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REQUEST FOR QUALIFICATIONS

On-Call Engineering Services

RFQ #18-007

July 26, 2018

*Prepared by
Elisa Rizzo*

Advertised/posted: Skagit Valley Herald: July 26th and August 2nd
Skagit Transit website www.skagittransit.org
Skagit Station, Mount Vernon, WA
Skagit Transit MOA, Burlington, WA

**SKAGIT TRANSIT
REQUEST FOR QUALIFICATIONS #18-007
ON-CALL ENGINEERING SERVICES**

SOLICITATION NOTICE

Notice is hereby given by the undersigned that Skagit Transit has released a Request for Qualifications (RFQ) #18-007 and will be accepting sealed Statements of Qualifications (SOQ) in the office of Skagit Transit, 600 County Shop Lane, Burlington, WA 98233 until the hour of 4:00 p.m. PDT, August 27, 2018 for:

On-Call Engineering Services. Skagit Transit shall enter a task order agreement with the most qualified firm to provide multi-discipline on-call Architectural and Engineering (A&E) services for various transit projects. The selected firm will be required, but not limited to, providing: transit and transportation related documents such as feasibility studies; stakeholder coordination; project clearances; project management; design; PS&E; construction management; surveying for right of way; underground utility location and other A&E related professional services as required.

Firms specializing in a particular technical service may participate in this RFQ by joining services with a civil engineering firm that provides a broader range of transportation related engineering services.

The initial contract term is three (3) years from the Effective Date, with two (2) successive one-year options, to be exercised solely at Skagit Transit's discretion.

Individual Task Order Documents assigned under the Agreement may be funded in whole or in part by the Federal Transit Administration (FTA), therefore the required "federal clauses" and certifications shall be incorporated into the Master Consultant Agreement. The successful Consultant shall cooperate with Skagit Transit to ensure full conformance with its funding agreements with the FTA and will comply with all terms and conditions prescribed for third party contracts by the FTA.

Equal Opportunity: It is Skagit Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from federally assisted programs and activities and in the award and administration of all contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit responses.

RFQ packets are available for viewing and downloading on Skagit Transit's website at www.skagittransit.org under the Procurement/RFP section. Only mailed, hand-delivered responses will be accepted. Responses by fax will be rejected. Skagit Transit reserves the right to cancel the RFQ, reject any and all submittals, or waive any minor formalities of this call in the best interest of Skagit Transit. Skagit Transit reserves the right to change the RFQ schedule at any time.

Dated this 26th day of July, 2018.

Elisa Rizzo
Procurement and Contracts Coordinator
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**SKAGIT TRANSIT
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Includes, SOQ, Non-Collusion, Conflict of Interest, Debarment Certification, Lobbying Certification, DBE Bidders List

**SKAGIT TRANSIT
REQUEST FOR QUALIFICATIONS #18-007
ON-CALL ENGINEERING SERVICES**

SECTION 1 – INTRODUCTION

1.00 INTENT

Skagit Transit intends to award a master task order agreement to the most qualified professional Architectural and Engineering firm capable of providing on-call multi-discipline engineering services for various projects associated with Skagit Transit facilities in Skagit County, Washington. Skagit Transit will assign project work to the Consultant through individual Task Order Documents (TOD) whereupon the parties will specifically define statements of work covering deliverables, negotiated costs, and expectations for the task (project). Proposals for subsequent Task Orders will be submitted when Skagit Transit determines that project funding is available; however, the consultant rates and fees established at time of initial contract award will be fixed and effective for the duration of the first twelve (12) months of the Master Consultant Agreement executed with Skagit Transit. Rates for remaining contract terms will be negotiated no later than sixty (60) days prior to the previous contract term ending.

Professional services to be provided by the selected Consultant under the master agreement may include, but are not limited to, the following categories for tasks and activities:

- Civil/Site Improvement Designs (i.e. bus stop/shelter design and ADA improvements)
- Mechanical Design (i.e. plumbing, HVAC)
- Electrical Design (interior and exterior)
- Architectural/Space Planning
- Structural Design And Analysis
- Constructability Reviews
- Project Estimating

Respondents to this RFQ must be able to provide all of the desired services for each of the items listed in the Scope of Services. Firms specializing in a particular technical service may participate in this RFQ by joining services with a Civil Engineering firm that provides a broader range of transportation related engineering services. Skagit Transit reserves the right to award to multiple firms. There is no guarantee of work through this solicitation.

2.00 TERM OF AGREEMENT

The initial contract term is three (3) years with two (2) successive one-year options to be exercised solely at Skagit Transit's discretion.

3.00 CALENDAR OF EVENTS

RFQ Published.....	July 26, 2018
Questions/Clarification Requests due.....	August 17, 2018 at 2:00 p.m. PDT
Question/Clarification Responses Due.....	August 21, 2018 at 2:00 p.m. PDT
Statement of Qualifications due	August 27, 2018 at 4:00 p.m. PDT
Evaluations	August 28, 2018
Notice of Short List Selection	August 29, 2018
Notice of Final Selection	August 30, 2018
Cost Data Submitted to Skagit Transit	September 6, 2018
Negotiations.....	September 10, 2018
Skagit Transit Board of Directors Award	September 19, 2018

REQUEST FOR QUALIFICATIONS #18-007
ON-CALL ENGINEERING SERVICES
SECTION 2 – SCOPE OF SERVICES

1.00 Location

On-Call Engineering Services to be provided Skagit Transit may be required for future facilities and any of the currently Skagit Transit-owned or maintained facilities in the following localities:

<u>Anacortes</u>	March Point Park 'n Ride
<u>Burlington</u>	Skagit Transit Maintenance, Operations and Administration (MOA) George Hopper Park 'n Ride Chuckanut Park 'n Ride (currently under construction by WSDOT)
<u>Mount Vernon</u>	Skagit Station South Mount Vernon Park 'n Ride
<u>Burlington</u>	Skagit Transit Maintenance, Operations and Administration (MOA2) (facility will be under remodel in the near future)

2.00 Detailed Scope of Services for Consultant

As assigned by individual Task Orders, Consultant shall conduct categories of services as described below:

- **Civil/Site Improvement Designs** (i.e. bus stop/shelter design and ADA improvements) – Typical civil site work will involve designs associated with bus stop and ADA design improvements in city right-of-way.
- **Mechanical Design** (i.e. plumbing, HVAC) – Mechanical design for Skagit Transit buildings (MOA, MOA-2 and Skagit Station) may involve design of plumbing, HVAC, and other mechanical systems.
- **Electrical Design** – Electrical design for Skagit Transit facilities, including bus stops, may involve design of lighting, communications systems, fire alarm and other electrical systems.
- **Architectural/Space Planning** – Architectural and space planning at Skagit Transit facilities may involve assessments of current space needs and recommendations for modernizing and upgrading facilities to improve functionality, space efficiency and ease of use.
- **Structural Design and Analysis** – Structural analysis may be needed to determine structural integrity in the installation of auxiliary equipment on buildings, in reconfiguring building spaces, and in retrofitting bus stop shelters and signs to include solar and real-time displays.
- **Constructability Reviews** – In conjunction with design of equipment or facilities, constructability reviews may be required to ensure the design provides for ease and efficiency in construction and that the design would not discourage or preclude qualified contractors from bidding.
- **Project Cost Estimating** – Project cost estimating will be required in conjunction with design of equipment or facilities and construction costs. These services may also be needed for feasibility studies and assisting Skagit Transit staff with Independent Cost Estimates prior to bidding.

3.00 Examples of Possible Forthcoming Work

Skagit Transit is in the process of securing funding for a number of projects that were included in the Statewide Transportation Improvement Plan (STIP). Award dates are unknown at this time.

Consultant activities associated with upcoming projects over the term of the master task order agreement are summarized in **Appendix A**, “Anticipated Skagit Transit Projects”. All projects are Contingent upon available funding and are subject to further approval by the Skagit Transit Board of Directors. Consultant will be precluded from competing for the follow-on work they helped define.

4.00 Potential Task Order Assignments

4.01 Possible Project and Construction Management tasks that may be required of the Consultant in executing Task Order assignments include, but are not limited to:

- Preparation and delivery of various project studies, engineering analyses, assessments, plans or reports, as required. (i.e. research, feasibility and cost studies, environmental issues per NEPA and SEPA requirements, Value Engineering, technical and conceptual reports and analyses, constructability reviews), including office and field work.
- Surveying.
- Developing public relations, including coordination between Skagit Transit and other entities and utilities to obtain project and plan approvals.
- Preparation of permit applications for Skagit Transit's submittal to the City having jurisdiction of the project. Skagit Transit would pay any required permitting fees directly to the Agency.
- Preparation and approval of Plans, Specifications and Estimates (PS&E).
- Assisting Skagit Transit's Procurement & Contracts Coordinator with bid preparation and reviews for hiring a General Construction contractor to complete required construction work. Consultant is expected to provide project management and construction management support services for each project.
- Performing Project Controls activities, including quantity take-offs; cost estimate preparation and review; schedule preparation and review; safety review and training; staff augmentation; and quality control.
- Reviewing contractor submittals.
- Claims management and mitigation/dispute resolution assistance.
- Site and systems inspections and testing.
- Litigation Support

5.00 Task Order Process

5.01 Architectural and Engineering (A&E) services will be provided as needed through a Task Order "on-call" process. The Task Order process will consist of Skagit Transit contacting the Consultant and requesting services related to an individual project. Consultant will then prepare a document detailing the Scope of Work (SOW) to be performed; a schedule for completion of the work; budget and cost proposals; and the preferred method of payment (FFP or CPFF). All Task Order Documents (TOD) generated will be agreed upon in advance between Skagit Transit and the Consultant prior to any work commencing under the Master Consultant Agreement No. 18-007.

5.02 Task Orders will be initiated in accordance with the following procedure:

- 1) Skagit Transit will issue a Task Order Proposal Request to Consultant, which will more clearly define the Scope of Services, deliverables and required schedule.
- 2) Consultant will submit its Task Order Proposal (TOP) to Skagit Transit within ten (10) business days of receipt of the Task Order Proposal Request. The TOP shall include business days of receipt of the Task Order Proposal Request. The TOP shall include:
 - Consultant's detailed statement of work, including deliverables and appropriate work schedules;
 - Summary sheet of negotiated costs

- Listing of sub-consultants with authorized dollar amounts, budget summary sheet, and detailed cost breakdowns for each sub-consultant;
 - Consultant's preferred manner of payment for the Task Order. Task Orders will be issued on either a Firm-Fixed-Price (FFP) or Cost-Plus-Fixed-Fee (CPFF) with ceiling compensation basis (not-to-exceed amount).
 - Detailed cost breakdown
- 3) Skagit Transit will review the TOP for compliance with contractual requirements and ensure the TOP is complete and consistent with the Scope of Services, that personnel assigned are acceptable, and that all costs proposed are appropriate.
 - 4) If required, Skagit Transit and Consultant will negotiate any exceptions identified in the TOP or changes required to the SOW, excluding the billing rates and fees established for the master agreement. After such negotiations, Consultant shall submit a revised TOP within five (5) business days. Skagit Transit must report any TOP exceeding \$50,000 to the Board of Directors.
 - 5) If Skagit Transit and Consultant cannot come to an agreement after three (3) revisions of the TOP, Skagit Transit may discontinue negotiations and go to the next highest ranked Consultant. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.
 - 6) Within ten (10) calendar days after receipt of an accepted TOP, Skagit Transit shall issue in duplicate, at its sole discretion, the Task Order Document (TOD) form incorporating the agreed upon TOP as work to be performed under the master agreement.

6.00 Task Order Amendments

- 6.01 Contractual changes materially affecting a TOD will be made by written Amendment. Requests for time extensions; additions, changes, or substitutions to sub-consultant(s) authorizations; added or subtracted work; and dollar increases for already authorized work all need to be justified and documented to the satisfaction of Skagit Transit.
- 6.02 Prior to starting the process of amending a TOD where the dollar amount or time changes the project, Consultant shall submit a request to amend the TOD to Skagit Transit's Contracts Administrator for verification of agreement capacity. Preliminary justification for the changes should be provided to the Executive Director at this time. No preliminary authorizations to start work prior to execution of the TOD Amendment should be given without discussion with the Executive Director or the Project Manager. In no case should early authorization be given prior to the completed scoping and budget negotiations of the TOD Amendment.
- 6.03 Scoping and budget negotiations will follow the same Task Order Process as done for the original TOD.

7.00 Commencement of Work

Prior to execution of the Master Consultant Agreement no authorizations to start work shall occur unless the work falls specifically under Skagit Transit's policy regarding emergency procurements. No work will be authorized prior to execution of the TOD without prior approval of Skagit Transit's Executive Director. In no case will authorization be given prior to scoping and negotiations for the TOD.

8.00 Task Order Closeout Process

- 8.01** The Task Order closeout process is similar to the process for closing project-specific agreements except the master agreement itself is not closed, only the TOD. Consultant shall submit a written notice to Skagit Transit's Project Manager (PM) of its determination that all terms of the TOD have been met. If the PM disagrees with the Consultant, it shall notify the Consultant in writing of the items not yet complete.
- 8.02** Upon verification from the PM that the Task Order is complete, Consultant shall submit a final invoice that states, upon payment of the invoice, there are no outstanding claims or remaining charges on the TOD. If there is a balance of project funds remaining unspent in the TOD after the final invoice is paid, Skagit Transit may initiate a TOD Amendment that reduces the TOD to actual dollars spent and request execution from the Consultant. Skagit Transit will notify the Consultant in writing when all terms have been met and that the TOD is closed. Acceptance of the work does not relieve the Consultant of responsibility for undiscovered errors or omissions.

9.00 Standard of Care

- 9.01** Consultant shall exercise a degree of care, diligence, skill and judgment in the rendering of all services under this Contract which shall be no less than that exercised by consultants of similar reputation performing work for projects of a size, scope and complexity similar to the Task Orders requested by Skagit Transit.
- 9.02** Consultant shall function with overall guidance from Skagit Transit staff identified in the TOD, but will manage and control the day-to-day work directive activities and deliverables. Coordination of some of the work may be required with the city, County and/or other local agencies for project clearance. It is anticipated that all work will be prepared in accordance with Skagit Transit practices, regulations, policies, procedures, and standards, as appropriate and may include compliance with the Federal Transit Administration (FTA) and/or the Washington State Department of Transportation (WSDOT) requirements.

10.00 Point of Contact

- Consultant shall designate a point-of-contact (POC) within the firm to coordinate all activities. The POC will be permanently assigned in this capacity for the duration of the Agreement period. The POC shall have the authority to make commitments and decisions that are binding on the Consultant. Any changes to Consultant's personnel under this Agreement or individually assigned project shall be subject to Skagit Transit's written approval.
- 10.01** Skagit Transit shall designate a Skagit Transit point-of-contact (STPOC) from within the agency for each Task Order issued. The STPOC will be permanently assigned in this capacity until the completion of that Task Order. The STPOC shall have the authority to make commitments and decisions that are binding for the assigned Task Order.

11.00 Specifications Preparation and Submittal

- 11.01** The preparation of the Contract Documents for each subsequent construction contract will involve responsibilities on the part of the Consultant's Project Manager and design team and Skagit Transit's Procurement and Contracts Coordinator (PCC), with each contributing certain elements or parts of elements to the total package.
- 11.02** The fundamental requirement for all Specifications is that they be contract specific. Consultant shall specify only those provisions for submittals, materials, workmanship, and tests that apply to the Work to be performed by the General Contractor (GC). Whenever possible, Consultant shall specify

the desired outcome of the Work and avoid specifying the means and methods to be followed by the GC in the performance of an operation.

- 11.03** The Contract Documents are to be viewed as a whole; changes to one section will have impacts on other sections of the documents. To ensure the integrity of the Contract Documents, the parties responsible for preparation should not deviate from the templates provided. If changes to Skagit Transit templates are required then changes must be coordinated with Skagit Transit's PCC. The Contract Document templates are subject to version control. To ensure the current version of the Contract Document templates are used, the templates may be provided by the PCC for Consultant's insertion in the Project Manual.
- 11.04** The Consultant's Project Manager and design team are responsible for the preparation of the following sections: Schedule of Bid Prices, Measurement & Payment, Special Provisions, Supplemental Technical Provisions, and the Contract Drawings/Plans. The Project Manager is responsible for managing the Contract Document review process and, in conjunction with its Contract Planner, is responsible for the preparation of any Supplemental General Provisions. The Contract Planner will also comment on contract Plans and Specifications at various design phases (i.e. 65% and 95%).
- 11.05** The PCC will manage the review and concurrence of the Contract Documents with Risk Management and the DBE Liaison. The PCC is responsible for preparing the Bid Notice Advertisement, Instructions to Bidders, General Provisions, the Contract, Federal Certifications, as applicable and the required documents pertaining to public work contracts (Contract Bonds, retainage forms, etc.).
- 11.06** The PCC is also responsible for legal review of the Contract Documents prior to advertisement. The General Provisions are version controlled; Skagit Transit's attorney and PCC are responsible for managing version control. The PCC is responsible for the management of the procurement (bid) process through issuance of a Notice to Proceed.

**SKAGIT TRANSIT
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SECTION 3 – INSTRUCTIONS

1.00 GENERAL

- 1.01 By submitting a response to this RFQ, Applicants agree to be bound by all legal requirements and contract terms and conditions contained herein. Failure to include any of requested information and properly completed forms and documents may be cause for immediate rejection of the submittal.
- 1.02 Joint Venture: Joint venture submittals will not be accepted by Skagit Transit. Submittals shall be structured so that the Applicant, or lead consulting firm, is the primary A&E consultant. Firms associated with the primary consultant, providing goods and/or services to Skagit Transit under the contract, shall be deemed as a subconsultant to the primary consultant and not Skagit Transit.
- 1.03 Disadvantaged Business Enterprises (DBE): As a direct recipient of federal operating funds, Skagit Transit must comply with federal EEO requirements, Title I and Title V of the Americans with Disabilities Act of 1990, and Title VII of the Civil Rights Act of 1964. At this time there is no DBE goal required for consultant agreements; however, DBE participation is encouraged to ensure that minority and women-owned businesses are afforded the maximum practicable opportunity to compete for and obtain public contracts for services.
- 1.04 Organizational Conflicts of Interest: An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Skagit Transit; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. Skagit Transit will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Skagit Transit may prohibit the consultant, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

2.00 RFQ COORDINATOR

- 2.01 Upon release of this Request for Qualifications (RFQ), all communications concerning this RFQ must be directed in writing to the RFQ Coordinator listed below. Any person contemplating submitting Statements of Qualifications (SOQ) who is uncertain of the intended meaning of any part of the RFQ, or who finds discrepancies in or omissions from the RFQ, may request interpretation, clarification, or correction of this RFQ. Such requests must be submitted in writing to the RFQ Coordinator by mail, e-mail, or hand delivery not later than three (3) calendar days before the Submittal Deadline. Applicants are responsible for timely delivery.
- 2.02 Unauthorized contact regarding this RFQ with other Skagit Transit employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Agency. Applicants should rely only on written statements issued by the RFQ Coordinator.

Elisa Rizzo
Procurement and Contracts Coordinator
Skagit Transit
600 County Shop Lane, Burlington, WA 98233
Ph: 360-757-8801
Fax: 360-757-8019
E-mail: erizzo@SkagitTransit.org

3.00 QUESTIONS AND ANSWERS

- 3.01 Skagit Transit's official response to inquiries shall be made by written Addendum, including information that Skagit Transit deems necessary for submittals, or if the lack of information would be prejudicial to other prospective Applicants, or if there are any changes to this RFQ.
- 3.02 All prospective Applicants are required to register with the RFQ Coordinator as Planholders; as this medium will be the primary form of information dissemination regarding the RFQ. Written Addenda will be issued by the RFQ Coordinator and either or faxed or e-mailed to ALL prospective Applicants registered on the Planholders' List at the time the Addendum is issued.
- 3.03 Skagit Transit will not be responsible for any other interpretation, clarification, or correction of this RFQ. Unless directed otherwise, Applicants who seek to obtain answers from contacts other than the RFQ Coordinator are advised that such material is used at the Applicant's own risk and such action may be cause for disqualification.
- 3.04 All Addenda will be considered part of the RFQ and thereby incorporated into the master Consultant Agreement. Applicants should ensure that they have received all Addenda to this RFQ by direct inquiry to the RFQ Coordinator *prior* to the submittal deadline. **Applicants MUST acknowledge receipt of all issued Addenda by completing the applicable section on Exhibit A, Part 1. Failure to acknowledge receipt of Addenda may invalidate a submittal as non-responsive.**

4.00 SUBMITTALS

- 4.01 Submittals must be mailed or hand-delivered to Skagit Transit's administrative office in Burlington, WA to be received no later than **4:00 p.m. PDT on August 27, 2018**. Oral, telephonic, telegraphic, electronic, or faxed submittals will not be accepted.
- 4.02 Submit **four (4)** copies and **one (1)** original of your entire submittal, including all completed Exhibits attached herein, in a sealed envelope clearly marked "**RFQ 18-007 / On-Call Engineering Services**" on the front and addressed to:

Elisa Rizzo, Procurement and Contracts Coordinator
Skagit Transit
600 County Shop Lane
Burlington, WA 98233

- 4.03 It is the responsibility of the Applicant to ensure submittals are delivered by the specified date and time. Skagit Transit accepts no responsibility for submittals that are untimely delivered. **Qualifications received after 4:00 p.m. PDT on the date listed above will not be eligible for consideration** and will be returned unopened to the Applicant. The deadline will be strictly adhered to. **Late submittals will not be considered.** All submittals received in a timely manner become the property of Skagit Transit and will not be returned.
- 4.04 Incurred Costs: Skagit Transit will not be responsible for any costs incurred by consultants in preparing, submitting, or presenting their response to this RFQ.
- 4.05 Non-responsive Submittals: Skagit Transit reserves the right to reject as non-responsive any submittal from Applicants who have previously failed to perform properly or complete any contracts in a timely manner; and any submittal which is incomplete, obscure and irregular.

- 4.06 Withdrawals: Applicants may only withdraw their submittal if a written request is received by the RFQ Coordinator *before* the submittal deadline. Such requests must be signed by an individual authorized to submit on behalf of the firm. No submittal may be withdrawn *after* the specified date and time unless the award is delayed for a period exceeding sixty (60) days.
- 4.07 Modifications: All modifications shall be made in writing, executed and submitted in the same form and manner as the original SOQ at any time prior to the submittal deadline. Nothing in this section shall be construed to permit the Applicant to alter its response after it has been submitted pursuant to the terms of the RFQ.
- 4.08 Reservations: Skagit Transit reserves the right to: Accept or reject any or all submittals received as a result of this RFQ; Modify or cancel the RFQ, in whole or in part, prior to the execution of a contract; Waive informalities or irregularities in the submission process; Request clarification of information submitted; Request additional information from any Applicant or previous clients of the Applicant; Conduct presentations or interviews; Select a firm for award based solely on the written response to the Evaluation Criteria; Negotiate with more than one qualified firm within the competitive range; Award a contract in the best overall interest of Skagit Transit or; refrain from contracting with any Applicant. The release of the RFQ does not compel Skagit Transit to enter into any contract pursuant to the RFQ.
- 4.09 Non-Submittal: If you determine not to submit a response to this RFQ, we would appreciate your input on the “No Response Form” attached herein as to why a response could not be submitted at this time.

5.00 SUBMITTAL CONTENTS

To be considered responsive to this RFQ and to facilitate evaluations, submittals should be organized in the order of the outline given below and include the following information:

1. Exhibit C – Cover Page. To facilitate identification of the submission, please use this sheet or reproduction as the very first sheet on the outside of all document copies. Be sure to complete the receipt of Addenda acknowledgement.
2. Letter of Interest – Cover Letter. (limit 2 pages) The letter should introduce the consultant, establish the firm's interest in the venture, and briefly summarize the firm's qualifications and past experience relevant to the Scope of Services. It should be signed by an individual authorized to commit the resources of the firm.
3. Exhibit C – Administrative Information. Provide the name, address, and telephone number of the individuals with authority to negotiate and contractually bind the firm.
4. Response to the Evaluation Criteria (SOQ). Use the suggested presentation outline to organize your Statements of Qualifications and respond to all items in order. Short statements following each item are offered as starting points only. Applicants may provide additional information to more fully develop their responses to the relevancy of the projects. If you do not use this suggested format as your outline, please index your responses to each item. Answer each item fully, completely and concisely. All submissions will become part of the official records for this RFQ and cannot be returned.
5. Exhibit C – Mandatory forms – Federal Certifications that must be turned in with submittal.

6.00 STATEMENTS OF QUALIFICATIONS

- 6.01 Statements of Qualifications (SOQ) may be in the form of a letter and should include copies of resumes for the Applicant and key personnel highly likely to be assigned to Skagit Transit projects. SOQ may include other material that may assist in evaluating the submittal. All supporting documentation should be relevant and brief.
- 6.02 SOQ should be prepared simply and economically with emphasis placed on completeness, clarity of content and adherence to the presentation structure required by the RFQ. A straightforward, concise description of your firm's capabilities to satisfy the requirements of the request should specifically address the scoring criteria listed herein.
- 6.03 It is preferred that SOQ not exceed twenty single-sided (or ten double-sided) 8-1/2 x 11 pages. Page limitations exclude Exhibits A through E, cover letter, resumes, supporting documentation, and any Table of Contents. Font size shall be no smaller than 11 points.
- 6.04 SOQ shall be stapled together in the upper left corner, free of any specialized binding. Extraneous presentation materials such as elaborate artwork, corporate brochures, lengthy narratives, expensive paper, etc. are neither necessary nor desired. Use of recycled paper is desirable wherever practicable.

7.00 EVALUATION CRITERIA

Skagit Transit intends to award an Agreement to the most qualified, responsible firm submitting a responsive Statement of Qualifications (SOQ). The following criteria with a point system of relative importance and an aggregate total of 100 points maximum will be utilized to evaluate each SOQ:

	<i>Qualifications and Experience</i>	<i>Weighting (Max. Points)</i>
(1)	Applicant Qualifications	10
(2)	Relevant Transportation Experience	20
(3)	Demonstrated competence in the services to be provided.	10
(4)	Team Plan and Team Qualifications	10
(5)	References	10
(6)	Financial Stability	15
(7)	Demonstrated ability to comply with RFQ requirements and perform work under a task order agreement.	15
(8)	Responsiveness to RFQ Requirements	10
	TOTAL POINTS	100

8.00 SELECTION PROCESS

- 8.01 Submittals will not be publicly opened and will be kept strictly confidential during the evaluation phase. All aspects of evaluation, including quantities of submittals received, identity of Applicants, documentation, correspondence and meetings, will be kept confidential by the Selection Committee until after the A&E Consultant has been awarded the contract.
- 8.02 A responsive submittal is one which conforms in all material respects to the RFQ. Skagit Transit reserves the right to waive technicalities or minor informalities in determining a Respondent's responsiveness. A responsible Respondent is a person or firm that has the capability in all respects to perform fully the contract requirements, and the perseverance, experience, integrity, reliability, capacity, facilities, equipment, etc. which will assure good faith performance.
- 8.03 Responsive submittals will then be evaluated against the Evaluation Criteria identified in Section 7.00 above. From these rankings, either a recommendation for the most highly qualified firm will be made or a short-list of leading candidates will be developed for the purpose of conducting oral presentations or interviews of their submittal.
- 8.04 Developing a short-list will in no way change the original submitted response and shall not constitute acceptance of any subsequent proposal. Short-listed firms should plan to have key personnel participate in the presentation or interview and may be asked to provide a detailed approach to the work anticipated in Appendix A, or supplemental/additional information for review by the Selection Committee prior to the meeting. As an alternative to reduce travel costs, video presentation or teleconferencing may be considered.
- 8.05 Skagit Transit reserves the right to utilize new or revised Evaluation Criteria and weights in evaluating any short-listed firms. If changes are made to the criteria or weights they will be reduced to writing and be sent to the short-listed Applicants prior to the presentation date.
- 8.06 After evaluations, Selection Committee scores will be checked for accuracy and tallied to result in the most highly qualified firm whose submittal, in the opinion of the Selection Committee, best meets the RFQ requirements, Evaluation Criteria, and is in the best overall interest of Skagit Transit.
- 8.07 Notice of Selection: Skagit Transit shall issue a written Notice of Selection to all Applicants of its intent to enter negotiations with the selected Applicant and award the contract. If negotiations fail to produce an agreement, Skagit Transit will enter into negotiations with the second highest ranking candidate on the list. This process will repeat until an agreement is reached and a contract has been executed.

8.08 NEGOTIATIONS AND COST DATA

- 8.09 The top-ranked (highest scoring) Applicant will prepare and submit to Skagit Transit its cost proposal for its firm and any sub-consulting firms, including all supporting cost data necessary to negotiate an hourly rate and fixed fee that Skagit Transit determines is fair and reasonable. These costs, as mutually agreed to by Skagit Transit and Applicant, will form the basis for a billing/payment provision and establish the rates to be used for each Task Order to be completed under the Master Consultant Agreement.
- 8.10 Supporting cost data shall consist of the following level of detail:
- 8.11 **Direct Salary Costs (DSC):** Identification of individual job positions or labor classifications and the hourly raw salary rates for each individual. The salaries shall be exclusive of a payroll burden, overhead or markups. Applicant shall provide same for sub-consultants.

