



**REQUEST FOR PROPOSALS  
FOR  
2019-05 EMPLOYEE BENEFITS CONSULTING SERVICES**

**April 1, 2019**

**Questions Due:**

April 10, 2019 at 12:00 p.m.

**Proposals Due:**

April 22, 2019 at 12:00 p.m.

**Delivery:**

2425 NE 65th Avenue  
Vancouver, WA 98661

**USPS:**

PO Box 2529  
Vancouver, WA 98668

**Contact Person:**

Katherine Williams  
Manager of Procurement and Contracts  
(360) 906-7310  
[procurement@c-tran.org](mailto:procurement@c-tran.org)

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## 1 GENERAL INFORMATION

### 1.1 Introduction

The Clark County Public Transportation Benefit Area (dba C-TRAN) is requesting proposals from businesses interested in providing Employee Benefits Consulting Services. This Request for Proposals (RFP) outlines a description of the services sought and the required documents proposers must submit. All requested information shall be submitted in the format required by the due date and time provided in Section 1.3. Responses received after the deadline will not be considered.

C-TRAN intends to award one contract for five years. Proposals will be reviewed and ranked by the evaluation team as outlined in this RFP. The final decision regarding Contract Award will be made by the C-TRAN Board of Directors in an open public meeting. For its own best interests, C-TRAN reserves the right to accept or to reject any and all proposals subject to regulations governing DOT assisted purchases.

### 1.2 Agency Background

C-TRAN is a municipal corporation of the State of Washington and is governed by a Board of elected officials representing Clark County, City of Vancouver, East County, and North County cities and towns. C-TRAN provides transit services throughout its specified service area boundaries in Clark County, Washington, and to Portland, Oregon. C-TRAN's service area population is approximately 372,634 persons in an area of 141 square miles. In 2017, C-TRAN's total ridership reached approximately 6,027,683 passengers.

### 1.3 Procurement Schedule

The following timeline is the anticipated schedule for the RFP process. C-TRAN reserves the right to change the dates as it deems necessary.

RFP Advertised	April 1, 2019
Questions Due	April 10, 2019 at 12:00 p.m.
Issue Final Addendum	April 12, 2019
Proposals Due	April 22, 2019 at 12:00 p.m.
Evaluation Meeting	Est. April 30, 2019
Interviews (if required)	Est. May 13-17, 2019
Best and Final Offers	Est. May 21-28, 2019
Board Meeting/Award Recommendation	Est. June 11, 2019
Contract Protest Period Ends	Est. June 18, 2019
Notice to Proceed	Est. July 1, 2019

### 1.4 Reimbursement

C-TRAN will not reimburse Proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent

interviews or site visits. Furthermore, this RFP does not obligate C-TRAN to accept or contract for any expressed or implied services.

## 1.5 Proposals Become Public Records

During the evaluation process, C-TRAN treats all proposals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the Washington State Public Disclosure Act (RCW 42.17). Any proprietary information revealed in the proposal should, therefore, be clearly identified as such. C-TRAN will notify any Proposer before releasing the proprietary information to any request for public records. If the Proposer believes its records are exempt from disclosure, it is the Proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the Proposer's discretionary decision whether to file such a lawsuit. However, if the Proposer does not timely obtain and serve an injunction, C-TRAN will disclose the records, in accordance with applicable law.

## 1.6 Nondiscrimination

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation (DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

## 1.7 Procurement Protest Procedure

Proposers or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding a provision of the RFP or the Contract Award. All communication concerning a protest shall be in writing and will be open for public inspection. The following timelines apply when submitting a protest:

- Protests regarding pre-bid actions shall be filed no later than seven days before proposal opening or closing date for the receipt of proposals.
- Protests regarding alleged improprieties apparent upon proposal due date shall be filed no later than five days after the proposal due date.
- Protests regarding Contract Award shall be filed no later than five days after Contract Award by C-TRAN's Board of Directors or notice of apparent successful proposer, whichever is earlier.

Copies of C-TRAN's protest procedures may be requested from [procurement@c-tran.org](mailto:procurement@c-tran.org).

## 2 RFP PROCESS

### 2.1 Inquiries on RFP

Questions on this RFP should be addressed via e-mail to [procurement@c-tran.org](mailto:procurement@c-tran.org). C-TRAN's procurement staff shall be the single point of contact during the entire solicitation process until Contract Award. Contact with other C-TRAN personnel, committee members, and/or consultants during the solicitation process is prohibited.

