHERWISE CHANGED BY THE CDC, TACOMA PIERCE COUNTY HEALTH DEPARTMENT AND OTHER REPUTABLE SOURCES USED TO FORMAT THIS EXAMPLE.

COVID-19 PREVENTION PLAN

OVERVIEW

Coronavirus disease (COVID-19) is an infectious disease caused by a newly discovered coronavirus. Most people infected with the COVID-19 virus will experience mild to moderate respiratory illness and recover without requiring special treatment. Older people, and those with underlying medical problems like cardiovascular disease, diabetes, chronic respiratory disease, and cancer are more likely to develop serious illness.

The COVID-19 virus spreads primarily through droplets of saliva or discharge from the nose when an infected person coughs or sneezes, so it's important that you also practice respiratory etiquette (for example, by coughing into a flexed elbow). The best way to prevent and slow down transmission is be well informed about the COVID-19 virus, the disease it causes, and how it spreads. Protect yourself and others from infection by washing your hands or using an alcohol-based rub frequently and not touching your face.

At this time, there are no specific vaccines or treatments for COVID-19. However, there are many ongoing clinical trials evaluating potential treatments.

SIGNS AND SYMPTOMS

Reported illnesses have ranged from mild symptoms to severe illness and death for confirmed COVID-19 cases. These symptoms may appear 2-14 days after exposure and include the following:

- Fever
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

JOBSITE PREVENTION PROCEDURES

The following procedures will be implemented to prevent the potential spread of COVID-19 at the jobsite:

1. All workers and visitors arriving at the jobsite each day may be screened for COVID-19 symptoms by answering the following health questions issued by the State of Washington Department of Health:

YES or NO, since your last day of work, or since your last visit to this site, have you had any of the following:

- A new fever (100.4°F or higher), or a sense of having a fever?
- A new cough that you cannot attribute to another health condition?
- New shortness of breath that you cannot attribute to another health condition?
- A new sore throat that you cannot attribute to another health condition?
- New muscle aches (myalgias) that you cannot attribute to another health condition, or that may have been caused by a specific activity (such as physical exercise)?

If a worker answers YES to any of the screening questions, the worker will be asked to leave the site and encouraged to be seen by a medical professional to verify their ability to return to work.

2. Each work shift should begin with a review of the current status of the COVID-19 pandemic, using current, timely and relevant handouts from reputable sources (see "Weekly Safety Meeting" attachment example).
3. During subsequent safety meetings, workers will be instructed to maintain 6 feet of personal space, wash their hands often, practice respiratory etiquette, and not touch their eyes, noses, or mouths.
4. Personal protective equipment will be assigned to each individual, not shared among groups. In addition to standard job-related PPE requirements, safety glasses, masks, gloves may also be required depending on potential for exposure and recommendations from reputable sources. PPE will be removed and hands washed before eating, drinking, using the restroom, etc.
5. Any shared tools, equipment etc. and common surfaces (door handles, tables, etc.) will be wiped down before, during and at the end of every shift with effective (approved) disinfectant. (Note: If using a bleach solution, ensure adequate ventilation and never mix household bleach with ammonia or any other cleanser).
6. At locations where restroom facilities are unavailable, a temporary toilet with a handwash station will be provided, including soap and/or hand sanitizer.
7. To maintain social distancing requirements and eliminate pen sharing, signatures will *not* be collected on any documents. Instead, management may document names of meeting attendees, site visitors, etc. electronically.

PERSONAL PREVENTION PROCEDURES

Workers will be reminded at each safety meeting to follow the prevention guidelines outlined by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>), including the following:

- Stay home when you are sick.
- Avoid close contact (within six feet) with people who are sick.

- Avoid touching your eyes, nose, and mouth.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol.

ISOLATION PROCEDURES

If any workers are diagnosed with COVID-19, the following isolation precautions issued by the State of Washington Department of Health will be enforced:

- If a worker has been diagnosed with COVID-19, the worker should immediately enter home isolation and remain under home isolation precautions for 7 days or until 72 hours after fever is gone and symptoms resolve, whichever is longer.
- If another worker has had close contact with the sick worker and has common symptoms of COVID-19 including fever, cough, or shortness of breath, that worker should begin home isolation immediately, and should remain under home isolation precautions for 7 days or until 72 hours after fever is gone and symptoms resolve, whichever is longer.
- If a worker has had close contact with the sick employee with COVID-19, but does not have symptoms, that worker should begin home self-quarantine immediately, and remain under home quarantine for 14 days following last contact with the ill person. That worker should also monitor their health for fever, cough, or shortness of breath for 14 days following last contact with the ill person.
- If a worker is sick with fever or respiratory symptoms but has had no known exposures to someone with COVID-19, that worker should stay home and away from others until 72 hours after the fever is gone and symptoms get better. They should talk with their doctor about whether testing is needed based on their symptoms. Workers should notify their supervisor and stay home if they are sick.
- If a worker is at work when they learn they have been in close contact with someone diagnosed with COVID-19, that worker should also return home immediately and begin home isolation.

Contact Information

For questions or additional information regarding this COVID-19 Prevention Plan, please contact **MANAGEMENT OF THIS COMPANY:**

Office Phone:

Mobile Phone:

Email:

