



**Request for Proposal**

**RFP # 2020 - 287**

**Auxiliary Demand Response  
Service**

**Proposal Submission Deadline:  
September 17, 2020  
No later than 12:00 PM PST**

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## Table of Contents

Part 1 – Introduction .....	4
Part 2 – Scope of Work.....	5
2. A    Introduction .....	5
2. B    Background.....	5
2. C    General Technical Requirements .....	6
2. D    Scope of Work.....	7
2. D.1    Program Provisions and Requirements.....	7
2. D.2    Grouped Trips .....	9
2. D.3    Holidays.....	10
2. D.4    Suspended Service Due to Inclement Weather or Emergencies .....	10
2. D.5    Service Animals .....	10
2. D.6    Fares .....	10
2. D.7    No-Shows and Cancellations .....	11
2. D.8    Rider Assistance and Operations Standards .....	11
2. D.9    Non-Standard Mobility Devices .....	12
2. D.10    Communication System .....	12
2. D.11    Smoking, Eating, Drinking, and Other Behavior .....	13
2. D.12    General Personnel Standards .....	13
2. D.13    Drivers .....	14
2. D.14    Other Contractor Staff .....	17
2. D.15    Vehicles .....	18
2. D.16    Vehicle Cleaning and Maintenance.....	18
2. D.17    Vehicle Inspection.....	19
2. D.18    Vehicle Records.....	19
2. D.19    Taxes, Licenses, and Certificate Requirements.....	20
2. D.20    Contractor Reporting.....	20
2. D.21    Maintenance of Records.....	22
2. D.22    Accidents and Incidents.....	22
2. D.23    Marketing and Public Relations.....	23
2. D.24    Communications/Lobbying.....	23
2. E    Contractor Performance Reviews.....	23
Part 3 - Submission Guidelines.....	25
3. A    Procurement Schedule.....	25
3. B    Proposal Guidelines.....	25
3. C    Minimum Proposer Qualifications.....	27
3. D    Proposal Submission.....	27
3. E    Submission Packages.....	28
3. F    Conflict of Interest .....	29
3. G    Addenda.....	29
3. H    Contact with WTA .....	29
3. I    Protest Procedures .....	30
3. J    Inter-local Purchasing .....	31
3. K    Request for Clarification, Deviation, or Substitutions .....	31



Part 4 – Proposal Evaluation ..... 33

4. A Evaluation Procedures ..... 33

4. B Evaluation Criteria..... 34

4. B.1 Cost..... 34

4. B.2 Demonstrated ability in meeting work requirements ..... 35

4. B.3 Qualifications..... 35

4. B.4 Financial Capacity and Intent..... 35

4. B.6 References ..... 35

4. C Responsibility Review..... 36

4. D Best and Final Offers (BAFO)..... 36

4. E Notice of Intent to Award..... 37

4. F Trial Period and Right to Award to Next Lowest Bidder ..... 37

Part 5 – Special Terms and Conditions..... 38

5. A Contract Term, Compensation, and Invoice Payments..... 38

5. B Economic Price Adjustments..... 38

5. C Insurance Requirements ..... 39

5. D Subcontractors ..... 40

5. E Limitations of Liability ..... 41

Part 6 – Public Disclosure Law ..... 42

Part 7 – Exhibits & Appendices..... 43

Proposer’s Checklist..... 43



## Part 1 – Introduction

Whatcom Transportation Authority (WTA) Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington. Whatcom County is in the northwest corner of Washington State. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 31 vanpools.

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point/Point Roberts) was also annexed and incorporated.

WTA employs over 260 employees, consisting of a General Manager, operators, fleet maintenance, administrative, and support services personnel.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at [www.ridewta.com](http://www.ridewta.com).

WTA is currently seeking a vendor to provide auxiliary part-time support for its demand response and Zone service operations.

Proposers are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for proposers who are not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to potential public disclosure after award.

Throughout this RFP the terms Vendor, Contractor, and Proposer are used interchangeably.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

## **Part 2 – Scope of Work**

### **2. A Introduction**

WTA seeks Vendor(s) for:

1. Auxiliary Demand Response service to ambulatory riders.
2. Wheelchair-accessible auxiliary Demand Response service.

(Collectively “Auxiliary Demand Response Service”). Trips are assigned with the expectation that drivers will complete them individually. Trips may occasionally be grouped by WTA prior to assignment based on vehicle capacity limits and other considerations (Section 2.D.2).

Trips for wheelchair users will not be assigned to non-accessible vehicles.

Most trips will be for riders with disabilities or the elderly<sup>1</sup>. Some trips may be for riders on WTA’s FLEX or Zone service, participants in the Emergency Ride Home program, or any other reason WTA requires.

Information regarding all of WTA’s services can be found at [www.ridewta.com](http://www.ridewta.com)

### **2. B Background**

The service area encompasses virtually all populated parts of Whatcom County, except Newhalem/Diablo and east of the Glacier area on Highway 542.

WTA’s service area can be found on the webpage at [www.ridewta.com](http://www.ridewta.com).

Should WTA expand service into additional areas, increase hours, or require additional service levels or types, Contractor will be expected to provide service for such expansion if requested by WTA, and pursuant to a contract modification. (Appendix A)

WTA estimates the annual number of trips to be performed by the Contractor will be from 2,000 to 3,500. Historically, trips have amounted to less than five percent (5%) of all WTA Auxiliary Demand Response Service.

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<sup>1</sup> Determined through WTA’s eligibility process

Service Year	Number of Auxiliary Trips <sup>2</sup>
2016	2707
2017	1695
2018	1229
2019	2285
1/1/20 through 3/31/2020	235
4/1/2020 through 6/30/2020	27 Rides were to Lummi Island only

WTA does not guarantee the number of trips that may be provided to Contractor to fulfill.

WTA reserves the right to take any action which may reduce or increase ridership, and no action that may reduce ridership to Contractor shall be a breach of the contract with WTA.

## **2. C General Technical Requirements**

Service will be provided by Contractor:

- Using and in compliance with the guidelines and standards provided in WTA’s Rider’s Guide available at [www.ridewta.com](http://www.ridewta.com). Hard copies can be requested from WTA.
- Only to individuals determined eligible by the WTA and dispatched by the WTA operations control center.
- During the following “Service Hours:” Monday through Friday, 5:30 a.m. to 11:30 p.m., Saturday, 7:00 a.m. to 11:30 p.m., and on Sunday, 7:00 a.m. to 10:00 p.m., and any other time that WTA deems appropriate. Should WTA service days and/or times change, the Contractor will adjust accordingly and provide service as modified. The Contractor will be notified at least thirty (30) days before any change in service hours takes effect.
- In a courteous and reliable manner, assuring cost effective rider comfort while maintaining safety.
- Cooperatively and flexibly to deliver transportation services to the public.
- By operators who have proper and an up to date license, and who are adequately trained to provide the transportation services called for.
- With equipment and vehicles provided and maintained in good repair by Contractor.

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<sup>2</sup> Annual trips from previous contracts



<b>WTA Provides</b>
Eligibility determination for paratransit service riders.
Dispatch, including collection and transmission of rider information, trip request and reservation function, and assignment of trips to Contractor(s).
Marketing, public relations, rider communications, and related materials necessary to service delivery.
Review and validation of all invoiced trips and payment of legitimate charges.
Independent service monitoring including rider interviews, Mystery Riders, etc.
Assistance with training for Contractor dispatch and driving staff, as needed.
Calculation and notification of the fare amount due from the passenger, if any.
Administration and processing of random Drug & Alcohol testing for safety sensitive employees of Contractor assigned to WTA service.

<b>Contractor Provides</b>
Auxiliary Demand Response Service including: drivers, driver uniforms, vehicles (including ADA-compliant, wheelchair-accessible vehicle(s)), dispatch and clerical personnel, and program management.
Driver licensing, certifications, bonding, and insurance.
All maintenance, supplies, fuel, and equipment necessary to operate vehicles. <sup>3</sup>
Necessary training for dispatch and driving staff, including disability awareness, passenger assistance, and Drug and Alcohol Awareness.
Sufficient office space and all equipment and supplies for Contractor's office.
Service records with accurate and timely monthly invoicing for all trips billed to WTA.

## 2. D Scope of Work

Throughout this RFP, the reference to ADA standards, regulations, requirements or similar language shall refer to the regulations adopted by the Federal Transit Administration in association with the providing of paratransit services.

All terms and requirements set out in Section 2.D of this RFP shall be enforceable terms and conditions applicable to the successful Contractor(s) and the providing of Auxiliary Demand Response Service.

### 2. D.1 Program Provisions and Requirements

Contractor shall be subject to the following requirements and obligations

1. Perform all executive, management, and administrative functions associated with providing the Auxiliary Demand Response Services, including employment and supervision of all personnel.

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<sup>3</sup> A mix of accessible and non-accessible equipment may be used. However, it is essential that appropriate and adequate equipment be available to provide accessible service.

2. Ensure day to day operation of services and provide necessary personnel during all Services Hours. Contractor will not be authorized to assign any contract with WTA, or its service obligations or parts of its service obligations.
3. Ensure that all drivers and other personnel of Contractor have adequate licenses to provide the services for WTA.
4. Develop and implement a training, retraining and safety program that is acceptable to WTA, or implement any such program as provided by WTA.
5. Possess and maintain facilities and equipment to deliver Auxiliary Demand Response Service required. Facilities and equipment must comply with all local, state, and federal requirements, ordinances, and laws, and be maintained in good condition and repair.
6. Perform clerical and bookkeeping services as required.
7. Enforce WTA's approved appearance code.
8. Maintain required insurance coverage and provide yearly documentation to WTA (Section 2.D.20, Section 5.C).
9. Permit service compliance monitoring by WTA. WTA reserves the right to perform field observation involving random ride checks using mystery riders, driver and rider interviews, and any other means WTA determines necessary to monitor performance. WTA will have immediate access upon request to all equipment, facilities, and records affiliated as part of any contract with Contractor.
10. Communicate, coordinate, and meet with WTA as needed.
11. Conform to all Federal, State and/or Local laws and regulations.
12. Manage a WTA-approved drug & alcohol testing program that complies with all FTA requirements for safety sensitive employees.
13. Provide qualified drivers and equipment to deliver service during the Service Hours.
14. Supply adequate dispatch office staff to receive WTA assignments.



15. Maintain confidentiality of all personally identifying information of riders. (The successful Contractor(s) will be required to sign a confidentiality agreement that conforms to the scope of information subject to exemption under the Washington State Public Records Act, RCW Chapter 42.56.) The use or disclosure of any rider information for any purpose not directly connected with any contract with WTA is prohibited. Violation of confidentiality is considered a breach and grounds for immediate contract termination.
16. Within five (5) minutes of any of the following, all Contactor drivers shall communicate to the Contractor dispatcher, and Contractor's dispatcher will relay the information immediately to WTA:
  - a. Rider or trip information that differs from information provided by the WTA control center.
  - b. Trips which pick up or drop off will be late.
  - c. Rider no shows.
  - d. Incidents or accidents.
  - e. Events involving a riders' service animal.
  - f. Any inability to load a passenger and mobility device
17. Record individual trip information using the provided trip invoice.
18. Batch invoices by date. Provide a summary of detailed charges, rides, and fare payment by date. Submit invoices to WTA's accounting department monthly within five (5) business days of the end of each month. WTA will only pay for authorized rides ordered by WTA's dispatch center. For example, a ride booked by a rider directly with the Contractor is not an authorized trip.
19. WTA reserves the right to add or delete services. In such case, WTA and the Contractor will determine mutually satisfactory billing arrangements.
20. Follow the procedures for investigating and documenting any incident or accident involving Contactor while providing Auxiliary Demand Response Service to WTA.
21. Perform all other work necessary to comply with the requirements of Contractor's contract with WTA, and that may otherwise be called for by WTA.

## **2. D.2 Grouped Trips**

Trip grouping is WTA's Auxiliary Demand Response Service dispatch responsibility. The Contractor(s) is encouraged to suggest groupings for service efficiency and enhancement. Trips will not be grouped without WTA's prior approval.

Charges for WTA-assigned groups of two (2) or more trips will be handled as follows:

1. An entry charge for each passenger.
2. A mileage charge for total miles from the boarding of the first passenger in the group to the de-boarding of the last passenger in the group.

### **2. D.3 Holidays**

Service will be available and provided by Contractor for all calendar days except:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **2. D.4 Suspended Service Due to Inclement Weather or Emergencies**

The Contractor must provide services during periods of snow and/or other adverse conditions.

Any decision to suspend or reduce service during inclement weather or other Force Majeure event must be made by WTA Management. Every effort will be made to consult with the Contractor prior to finalizing the decision. (Force Majeure is described in Appendix A – General Terms & Conditions).

### **2. D.5 Service Animals**

Service animals trained to assist people with disabilities must be allowed to travel on WTA Auxiliary Demand Response Demand Response Service. Contractor drivers should be made aware that there is no legal requirement for riders to show certification. Small pets may accompany their owners but must be in a suitable pet carrier. Contractor shall require that animals behave in a safe and non-disruptive way during Contractor service. Behavior problems with a WTA rider's animal must be reported by Contractor to WTA immediately.

### **2. D.6 Fares**

WTA's Dispatch Center shall notify the Contractor which riders must pay a fare and the fare total. Contractor acceptance of tips or gratuities, or assessing additional, non-contracted surcharges, etc. are forbidden.

## **2. D.7 No-Shows and Cancellations**

Contractor drivers shall report all No Shows on ride reports and notify Contractor's dispatch center within five (5) minutes of the No Show. Contractor is responsible for tracking all No Shows and notifying WTA as soon as they occur.

## **2. D.8 Rider Assistance and Operations Standards**

### **1. Service to Persons with Disabilities**

The Contractor will be required to transport riders with a wide range of disabilities and special needs. These disabilities include, but are not limited to:

- Visual impairment
- Use of a wheelchair or other mobility aid
- Frail and slow-moving elderly individuals
- Individuals with developmental or cognitive disabilities

Contractor shall provide vehicles that can accommodate riders with these and other types of disabilities. Moreover, Contractor's drivers shall use the highest degree of care in the operation of vehicles and equipment, and in assisting to all riders. All Contracted service will meet the same standards set forth in the WTA Paratransit Rider's Guide available at [www.ridewta.com](http://www.ridewta.com).

### **2. Specific Operations Standards.**

- a. Drivers must deliver riders as close to their desired destination as possible while practicing good judgment.
- b. Drivers shall keep sight of their vehicle while other WTA riders are on board.
- c. If the rider is not visible to the driver at the pick-up address and:
  - 1) If curb to curb service was scheduled, the driver must attempt to contact the rider by sounding the horn or other methods appropriate to the rider's disability.
  - 2) If door to door service was scheduled, the driver must ring a doorbell or knock at the door.
- d. Drivers shall wait five (5) minutes for a rider. Under no circumstances shall a driver leave without the rider earlier than the scheduled pick up time.
- e. The driver shall notify the Contractor dispatcher who will contact WTA for instruction before leaving without the rider.
- f. Drivers are required to assist riders with fastening seat belts when necessary. Seat belt use is required for the driver and all WTA riders. Notwithstanding the former, riders in wheelchairs cannot be required to use a seat belt, unless all riders have access to and are required to use a seat belt.

- g. Drivers may assist riders into the lobby or reception area of multi-family residential and public buildings. Drivers will not assist riders through halls, into elevators, or any other area beyond common areas unless authorized by WTA.
- h. Drivers shall not enter a rider's residence except in the event of a life-threatening situation. Riders requiring or requesting greater levels of assistance within their residence should be reported to WTA dispatch.
- i. Drivers shall ensure that all wheelchairs are secured appropriately, employing securement systems as intended by the manufacturer.
- j. In the event of any circumstance that prevents a driver from being able to complete any assigned trip, the driver shall notify the Contractor dispatcher who will report to WTA's Dispatchers within five (5) minutes. This requirement applies if a driver becomes injured or ill and must be relieved while providing WTA service. The Contractor Dispatcher will re assign any trips that had been assigned to that vehicle and driver.
- k. All complaints received directly and indirectly by the Contractor and its employees, shall be reported in writing to WTA's Project Manager or designee.
- l. Contractor and its drivers shall follow any COVID-19 operational procedures and protocols adopted by WTA.
- m. Contractor and its drivers shall follow any and all other operational procedures and protocols adopted by WTA.
- n. Contractor shall be familiar and comply with applicable provisions of 49 C.F.R. Part 37.

The Contractor shall take immediate steps to resolve complaints and implement any verbal or written corrective measures or instructions given by WTA.

#### **2. D.9 Non-Standard Mobility Devices**

Provided dimensions and weight of the device are within ADA specified limits, the rider and mobility device must be boarded and secured to the best of the driver's ability. All wheelchair-accessible Contractor vehicles must be equipped with lifts or ramps and securements that meet ADA requirements. If a driver is unable to load the passenger and mobility device, WTA must be notified immediately.

#### **2. D.10 Communication System**

The Contractor(s) shall have and maintain a properly licensed communication system(s). Coverage will ensure reliable communication between the Contractor's dispatch and drivers throughout WTA's service area.

## **2. D.11 Smoking, Eating, Drinking, and Other Behavior**

Smoking and eating by Contractor drivers or riders is not permitted in any vehicle while performing WTA-assigned service. Non-alcoholic beverages may be consumed if they are in a container with a lid or a small opening, such as a can or bottle. Drivers are responsible for ensuring any beverage container is secure and may not hold the container or drink from it, while the vehicle is moving.

Rude, offensive, and abusive language or behavior by drivers is prohibited. Driving while under the influence of drugs and/or alcohol is strictly forbidden and will be referred to authorities. Contractor shall exclude the use of any driver whose behavior violates these provisions, and WTA reserves the right to terminate the Contract for breach in this event.

The Contractor(s) will enforce appropriate employee and rider behavior and report riders and drivers violating these provisions to WTA.

## **2. D.12 General Personnel Standards**

The Contractor(s) shall provide all personnel necessary to operate contracted services. The Contractor(s) shall comply with all regulations<sup>4</sup> including those of Federal Transportation Administration (FTA) requiring drug testing of employees in safety sensitive transportation positions. This includes all drivers, dispatchers, supervisors, maintenance employees, and General Manager, if performing safety sensitive tasks. The Contractor(s) will closely coordinate with WTA. WTA may demand and coordinate the drug testing of any Contractor driver, including, but not limited to drug testing associated with any accident or event.

Contractor drivers are strictly prohibited from consuming cannabis at any time, regardless of the legality of such use under Washington state law or otherwise allowed under Contractor personnel policy.

If WTA determines in its sole discretion that a Contractor(s) employee is not providing service that meets required performance standards or any Contract obligation, the Contractor(s) shall immediately remove that employee from contracted service for WTA.

Employees removed from WTA service may not be assigned back without the prior written permission of WTA's General Manager, or designee.

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<sup>4</sup> 49 CFR 653, Control of Drug Use in Mass Transportation Operation

## **2. D.13 Drivers**

### **2. D.13.a Driver Qualifications/Standards**

Enough qualified drivers will be available to provide contracted services during the Service Hours. The Contractor(s) will train employees and ensure all program policies and procedures are applied.

Contractor(s) will implement all qualifications and standards to safely and appropriately provide contracted service.

Drivers assigned to perform under any the contract with WTA:

1. Must be 21 years of age at time of application with a minimum of five (5) years of driving experience.
2. Have a valid Washington State driver's license at time of hire. Obtain any required license endorsements within three (3) months of hire. Drivers must maintain these license requirements if providing WTA-assigned service.
3. Drivers operating Contractor vehicles requiring a Commercial Driver's License (CDL), must obtain and thereafter maintain a valid CDL within three (3) months of hire.
4. Possess and maintain any licenses or permits required by local jurisdictions for taxi, limousine, or for-hire transportation providers.
5. Report in writing to WTA's Project Manager, all convictions relating to motor vehicle traffic operation, except for parking violations, within thirty (30) days of the date of conviction.
6. Pass a CDL medical exam to WTA's satisfaction if Contractor choice of vehicles requires drivers to have CDL licenses.
7. Operate lift and wheelchair securement equipment and practice proper securement procedures for any wheelchair accessible vehicle.
8. Be neat, clean, and well groomed. Drivers must be mindful of chemical sensitivity and groom appropriately.
9. Accurately and legibly complete and submit trip invoices, accident and incident reports, and other information requested by the WTA.
10. Collect and record fares in accordance with WTA's fare structure and all contract provisions.

11. Safely operate Contractor vehicles under all conditions of weather, roadways, and traffic while providing assistance to riders and adhering to route, and schedule requirements.
12. Clearly communicate service critical information both orally and in writing.
13. Be able to read, write, and speak English fluently.
14. Apply and enforce WTA service-related policies and procedures relating to appropriate rider behavior, complaint reporting, etc.
15. Exercise good judgment when complaints and problems develop.
16. Know and obey all traffic laws and safety rules.
17. Pass a drug and alcohol screen tests meeting FTA requirements for safety-sensitive positions.

## **2. D.13.b Driver Record Checks**

The Contractor(s) shall conduct a background check on each driver ensuring he/she meet WTA standards and qualifications.

Drivers will have no felony convictions involving theft, fraud, burglar, robbery, narcotics, crimes against children or adults, or any similar offense. Similarly, drivers will have no convictions for any other felony offense within the previous ten (10) years.

Newly hired drivers must have no moving violations within the past three (3) years.

Contractor drivers providing WTA contracted services shall:

1. Pass a comprehensive background check (in accordance with RCW 43.43.830 through 43.43.840, Child / Adult Abuse Information Act.)
  - a. If a Contractor(s) driver has an interruption in employment with the Contractor and returns to WTA contracted service, a new background check shall be initiated.
  - b. The Contractor(s) shall maintain, and have available for inspection by WTA, complete records of all background checks for all drivers providing contracted service. Records shall include name of driver, whether a release of information form has been completed, date of hire, date of submittal for background check to State Patrol, date State Patrol certification was returned, and status of the background check (problem identified yes or no).

2. For each driver, the Contractor(s) shall:
  - a. Maintain records of each driver's license expiration dates and certify annually that each driver's license has been renewed.
  - b. Annually review each driver's driving abstract

### **2. D.13.c Driver Training**

The Contractor(s) will hire and supervise drivers assigned to provide Auxiliary Demand Response Service. The Contractor(s) will maintain a work force that is trained to transport WTA Auxiliary Demand Response Service riders.

The minimum driver training to be provided before independently operating contracted vehicles to provide Auxiliary Demand Response Services shall include the following:

1. Assistance to disabled riders pursuant to ADA requirements, both ambulatory and those who use mobility aids, from the door of their origin location to the door of their destination.
2. Boarding and deboarding vehicles, including lift use, child car seat use, and securement of mobility devices.
3. Breakdown and accident handling procedures including emergency procedures and practices.
4. Familiarity with vehicles and equipment installed on them, including use of two-way radios and other communication systems, fire extinguishers, and other safety equipment.
5. Exhibit sensitivity to, and maintain appropriate interaction with all people, including the disabled, seniors, and children. Interaction involves those riders with cultural and racial differences, sexual minorities, and people with limited English-speaking ability.
6. Familiarity with WTA's Auxiliary Demand Response Service and its geography.
7. Sixty (60) minutes of Drug and Alcohol Awareness Training.



## **2. D. 13.d Contractor Driver Records.**

The Contractor(s) shall maintain and have available for WTA review upon request, records of all the following information for each driver:

1. Birth date.
2. Hire date.
3. License number and expiration date (where applicable).
4. CDL (if required), date of issue, expiration date.
5. WTA Auxiliary Demand Response Service date of training.
6. Service Area Geography date of training.
7. Passenger training to meet ADA requirements.
8. Radio Procedures date of training.
9. Listing with dates and brief descriptions of accidents and incidents.

## **2. D.14 Other Contractor Staff**

### **2. D.14.a Project Manager**

The Contractor(s) shall identify a Project Manager who will have general oversight responsibility for the contract with WTA. The Project Manager shall supervise all personnel providing WTA service, and manage the accounts and records for operation of that service.

The Project Manager will meet periodically with WTA to review service provided under this contract.

### **2. D. 14.b Dispatchers**

Enough Dispatchers must be assigned during Auxiliary Demand Response Service hours to maintain contact with WTA and provide direction to drivers.

Dispatchers must:

1. Possess knowledge and familiarity with all aspects of WTA Contract services including service area geography.
2. Possess the skills and abilities necessary to follow required procedures for reporting, data collection, and operation.
3. Be able to clearly communicate essential information regarding transportation of riders.
4. Pass a drug and alcohol screen meeting FTA requirements for safety-sensitive positions.

## **2. D.14.c Dispatcher Training**

The following minimum training is required for Dispatchers operating under the contract with WTA:

1. Operation of communication and other dispatch equipment.
2. Attendance at a Disability Awareness program approved by WTA.
3. Demonstrated knowledge of the geography of WTA's Service Area.
4. Sixty (60) minutes of Drug and Alcohol Awareness Training.

## **2. D.15 Vehicles**

Vehicles must be maintained with no apparent body or interior damage. All damage to vehicles shall be repaired within thirty (30) days of the event. Any deviation must be requested and approved in writing to WTA prior to the expiration of the 30-day timeline.

Repairs will be performed on all dents, rips or tears in the body, damage to frame or unit construction, bent or collapsed bumpers, broken or missing lights, glass, windows, windshields, vents, steps, seats, seatbelts, cosmetic repairs, and all additional vehicle accessories. Minor door dings are excluded. In summary, all damage that could result in an unsafe operational condition for passengers and operator or otherwise cause a misrepresentation of the safety, quality and professionalism of the Contractor and WTA.

## **2. D.16 Vehicle Cleaning and Maintenance**

All vehicles used under the contract with WTA shall be maintained in a clean, safe, working condition.

Vehicles must be kept in legal operational condition including but not limited to tires, all interior and exterior lights and mirrors. All vehicle trouble or warning codes shall be repaired or resolved immediately.

Vehicles shall be kept in optimal operating condition and maintained regularly according to manufacturer's recommendations. A permanent record shall be kept of all maintenance and repairs for each vehicle. Maintenance records must be available for inspection upon WTA's request.

Exteriors will be clean and not have broken mirrors or windows, grime, rust, chipped paint or major dents which detract from the overall appearance of the vehicle.

Interiors must be clean, free of dust, dirt, odors (including cigarettes), oil, grease, or litter. Upholstery and floor coverings will not be torn or damaged, seats will not be broken, damaged, or have protruding sharp edges. Vehicle interiors shall be swept and emptied of trash at least once daily and windows washed at least once a week. All vehicles shall be detailed thoroughly at least once a month. The interior shall be. The seatbelts shall be clean and in proper working order. Body fluids shall be cleaned up immediately before picking up additional passengers. Biohazard clean up kits must be available on each

vehicle in service. Contractor will keep a log to ensure all vehicles are cleaned according to prescribed schedule.

Each vehicle will be maintained in compliance with Federal Motor Carrier Safety Regulations, Minimum Periodic Inspection Standards. Contractors are encouraged to obtain a current copy if they do not already have one.

## **2. D.17 Vehicle Inspection**

WTA will have the right to inspect any vehicle used for WTA service. Inspections may be conducted at the beginning or end of a trip provided for the WTA, during a driver's slack time, or when the vehicle is out of service at the Contractor's facility.

If a vehicle fails inspection, that vehicle MAY NOT be utilized in Auxiliary Demand Response service until the appropriate repair or correction has been made, the vehicle has been re-inspected and passed. Any vehicle that receives a notation of "Needs Attention" may continue to remain in service, however the fault(s) must be corrected before that vehicle is re-inspected by WTA. Failure to correct a fault(s) before re-inspection is a breach of contract and justification for contract termination.

## **2. D.18 Vehicle Records**

The Contractor(s) shall maintain and permit WTA to review vehicle record files. Files for each vehicle used in WTA service will contain:

1. Vehicle identification number (VIN).
2. Vehicle license number.
3. Taxicab/limousine for-hire vehicle license number.
4. Any other licenses required (i.e. by other local jurisdictions) for operation of taxicab/for-hire vehicles.
5. Vehicle make, model, and year.
6. Lift-equipped or ramp status, if applicable.
7. Passenger capacity (including both wheelchair users and walking passengers).
8. Vehicle loss control record listing accident description, date, mileage and driver.
9. Vehicle cleaning and maintenance history.
10. Odometer readings for the beginning and end of each calendar year.

## **2. D.19 Taxes, Licenses, and Certificate Requirements**

Contractor(s) will provide service consistent with local, state and federal permits, laws and regulations. In addition, each driver and vehicle involved in providing service must be licensed by the appropriate local government. If, for any reason, any of these certificates is terminated, suspended, revoked or modified while the Contract is effective, the Contractor(s) shall immediately notify WTA. Contractor(s) is liable for all timely payments of licensing costs and taxes levied upon the them. WTA reserves the right to request copies of individual driver licenses and certifications.

Drivers who do not meet the licensing and certification standards will be immediately removed from the WTA driver pool.

## **2. D.20 Contractor Reporting**

1. Contractor(s) shall maintain individual books, accounts, and records for all services provided to WTA. These records will be separate from any other operations of Contractor. Records will be accurate, complete, and have sufficient detail to verify all costs charged to WTA are for services performed. WTA reserves the right to audit Contractor's expenses, revenues, and services related to the services provided under any contract with WTA at any time.
2. Ridership and financial data shall be provided through trip invoices. Drivers shall complete invoices for each trip provided. Monthly invoice submission includes the batched invoices and matching summaries listing invoice dates, numbers, and charges.
3. Contractor shall provide monthly invoices to WTA no later than five (5) business days after the previous month. Invoices will be accurate and contain all required information to facilitate payment.
4. Every trip invoice will include the following information. This information must be complete, legible, and accurate for payment to be made.
  - a. Vehicle and Driver Information.
    - i. Driver name
    - ii. Driver I.D. number
    - iii. Vehicle number

- b. Rider/Service Data.
    - i. Date.
    - ii. Invoice number.
    - iii. Actual pick up and drop off times. (Required for FTA reporting).
    - iv. Actual pick up and drop off odometer readings. (Required for FTA reporting).
    - v. Passenger name, address, extra passengers, and other information for trips that differs from that provided by the WTA control center but still results in a pickup. For example, the driver is dispatched to the Kohl's north entrance at Bellis Fair, but the passenger is at Macy's north entrance.
    - vi. Total one-way trips for WTA-approved passengers, as well as personal care attendants and companions.
    - vii. Rider signature.
    - viii. Notation of wheelchair use.
    - ix. Amount of cash fare collected, or type of non-cash fare used by rider. Cash fares received will be deducted from the invoice.
    - x. All No Shows and charges.
    - xi. Itemized and total charges for the trip, including deduction of cash fare which is retained by driver.
  
  5. Monthly Invoice Summaries will include:
    - a. Listing of invoices by date, invoice, number, and invoice charge.
    - b. Total charges.
    - c. Total fares collected, by type, with cash fares deducted from charges.
    - d. Net charge due.
  
  6. Other Information:
    - a. Accident or incident reports connected with invoiced trip, if any.
    - b. Any events negatively effecting client service.
    - c. Any information on safety issues, passenger complaints, passenger behavior problems, maintenance logs (including major and other system failures) and any other activity reasonably maintained as an operations record.
  
  7. Rider Complaints and Other Events
- Contractor shall direct all rider complaints to WTA. Failure to report an accident, incident, or complaint is breach of the contract with WTA and grounds for termination.
8. Retainage for Required Reports.
- WTA may withhold up to five (5%) percent of the monthly invoice as retainage until all required reporting is submitted. The rights of WTA to withhold a retainage are in addition to all other rights and remedies WTA has pursuant to the parties Contract and by law.
9. Annual Drug and Alcohol Management Information System report (DAMIS).

## **2. D.21 Maintenance of Records**

All contract records shall be furnished to WTA and shall become WTA property at the end of the contract (See Part 6 on Public Disclosure). WTA reserves the right to request additional records during the course of this contact.

The Contractor(s) shall maintain all records necessary for delivery of services including but not limited to:

1. Trip Invoices and Invoice Summaries
2. Personnel Records
3. Vehicle Records
4. Accident and Incident reports
5. Drug and Alcohol Testing records

## **2. D.22 Accidents and Incidents**

1. Contractor shall ensure the safety of riders by all means necessary, including but not limited to:
  - a. Driver training, retraining, and monitoring.
  - b. Use of safety belts and child restraints.
  - c. Proper use of ADA-compliant wheelchair lifts, ramps, and securements.
  - d. Conducting vehicle maintenance according to manufacturer standards.
  - e. Maintaining order in and around vehicles.
  - f. Consistently applying safety and emergency procedures.
2. Immediately notify WTA dispatch of any accident or incident taking place during WTA-assigned service resulting in any damage to vehicles or injury to persons, regardless of fault.
  - a. Notify WTA Dispatch within five (5) minutes of any accident, medical emergency, or incident involving WTA-assigned service. If directed by WTA Management or Supervisory personnel to do so, the Contractor driver will remain at the scene until released by WTA staff.
  - b. Comply with FTA post-accident testing protocols, including drug testing. Protocols can be supplied upon request.
  - c. Submit to WTA's Project Manager, within twenty-four (24) hours, a written event report. The report will, at minimum, comply with WTA guidelines, which will be provided to the Contractor.
  - d. Accidents and incidents involving WTA-assigned service may be subject to post accident/incident investigation, including field investigation by WTA Supervisory staff including drug testing. Contractor personnel will cooperate fully with anyone conducting WTA investigation at the accident scene or later.

3. Safety belts and child restraints

- a. All children shall be properly secured in a manner approved and consistent with State law. The child restraint devices shall be the responsibility of the parent or guardian.
- b. Vehicles shall not be operated unless all riders are either wearing a safety belt, securely fastened into an approved child restraint device, or securely fastened with an approved wheelchair securement.
- c. If a state approved child restraint device is not available or if a person refuses to wear an approved device, service shall be denied, and WTA Dispatch shall be notified within five (5) minutes.

**2. D.23 Marketing and Public Relations**

WTA shall furnish all schedules, maps, tickets, passes, and other printed materials required for WTA contracted services. WTA shall be the exclusive public media spokesperson in connection with WTA transportation services provided by Contractor. Under the Contract with WTA, all materials or information provided to riders shall be approved by WTA's Manager of Specialized Transportation prior to its release to riders.

**2. D.24 Communications/Lobbying**

The Contractor(s) shall communicate all issues with WTA's Manager of Paratransit or designated WTA staff. WTA is the spokesperson for Auxiliary Demand Response Service.

The Contractor shall not contact or lobby any WTA Board member, employee, agent, or any other party, in regard to this agreement, prior to exhausting administrative remedies within the WTA.

**2. E Contractor Performance Reviews**

WTA will conduct a performance review of projects and the Contractor every twelve (12) months while the Contract is in effect<sup>5</sup>. These reviews shall be completed by WTA's Project Manager. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for any Contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

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<sup>5</sup> 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

WTA will be using the criteria below in its evaluations.

- **Communication**  
Contractor communicates regularly and openly with WTA staff. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Verbal and written communication is concise and easy to understand to individuals not on the project teams. Tasks for all stakeholders are clearly defined.
- **Interpersonal Skills with WTA staff**  
Effectively coordinates, engages, and cooperates in contract execution. Collaborates with WTA staff and is conscious of how workflows intersect. Respectful of WTA culture, mission, vision, and values. Seeks feedback to improve relationships and improve stakeholder commitment towards quality deliverables.
- **Rider interaction and relationships**  
Is courteous with riders and mindful of existing and future relationships between the community & WTA. Cooperates with riders while being mindful of WTA's requirements. Assertive with WTA's needs and requirements while being respectful. Represents WTA appropriately during drives and interactions with riders.

Evaluations will be scored as follows:

**1 = CONSISTENTLY BELOW EXPECTATIONS:** Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

**2 = BELOW EXPECTATIONS:** Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

**3 = MEETS EXPECTATIONS:** Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

**4 = EXCEEDS EXPECTATIONS:** Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

**5 = CONSISTENTLY EXCEEDS EXPECTATIONS:** Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.



### Part 3 - Submission Guidelines

All submittals become the property of WTA.

#### 3. A Procurement Schedule

Activity	Date - 2020
Procurement Request Released	August 28
Clarification Deadline	September 7
Submissions Due	September 17 no later than 12:00 PM PST
Finalist In Person Interviews*	September 24
Final Selection (Best & Final Offer)*	September 28
Notice of Intent to Award**	October 1
Estimated Award Date	October 15, 2020

\* WTA reserves the right to award a contract(s) without Interviews or a Best and Final Offer.

\*\*Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

WTA reserves the right to modify the Procurement Schedule through written addenda.

WTA may invite the top one (1) to four (4) firms (competitive range) for a semifinal interview. Any interviews will be scheduled no later than close of business on September 21. Requirements of the interview will be provided when the interview is scheduled.

#### 3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge addenda using Exhibit A

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline, if a BAFO occurs. The proposer with the 2<sup>nd</sup> highest score should be willing to hold their pricing and agree to the terms and conditions of the RFP should WTA terminate the original contract within 90 days of its execution.

WTA may request clarification or additional information, including, but not limited to, financial statements.

### **3. C Minimum Proposer Qualifications**

At the time of proposal, Proposers must meet the following minimum qualifications. Proposers will not substitute the experience of a sub for their own.

1. No less than five (5) years' providing public facing, ADA Compliant services.
2. Be a licensed carrier, demonstrated with a license issued by the State of Washington Utilities and Transportation Commission, or hold a "For Hire" permit from the Washington State Department of Licensing.
3. Operate and maintain facilities and equipment sufficient to deliver transportation service. All facilities and equipment must comply with all local, state, and federal requirements, ordinances, and laws, specifically 42 USC 126. Proposers must familiarize themselves with these requirements.
4. Have capacity to provide and maintain insurance at the levels required in this RFP through the life of the contract.
5. Ability to meet EEO, and other applicable federal, state and local laws, including Drug & Alcohol Program and Testing for safety sensitive personnel.

### **3. D Proposal Submission**

Proposals via email or a dedicated USB Flash Drive is the required method of submission. Hard copies will returned unopened.

Clearly identify all submissions "Sealed Proposal RFP #2020 - 287." Submit proposals to:

Magan Waltari, CPPB, CPSM  
Procurement & Grants Coordinator/DBELO  
Whatcom Transportation Authority  
4011 Bakerview Spur Rd.  
Bellingham, WA 98226  
(360) 788-9332  
procurement@ridewta.com

Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) must arrive by the due date.

### 3. E Submission Packages

Proposals will conform to the following:

- Pages of the proposal should be numbered
- Sections clearly identified
- Single spaced, no columns
- Minimum twelve (12) point font
- No more than ten (10) double sided pages, excluding Exhibits A – E and any requested certificates and programs.

Marketing materials, alternate agreements, and any other information not requested will be counted against the page limit.

All proposals will include the following information in the following format:

WTA will not reimburse proposers for costs incurred in preparing their proposal.

1. Firm and Principal Information:
  - A. Provide a brief history and description of your firm. Explain the organizational structure, size, capabilities to provide ADA compliant service, qualifications, and experience in executing similar scopes of work.
  - B. Provide details about staff that will be assigned to this project.
  - C. Describe your experience, knowledge, and success in providing ADA compliant transportation services.
2. Execution Plan
  - A. Summarize any assumptions made in proposal preparation. Include items/tasks assumed WTA will perform, items/tasks required from WTA, and items/tasks not included in the proposal (outside of the work scope).
  - B. Outline the roles, responsibilities, and expectations of WTA.
3. Client References  
Provide references for three (3) clients from the last three (3) years with similar scopes. Other public and social service agencies are preferred but not required. Contact information must be current and accurate in order to be evaluated.
4. Rate schedule  
Rates proposed are all inclusive. Some examples include insurance, taxes, and any other reimbursable fees. (Use Exhibit C).
5. Technical Proposal  
Complete Exhibit H. Should a topic not be applicable, indicate “N/A” or “Not Applicable” in the section. DO NOT LEAVE THE TOPIC BLANK. This will constitute a no answer and may affect a proposals overall evaluation score.

### **3. F Conflict of Interest**

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

### **3. G Addenda**

Addenda will be issued to all known RFP holders should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A as the Addenda become part of the final contract.

### **3. H Contact with WTA**

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator listed in 3.D above.

### 3.1 Protest Procedures

**Filing a Protest** Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFP.<sup>6</sup> Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

**Time for Filing a Protest.** A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

**Notice of Protest.** Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

**Stay of Award.** If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

#### Review of Protests

**Review:** The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.

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<sup>6</sup> "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

**Appeal:** A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

### **3. J Inter-local Purchasing**

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price and contract terms.

### **3. K Request for Clarification, Deviation, or Substitutions**

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify the Procurement and Grants Coordinator by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

### **ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD**

The ITB and the PROPOSAL SUBMITTED constitute an "offer" and "acceptance" of all of the terms and conditions for an enforceable contract, subject to WTA's formal award of a bid, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable "contract" whose terms and conditions will comprise those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term "Contract" shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.



Submission of a proposal grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal's rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBISTITION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.



## Part 4 – Proposal Evaluation

### 4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

Factor	Score
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail
Cost	0-4

Pricing score is calculated using the following normalizing formula.  
(Lowest Overall Proposed Price ÷ Price Being Evaluated) × Total Points Possible = Score.

2. Evaluation Committee will review Proposals receiving 3 “Pass” scores against the following Initial Evaluation Factor(s), which are listed in the order of importance.

Initial Evaluation Factor	Score
Demonstrated ability to meet requirements in 2.D	0-4
Qualifications and experience of firm, firm officers, management personnel, and key personnel assigned to this project.	0-4
Financial capacity	0-4
Clarity of proposal	0-4
<b>Initial Evaluation Total</b>	<b>16</b>
<b>+ Cost points above</b>	<b>4</b>
<b>Total Possible Cumulative Initial Evaluation Score</b>	<b>20</b>

Committee members will assign a score of 0 - 4 for each factor and it will calculate total points as follows:

- 0 – Proposal did not meet factor requirements = 0%
- 1 – Proposal met less than ½ of factor requirements = 25%
- 2 – Proposal met at least ¾ of factor requirements = 50%
- 3 – Proposal met all of the factor requirements = 75%
- 4 – Proposal exceeded factor requirements = 100%

Scores are in whole numbers only or rounded down. (e.g. 4.5 will round to 4). Only price will be extended to one decimal (e.g. 3.21 will round to 3.2) Scores will then be averaged based on how many members of the Evaluate Committee are scoring

3. The top 2 – 4 proposals (Competitive Range) may be invited for interviews. Proposals and interview results are re-scored against the Initial Evaluation Factors

based on information provided by interviewees. Price will be recalculated based on the number of proposals in Competitive Range.

4. A member of the Evaluation Committee and/or the Procurement & Grants Coordinator will check references of the proposals in the Competitive Range and share them with the evaluation committee. The committee will rescore against the Competitive Range Factor(s).

<b>Competitive Range Factor</b>	<b>Score</b>
Relationship with prior clients/References	0-4
<b>Competitive Range Total</b>	<b>4</b>
<b>+ Initial Evaluation Points Above</b>	<b>16</b>
<b>+ Cost Points Above</b>	<b>4</b>
<b>Total Possible Cumulative Competitive Range Evaluation Score</b>	<b>24</b>

5. Competitive Range scores, Initial Evaluation scores, and cost will be added to determine the highest scoring proposer.
6. Proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below. BAFO's will be re-scored against the same evaluation criteria above. WTA reserves the right to award a contract without a Best and Final Offer Request.
6. The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 5 points of each other, they are considered comparative equals. WTA will require best and final offers (BAFO) be submitted for evaluation. The Evaluation Committee will review them against all of the evaluation factors above and render a final score.

#### **4. B Evaluation Criteria**

##### **4. B.1 Cost**

Cost will be scored based on each of the proposed average trip costs plus any proposed additional fees that would be assessed for the trip but not included in the per trip charges. Proposers will use the format in Exhibit C.

Separately provide any additional proposed fees or charges. Examples include, but are not limited to fuel surcharges, administrative fees, minimum trip charges, etc. A detailed description for the charge must be included with a calculation.

#### **4. B.2 Demonstrated ability in meeting work requirements**

Proposals will be reviewed and scored based on demonstrated understanding of the contractual undertaking, including approach to the project, management plan, transition, training programs for staff, familiarity with ADA riders and their needs, and alignment to the scope of work.

#### **4. B.3 Qualifications**

Proposals will show, in detail, why Proposer is qualified to perform Auxiliary Demand Response Service for a public agency. Proposer will detail staff training, quality assurance, and any other means and method it will use to show its qualification to perform the scope of work.

#### **4. B.4 Financial Capacity and Intent**

Demonstrate the firm possesses the necessary financial resources to perform the scope for the life of the contract. Proposals will show continuity of operations as well as the proposers financial capacity and intent to complete a five (5) year contract.

#### **4. B.5 Clarity of Proposal**

Overall clarity of submitted response (clear, concise, professional, thorough, easy to follow). The organization and presentation of the RFP response indicates the firm's ability to follow instructions, pay attention to detail, and assemble clear and concise documents while following the formatting guidelines provided.

#### **4. B.6 References**

WTA staff will review provided references and verify that the Proposer has performed satisfactorily on other contracts. Similarly, WTA will ask about staff skills including communications, timeliness, issue resolution, and ability to perform the work, and that contract requirements were met. References where work of like nature, magnitude and comparable difficulty, and at comparable rates of progress are preferred.

#### **4. C Responsibility Review**

WTA will only award to proposers who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Proposers responsibility, WTA will review all material submitted with a proposal. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Proposer must timely provide all requested information.

#### **4. D Best and Final Offers (BAFO)**

In WTA's discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

Any modifications to the initial proposals made by a Proposer in the BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the Evaluation Criteria.

#### **4. E Notice of Intent to Award**

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

Proposers are permitted to request a debriefing about its/his/her own proposal from the Procurement and Grants Coordinator after the Notice of Intent is issued. Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to [RecordsRequests@ridewta.com](mailto:RecordsRequests@ridewta.com). Refer to Part 6 of this RFP for the process of releasing documents marked as "Confidential" or "Proprietary".

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>7</sup>.

#### **4. F Trial Period and Right to Award to Next Lowest Bidder**

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, CONTRACTORS must successfully perform. Failure to perform may cause immediate cancellation of the Contract. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized work orders up to termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next lowest responsible bidder submitted a responsive bid. Any new award is also subject to a trial period.

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<sup>7</sup> Bellingham Municipal Code 6.05.025

## Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any proposal:

### 5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be one (1) year, and WTA may, in its discretion, extend the Contract for four (4) additional years in increments that it determines in the agency's best interest.
2. Compensation: WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties.
3. Invoices: Payment will be based on successful task completion at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.), Firm Fixed Fee milestones, and corresponding milestone payments.

Invoices are due within five (5) days of the month previous (i.e. March 5<sup>th</sup> for February service). WTA reserves the right not to pay invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

### 5. B Economic Price Adjustments

Beginning in WTA may consider a rate adjustment to the per mile rate, if requested by the Contractor in writing 60 days prior to the contract anniversary date of each year of the contract. Rates are adjusted using the following index calculated over-the-year:

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Transportation.

Rates will not be adjusted more than 10% above or below the original contracted amount. WTA, in its sole discretion, will decide whether to approve or deny any adjustment request no less than 30 days before the contract anniversary date. If approved, a rate increase shall take effect the following month.

Should the referenced CPI-W index be discontinued, the index for All Items will be used.

## 5. C Insurance Requirements

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner<sup>8</sup>. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Bodily injury/death
- Personal injury
- Property Damage, including Premise and Operations, Fire damage and medical expense
- Independent Contractors coverage
- Protective Liability
- Completed Operations and Products.

The Contractor and subcontractors must provide proof the following minimum insurance each year the Contract is in effect:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
2. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Electronic Data Liability Insurance. Maintain electronic data liability insurance and/or Technology Errors and Omissions coverage applicable to the Project and insuring against liability arising out of the loss, loss of sue of, damage to, corruption or, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000.

Coverage must be maintained through the life of the Contract plus one (1) year.

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<sup>8</sup> RCW 48

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming “WTA Agents & Employee’s” for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming “WTA Agents & Employee’s” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employee’s”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

#### **5. D Subcontractors**

Contractor shall perform at least 75% of the work with its own organization. The Contractor shall not sublet to one subcontractor more than one-fourth (1/4) of the work without the previous written consent of WTA.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the sub-contractor starts, Contractor shall submit the following documents:

- A copy of the sub agreement and any purchase orders
- Insurance requirements listed in Part 5.L or furnish proof of inclusion of the Prime Contractors insurance
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable





Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

### **5. E            Limitations of Liability**

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution<sup>9</sup>.

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<sup>9</sup> Article VIII, Section 7, "Credit not to be Loaned"

## **Part 6 – Public Disclosure Law**

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA’s confidentiality limitations are.

WTA will not execute non-disclosure agreements.

### **Proposals Marked Confidential:**

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Proposer labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys’ fees it incurs arising from dealing with bidder’s labeling of any portion of the bid as “Confidential” or “Proprietary,” including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

### **Public Records Application to Documents of Vendor**

As a public contract, all records prepared, generated or used by a successful vendor or its/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a “Public Record” under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

## Part 7 – Exhibits & Appendices

### Proposer’s Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.









- Proposal Form (Exhibit A)
- References (Exhibit B)
- Proposal Cost (Exhibit C)
- Notarized Conflict of Interest Certification (Exhibit D)
- Debarment, Compliance, Conflict of Interest (Exhibit E)
- Information Requested in Section 3.E Submission Packages
- Technical Proposal (Exhibit H)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Appendices
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract
- Purchase Orders

The below exhibits and appendices are embedded into the RFP as indicated with this symbol:  
Proposers are responsible for ensuring they can access them.



<b>Exhibit A</b> Proposal Confirmation & Cover Sheet		<b>Appendix A</b> Contract Terms & Conditions	
<b>Exhibit B</b> Vendor Demographics & References		<b>Appendix B</b> Sample Contract	
<b>Exhibit C</b> Proposal Cost			
<b>Exhibit D</b> Conflict of Interest Certification			
<b>Exhibit E</b> Debarment and Compliance Statement			
<b>Exhibit F</b> (RESERVED)			
<b>Exhibit G</b> Request for Exceptions, Deviations, Substitutions			
<b>Exhibit H</b> Technical Proposal	