Questions must be submitted by the deadline provided in Section 1.3. Any questions and concerns submitted after the specified time will be addressed at the discretion of C-TRAN. Any changes or clarifications to the information provided herein will be furnished to all prospective Proposers as addenda to this RFP.

### 2.2 Addenda to RFP

C-TRAN reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be posted to C-TRAN's Procurement Bid and Opportunities page. C-TRAN accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses. Failure to acknowledge addenda may result in the proposal being deemed nonresponsive.

### 2.3 Submittal of Proposals

One original, clearly marked, and three copies of the proposal must be furnished to C-TRAN. Proposals will be received by C-TRAN up to the hour specified in Section 1.3. Proposals delivered later will not be accepted. All proposals shall be placed in a sealed envelope, clearly marked with the project number and name. Proposals by fax or e-mail will not be accepted. All proposals and submissions will become the property of C-TRAN and will not be returned to the Proposer.

Proposals shall have the name and address for delivery as follows:

**Hand Delivery or Commercial Carrier Services:**

C-TRAN  
Attn: Procurement  
2425 NE 65th Avenue  
Vancouver, WA 98661

**U.S. Postal Delivery:**

C-TRAN  
Attn: Procurement  
PO Box 2529  
Vancouver, WA 98668-2529

C-TRAN is not responsible for delays in delivery. C-TRAN makes no provision for specifically collecting mail from its post office box prior to the deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at the post office or commercial carrier service before the actual due date and time. C-TRAN shall not be liable for checking the post office box immediately prior to the time of opening.

### **3 SCOPE OF SERVICES REQUIRED**

#### **3.1. Introduction**

C-TRAN is soliciting proposals from experienced firms to provide a full complement of employee benefit consulting services. The successful contractor will collaborate with C-TRAN to continue to deliver a balanced and competitive health care package at optimal cost, in support of the organizational goal of attracting, retaining, and motivating qualified employees.

#### **3.2 Background**

C-TRAN provides local and regional public transportation services in Clark County, Washington. Although located in Washington and subject to State of Washington laws, C-TRAN is considered part of the Portland, Oregon metropolitan area and linked to Portland's labor market.

C-TRAN has 450 employees, with an average age of 49. Health insurance is offered to all regular employees, both full- and part-time, as well as their eligible dependents. Approximately 850 members are enrolled on the group health insurance plans.

Two unions represent 85 percent of the employees. The largest union group, with 335 employees, is Amalgamated Transit Union, Local 757, and has four separate contracts. Fifty-seven employees are represented by International Association of Machinists and Aerospace Workers, Local 1432. Current union contracts outline procedures for a Joint Labor Management Benefits Committee to collectively make recommendations concerning health care benefits for all employees.

#### **3.3 Current Benefits**

C-TRAN currently offers medical plans through two different carriers: Kaiser Permanente and Providence Health Plans. The Agency has offered Kaiser Permanente HMO style insurance for more than 20 years and it has always held the majority of enrollments. Vision and Prescription coverage are bundled with Medical. C-TRAN also offers two dental plans: Guardian and Kaiser. Guardian is a self-funded plan.

Additional benefits provided by the agency include Long Term Disability, Life Insurance, and Accidental Death & Dismemberment Insurance, all through UNUM. Full-time employees can purchase additional voluntary Lifestyle Life, AD&D, and Long Term Care Insurance.

Employee Assistance Program services are provided through UNUM with Health Advocate. C-TRAN also offers medical flex spending and day care reimbursement accounts through HR Simplified. A very small group of employees contributes to a Health Reimbursement Arrangement/Voluntary Employee Beneficiary Association (HRA/VEBA).



### 3.4 Contractor Responsibilities

The successful contractor for this Contract will perform services that include, but are not limited to:

#### 3.4.1 Strategic Guidance

- Provide education to C-TRAN Executives, Management, Human Resources Division, and Employee Benefits Committee to assist in understanding employer group health insurance trends, rates, plan design, and how to position the Agency in the marketplace for future benefit decisions. The topics may include:
  - Current and potential health care cost drivers;
  - Trends;
  - Claims experience;
  - Renewal calculations; and
  - Underwriting methodology.
- Evaluate plan design, funding methods, claims experience, and renewal calculations to ensure the most comprehensive and cost effective use of C-TRAN's benefits expenditures.
- Provide guidance and information to C-TRAN on a variety of human resource best practices, such as changes to employment laws, strategic planning, cost management solutions, employee communications, and compliance management.
- Assist C-TRAN with developing a long term plan for sustainability of benefit levels and premiums while complying with federal and state mandates.
- Keep abreast of current or proposed federal and State legislation and regulations specific to health care. Provide specific information and research to advise the agency of potential consequences and assist with implementation of required changes.

#### 3.4.2 Plan Administration

- Implement and manage performance guarantees with contracted insurance carriers to ensure C-TRAN receives the best value and service for their premiums.
- Assist C-TRAN with developing wellness plan initiatives that will provide a return on investment and impact the overall health of our employees.
- Establish and maintain a professional relationship with agency carriers and providers.
- Provide analysis of annual underwriting renewal calculations.

- Coordinate with C-TRAN to implement and utilize web based benefit enrollment programs and tools.
- Represent C-TRAN and its employees' interests in carrier claims resolutions, benefit plan interpretation, membership, unique employee and/or family scenarios, vendor performance issues, and other services related to coverage as needed. Communicate with staff as necessary to evaluate program status and resolve outstanding issues in a timely manner.
- As requested by C-TRAN, prepare bid specifications and solicit proposals from insurance market. Evaluate bidders based on rates, coverage offered, claims payment procedures, customer service, administration, provider networks, and financial stability, and report to appropriate Human Resources staff.
- Provide annual financial projections of benefit costs for C-TRAN's budget decision-making process.
- On a fiscal year basis, provide to C-TRAN a statement of fees and commissions received (if applicable) from each insurance carrier and provide a detailed explanation of additional fees or variances.

#### 3.4.3 Employee Communications

- Evaluate and assist with employee communication materials, both in print and on-line. Provide web-site development assistance as needed.
- Provide assistance to implement a communications strategy to ensure employees know their rights as participants, what benefits they have, and how to access their programs online.
- Attend Employee Benefit Committee meetings upon request. Prepare and present education material as requested and answer questions from C-TRAN and committee members.
- Assist with coordination of open enrollment, health fair, and wellness committee.
- Provide learning and development opportunities and resources for agency staff

#### 3.5 Minimum Qualifications

Proposers shall, at a minimum:

- Hold a current insurance broker license in good standing with the State of Oregon or State of Washington;

- Be able to coordinate services with all major medical carriers in the Portland Metropolitan/Clark County Washington Region;
- Have least five years recent experience providing benefit consulting to large group public sector clients with both union represented and non-represented employees; and
- Have local support staff in the Portland Metropolitan/Clark County Washington area or be willing to travel to Vancouver as needed to conduct business.

The Contractor shall secure and maintain at its sole expense such licenses and permits as may be required to provide the services or supplies under this Contract, including, but not limited to, a license to do business in the State of Washington. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked, or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify C-TRAN immediately of such condition in writing.

### 3.6 Time of Performance

The term of the Contract will be from approximately July 1, 2019, through June 30, 2024.

## **4 PROPOSAL REQUIREMENTS**

Proposers shall prepare a proposal simply, and economically, providing a straightforward and concise response to the requirements listed in this section. Proposals shall be stapled and/or clipped together and shall not be submitted in binders or other plastic binding. Do not include a copy of the RFP in the proposal. Do not submit brochures or other attachments not requested in the RFP document. If additional information is required, it will be requested after the review of the proposals. Each proposal shall contain the following items:

### **4.1 Cover Letter and Attachment A Forms**

Proposers shall provide a cover letter and Attachments A-1 to A-5. The attachments shall be signed by the party authorized to execute contracts on behalf of the Proposer and submitted at the front of the proposal. The cover must include:

- Point of contact information including name, position, e-mail, phone, and address;
- Acknowledgement that the Proposer has the capacity and capability to perform the work and that the Proposer has the proper certifications and licenses to legally perform the duties required; and
- Any exceptions the Proposer has with C-TRAN's proposed Contract, including the General Terms and Conditions provided in Section 6. If no exceptions are listed it will be assumed that the Proposer accepts all terms and conditions stated in the Contract. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for Contract Award.

### **4.2 Technical Proposal**

Proposers shall provide the following information in their proposal:

#### **4.2.1 Experience of the Firm**

- Provide the firm's organizational structure, philosophy, date established history, and location(s). Include confirmation that the firm serves as a consultant or broker, independently, and are not affiliated with any insurance company, third party agency, or provider network.
- Describe the ability to provide expertise and experience in the areas of health and benefit plan analysis and design. Explain in detail the types of analysis conducted relative to benefits analysis and design for a health plan with at least 450 employees, including both union represented and non-represented employees.

- Describe the resources available to perform the services required under this Contract. Include contractual relations, if any, with other contractors necessary to your proposal's implementation (e.g. actuarial services).
- List at least three contracts and contact information of public sector employers, preferably in Washington, for which you have provided recent similar services to those contained within this Scope of Work. Include information about your firm's past record of performance on these contracts, including such factors as control of costs, quality of work, ability to meet schedules, and cooperation and responsiveness.

#### 4.2.2 Qualifications and Experience of Key Individuals

- Identify the team members that will be assigned to C-TRAN's account and describe the role, business experience/professional achievements, and availability of each. Provide documentation to confirm if assigned team members are an actuary, licensed consultant, or broker in the State of Washington or State of Oregon.
- Provide an organizational chart with key individuals proposed for this project, clearly showing the reporting relationship between individual team members.
- Describe the assigned team members' experience with major medical carriers in the Portland Metropolitan/Clark County Washington Region.

#### 4.2.3 Project Approach

- Describe the firm's approach and overall management and integration of all activities required under this contract. Include any factors that makes your organization different than other organizations in providing these services to C-TRAN.
- Describe your strategy for evaluating and providing guidance to C-TRAN. Provide examples of human resources best-practices, strategic planning, or compliance initiatives provided to clients of a similar size to C-TRAN.
- Describe ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to C-TRAN.
- Describe approach to supporting our programs throughout the plan year. Please provide a comprehensive list of services you will provide throughout the year, and the resources available to fulfill the services. Describe how you manage insurance carrier relationships and detail your process for negotiating renewals.
- List and explain potential strategies for communicating and educating employee groups both represented by unions and non-represented. Provide examples of communication materials developed and prepared by your organization for use in client's health benefit communication campaigns and how these might be employed by C-TRAN.

- List and explain training and development resources you have available for client and employee health and wellness benefit education that you would apply to C-TRAN.

#### 4.3 Cost Proposal

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use, and similar taxes, which are legally enacted at the time proposals are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work. The Contractor shall set forth, as a separate line item, all Washington State retail sales taxes or use taxes that may apply to contract proposal prices. The separately itemized taxes shall include all taxes the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work, cost of which is invoiced to C-TRAN.

- Describe your proposed method of compensation and all applicable fees for this Contract. Include a list of hourly rates for personnel assigned to this project, total personnel expenditures, support services and subcontractor fees (if any).
- Provide a detailed breakdown of costs to perform any special requests, reports, or other services outlined in this RFP. The Proposed rates shall include all costs of doing business, staff, clerical, and support staff.

## 5 EVALUATION

### 5.1 Proposal Criteria

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

CRITERIA	
Experience of the Firm	25 points
Qualifications of Key Individuals	25 points
Project Approach	20 points
Cost Proposal	30 points
<b>Total Points Available</b>	<b>100 points</b>

### 5.2 Scoring Process

An evaluation committee will be selected to review and evaluate the Proposals. All responsive Proposals will be scored based on the criteria and point system referenced in Section 5.1. C-TRAN may contact references and any information provided may be considered in evaluation of the Proposals. If C-TRAN does not elect to conduct an interview or site visit, the highest scoring proposer will be determined based solely on the scoring of the Proposals.

### 5.3 Interviews

C-TRAN may invite Proposers to attend an interview or give an oral presentation to C-TRAN. Interviews or presentations are at the discretion of C-TRAN and may or may not be conducted. The interview provides an opportunity for the Proposer to clarify or elaborate on their proposal. It is a fact finding and explanation session only and does not include negotiation. All interviews or presentations shall be held on site at a C-TRAN location, and all costs involved shall be the responsibility of the Proposer. A specific time schedule will be established after the proposals are received and reviewed.

## **6 C-TRAN GENERAL CONDITIONS**

### **6.1 Approval by C-TRAN**

The work shall be executed under the direction and supervision of the C-TRAN Chief Executive Officer (CEO) and properly authorized agents, on whose inspection all work shall be accepted or condemned. The CEO shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the RFP.

### **6.2 Modifications**

This Agreement shall not be altered, changed, or amended except by a Contract Amendment executed by the parties hereto. Contractor shall not commence work on any changes to the Scope of Services or exceed the amount of the contract until a Contract Amendment is signed by C-TRAN's CEO and received by the Contractor. Furthermore, C-TRAN shall not be liable for any costs incurred prior to a duly authorized written authorization.

Granting of or acceptance of extensions of time to complete the work or furnish the services requested will not operate as a release of liability to the successful proposer (Contractor).

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN CEO endorsed thereon or attached thereto.

### **6.3 Availability of Funds**

C-TRAN has adequate funds to meet its obligations under this agreement during the current fiscal year and intends to maintain this agreement for the full period set forth. C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this agreement; however, funding for subsequent fiscal periods shall be contingent upon actual appropriations for the following years.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this agreement are suspended on the date the vendor is notified of such occurrence. The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

### **6.4 Choice of Law**

This Contract shall be governed by the laws of the State of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington.



## 6.5 Prohibited Interest

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Additionally, no member, officer, or employee of C-TRAN during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

## 6.6 Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes and the employees of Contractor or any of its contractors, subcontractors, and the employees thereof shall not in any manner be deemed to be the employees of C-TRAN. As such, the employees of Contractor, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by C-TRAN, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation, or the like from C-TRAN.

## 6.7 Taxes

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use, and similar taxes, which are legally enacted at the time proposals are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

The Contractor shall set forth, as a separate line item, all Washington State retail sales taxes or use taxes that may apply to contract proposal prices or other contract invoiced amounts. The separately itemized taxes shall include all taxes the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work, cost of which is invoiced to C-TRAN.

## 6.8 Indemnification

The Contractor shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suit or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the contract by the Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including, but not limited to, payment of all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. If the injured claimant is one of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and C-TRAN.

## 6.9 Duty to Inform

If at any time during the performance of this Contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of C-TRAN's rights.

## 6.10 Notices

All notices required to be given under the contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN's Project Manager as specified in the Contract.

## 6.11 Liability Insurance

The Contractor shall purchase and maintain liability insurance in a company or companies licensed to do business in the state which the project is located, with an A.M. Best rating of A/VIII or better and reasonably satisfactory to Owner, such insurance as will protect Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All reinsurers that may be called upon to support or share in an insurer's obligations specified in connection with insurance required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/IX or better.

1. Claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts which is applicable to Work to be performed;
2. Claims for damages, because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by a person as a result of an act or omission directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;
7. Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.19;

8. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - a. Premises operations (including X, C, U as applicable);
  - b. Independent Contractor's protective;
  - c. Products and completed operations;
  - d. Personal injury liability with employment exclusion deleted;
  - e. Contractual, including specific provision for Contractor's obligation under Subsection 4.3.17;
  - f. Owned, non-owned, and hired motor vehicles;
  - g. Broad form property damage, including completed operations; and
  - h. Umbrella excess liability.

Insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Coverage shall include:

- Comprehensive General Liability (Including Premises Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
  - Bodily Injury: \$1,000,000.00. Each occurrence; \$1,000,000.00. Annual aggregate;
  - Property Damage: \$1,000,000.00. Each occurrence; \$1,000,000.00. Annual aggregate; shall provide X, C, or U coverage as applicable.
  - Products and completed operations to be maintained for three years after final payment.
- Personal Injury, with employment exclusive deleted: \$1,000,000.00. Annual aggregate.
- Comprehensive Automobile Liability, Bodily Injury: \$1,000,000.00. Each person; \$1,000,000.00. Each occurrence.
- Umbrella Excess Liability: \$2,000,000.00. Over primary insurance; \$50,000.00 Retention for self-insured hazards. Each occurrence.
- WA Stop Gap Liability: \$1,000,000.00. Each occurrence.

Certificates of Insurance and Endorsements acceptable to C-TRAN shall be filed with C-TRAN prior to commencement of the Work. These Certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be reduced, canceled, or allowed to expire until at least 30 days' prior written notice has been given to C-TRAN. C-TRAN shall be included as an additional insured on all such policies. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The Contractor shall furnish one copy of certificates of insurance herein required. The Contractor shall furnish to C-TRAN copies of any endorsements that are subsequently issued amending coverage or limits.

## 6.12 Workers' Compensation

The Contractor shall take out and maintain during the life of this Contract workers' compensation insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State in which the Contractor's employees are working, and in case any work is sublet, the Contractor shall require the subcontractor to provide workers' compensation insurance for all its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor. Coverage for Contractor's employees must be afforded on a reciprocal basis when the employees are working in the State of Washington.

## 6.13 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event C-TRAN shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract.

## 6.14 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the contract if such failure arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, C-TRAN shall make a mutually acceptable revision in the Project Schedule.

## 6.15 Termination for Convenience

C-TRAN may terminate this Contract, in whole or in part, at any time with written notice to the Contractor when it is in C-TRAN's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit to C-TRAN its termination claim to be

paid. If the Contractor has any property in its possession belonging to C-TRAN, the Contractor will account for the same, and dispose of it in the manner C-TRAN directs.

#### 6.16 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the RFP, C-TRAN reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part for default.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the contract.

Any failure to make progress which significantly endangers performance of the project within a reasonable time shall be deemed to be in violation of the terms of this Contract.

If the Contractor fails to remedy to C-TRAN's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten days after receipt by Contractor of written notice from C-TRAN setting forth the nature of said breach or default, C-TRAN in its sole discretion may allow the Contractor more time to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. After such period, C-TRAN shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude C-TRAN from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

If it is later determined by C-TRAN that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, C-TRAN, after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

#### 6.17 Disputes

Disputes arising in the performance of this Contract, including, but not limited to, the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the Contractor initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth below. Unless otherwise directed by C-TRAN, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## 6.18 Claims

Claims arising under this Contract shall be submitted in writing. C-TRAN shall respond to Contractor's claim within 45 calendar days of its receipt of the claim by either:

- Approving the claim.
- Denying the claim.
- Requesting necessary information from the Contractor to enable C-TRAN to resolve the claim within 45 calendar days of its receipt of the requested information.
- Determining that the claim presents a disputed issue of fact, which must be resolved in accordance with the "Disputes" section of this Contract.

Contractor agrees to consolidate any claim or dispute involving multiple parties involved in this project and shall require the inclusion of the "Disputes" section and this section in other interrelated contracts to which they become a party in this project.

## 6.19 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for whose acts s/he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

## 6.20 Arbitration

All claims, counterclaims, disputes, and other matters in question between C-TRAN and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

## 6.21 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by C-TRAN or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **SAMPLE CONTRACT**

### **CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA (dba C-TRAN)**

THIS CONTRACT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2019, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN" and \_\_\_\_\_ (hereinafter referred to as "Contractor") for the provisions of 2019-05 Employee Benefits Consulting Services.

WHEREAS, C-TRAN requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced;

WHEREAS, Contractor is able and prepared to provide such services as C-TRAN does hereinafter require, under those terms and conditions set forth; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

#### **ARTICLE 1**

##### **THE CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, Request for Proposals, Addendum, Contractor's Proposal, and all written Change Orders and Modifications (Amendments) issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

#### **ARTICLE 2**

##### **THE WORK**

The Contractor shall supply all of the services required by and under conditions of the Contract documents to provide Employee Benefits Consulting Services as required and directed by C-TRAN.

#### **ARTICLE 3**

##### **TIME OF PERFORMANCE**

The services of the Contractor are to commence on July 1, 2019, and end June 30, 2024.

#### **ARTICLE 4**

##### **COMPENSATION**

This Agreement is a purchase of professional services at the rates attached herein and by reference made a part of this Agreement. Payment for these services shall not exceed \$ \_\_\_\_\_. This is the maximum compensation to be paid by C-TRAN to the Contractor for services rendered under this

Agreement. Compensation shall not exceed the amount indicated without written authorization in the form of a negotiated and executed Amendment.

The Contractor shall submit invoices to C-TRAN covering both professional fees and project expenses, if any. Payments to Contractor shall be made within 30 days from submission of each invoice. Invoices shall be submitted via e-mail to the Project Manager with a copy to C-TRAN's Accounting Department. Invoices shall include the project name and number and shall be itemized for work performed.

C-TRAN makes no provision for reimbursement of expenses beyond that actually contracted. In addition, C-TRAN reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. C-TRAN and Contractor agree that any amount paid in error by C-TRAN does not constitute a rate change in the amount of the Contract.

#### ARTICLE 5 OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall refund to C-TRAN the full amount of any erroneous payment or overpayment under this Contract within 45 days written notice. If the Contractor fails to make timely refund, C-TRAN may charge the Contractor one percent per month on the amount due, until paid in full, or deduct the amount of the vendor overpayment from current invoices due.

#### ARTICLE 6 OWNERSHIP OF DOCUMENTS

All materials, writings, and products produced by Contractor in the course of performing this Contract shall immediately become the property of C-TRAN. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writings, and products to C-TRAN. A copy may be retained by the Contractor.

#### ARTICLE 7 COMMUNICATIONS

Unless otherwise designated by the C-TRAN Chief Executive Officer the Contractor shall direct all formal and informal communication regarding the services required under this Agreement to the Project Manager for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Contractor:

If to C-TRAN:            Laura Merry



Deputy Director of Human Resources & Risk  
PO Box 2529  
Vancouver, WA 98668-2529

ARTICLE 8  
SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

ARTICLE 9  
INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

ARTICLE 10  
PROHIBITED INTEREST

C-TRAN's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

ARTICLE 11  
SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 12  
ADHERENCE TO LAW

The Contractor shall adhere to all applicable laws governing its relationship with its employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and unemployment compensation.

ARTICLE 13  
CONTINGENCY

The effectiveness of this contract shall not occur until C-TRAN has notified Contractor that C-TRAN's Protest Procedure (referenced in the RFP) is satisfied, which notice shall be delivered to the Contractor no later than seven days after Contract Award by C-TRAN's Board of Directors. If C-TRAN determines, in its sole and absolute discretion, that a protest should

be upheld, and so notifies the Contractor, then this Contract shall be null and void *ab initio* and of no force or effect.

This Agreement entered into as of the day and year first written above.

C-TRAN

Name of Contractor

---

Shawn M. Donaghy  
Chief Executive Officer

---

Contractor's Authorized Signer

---

Date

---

Date

---

Print Name/Title

---

Federal ID Number

## ATTACHMENT A-1

### GENERAL INFORMATION 2019-05 Employee Benefits Consulting Services

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this Project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. By signing this form, the firm acknowledges that their proposal will remain in effect for at least 90 days after submission. Failure to submit this form will result in your proposal being deemed nonresponsive.

_____ Authorized Official (Signature)	_____ Date
_____ Printed Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Telephone Number
_____ Address	_____ City, State, Zip
_____ E-mail Address	_____ Federal Employee ID

Receipt of the following Addendum(s) is hereby acknowledged:

<u>Addendum No.</u>	<u>Date of Receipt</u>	<u>Signed Acknowledgement</u>
1	_____	_____
2	_____	_____

**CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA  
(dba C-TRAN)**

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST  
AND NONCOMPETITIVE PRACTICES**

STATE OF \_\_\_\_\_)

ss.

COUNTY OF \_\_\_\_\_)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

**A. Conflict of Interest**

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

**B. Contingent Fees and Gratuities**

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

Signature:

\_\_\_\_\_

Typed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Firm:

\_\_\_\_\_

Date:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary's Signature

Notary Public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_.

### ATTACHMENT A-3

#### CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

\_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT A-4**

**CERTIFICATION  
OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_  
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 influencing or attempting to influence 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.

(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 is 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 Section 1352, Title 31, USC. 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.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT A-5**  
**NONCOLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

ss.

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first fully sworn, on oath says that ( )he certifies that the proposal above submitted is a genuine and not a sham or collusion proposal, nor made in the interest or on behalf of any person not therein named; and ( )he further says that the said proposer has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal nor any other person or corporation to refrain from proposing; and that said proposer has not in any manner sought by collusion to secure to self advantage over any other proposer or proposers.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

Subscribed and Sworn to Before Me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the State of \_\_\_\_\_, residing in \_\_\_\_\_.