- **Payroll Burden:** Identification of all costs associated with employee benefits (non-salary expenses), including but not limited to: Sick leave contribution; Vacation pay; Holiday pay; Incentive pay; Unemployment and other payroll taxes; Contributions for Social Security and Workers' Compensation Insurance; Retirement, medical and other group benefits.
- **Other Direct Costs (ODC):** Identification of non-salary costs, by type or category, that are specific to the Task Order or project, including but not limited to: Travel and living expenses of principals and employees; Communication expenses (long-distance telephone, facsimile, shipping, special postage); Special services and equipment not applicable for inclusion in the general overhead; Identifiable stenographic and drafting supplies; Reproduction work; Graphic services; Audiovisual equipment for public meetings, and expenses for specialized health and safety programs.
- **Indirect Cost Rates – Overhead (OH):** Identification of indirect cost pool(s) and allocation base(s) for home, office and dedicated field office expenses and services essential to the conduct of the business. Overhead is typically expressed as a percentage of DSC and includes indirect costs such as: General office expenses (i.e. utilities, telephone, depreciation, rental furniture, rent, drafting equipment, engineering instruments, vehicle expenses, and office and drafting supplies not identifiable to a specific project); Taxes and insurance, other than those included as DSC (excluding state and federal income taxes); Library and periodical expenses; Technical and professional meetings; Continuing education; Salaries and expenses other than those identified in the DSC and ODC . In each case, Consultant shall identify cost elements contained within its OH rate pool. If it is the Consultant's normal practice to show employee fringe benefits as a separate OH rate on direct labor, then such practice shall be incorporated in the rates submitted.
- **Audited Overhead (OH) Rate:** Consultant shall submit an audited OH rate with its cost proposal. Audit shall have been conducted by the Federal Government, a State Department of Transportation, a Certified Public Accountant, or independent Auditor. Identify the audit agency, contact name, phone number, and furnish copies of findings.

If Applicant is unable to provide a current (not older than 18 months) audited overhead rate analysis, it will need to submit, at a minimum, an overhead schedule showing a breakout of allowable and unallowable OH costs relative to direct salaries/wages/tax; percentage of OH to direct salaries/wages; percentage of OH to the total burden; and prorated allocation of OH expenses based on billable rates. Applicant shall further state whether the rates are compliant with Federal Cost Principles contained in Title 48, Code of Federal Regulations, Part 31 and in accordance with the current revision of Office of Management and Budget (OMB) Circular A-87.

- **Proposed Fees (Profit):** Shall be submitted as a percentage of the DSC, Payroll Burden, and OH. Consultant's maximum fee, as a percentage of fully burdened DSC, allowable by Skagit Transit shall not exceed 6%.
- **Subcontracts:** Identification of cost of any subcontracts and any mark-up planned for subcontracts.

8.12 Skagit Transit reserves the right to request documentation supporting the proposed overhead rate of both the selected firm and any sub-consultant firms. Applicant should be prepared to submit the following to Skagit Transit, if requested: Financial Statements, including balance sheet and income statement. Only the Prime Consultant should submit this information, and payroll records.

- **Direct Salaries.** Provide the following information for all firms: List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed with MS Excel and submitted electronically to erizzo@SkagitTransit.org. The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.

- 8.13 Should Skagit Transit and the Applicant fail in their negotiations, Skagit Transit reserves the right to end negotiations, at a time of its choosing, and begin negotiations with the next “most highly qualified firm”. Failure to negotiate a Scope of Services and fee will not terminate the Applicant’s “eligibility” status.

9.00 AWARD

- 9.01 Skagit Transit will be the sole judge in the determination of the most highly qualified Applicant and reserves the right to make selection based solely on the written response to the Evaluation Criteria and forego developing a short-list of firms and award its total requirements to one Applicant or to apportion those requirements among several Applicants, as Skagit Transit may deem to be in its best interest.
- 9.02 Skagit Transit reserves the right to enter into a contract, identifying an amount "not to exceed", with any Applicant and will prepare such contract based upon a Scope of Services and proposed costs as negotiated and approved by the selected Applicant and Skagit Transit. Skagit Transit further reserves the right to reject any proposed agreement or contract that does not conform to the RFQ requirements and which is not approved by Skagit Transit’s attorney.
- 9.03 Board Approval: Once negotiations are successfully completed, a recommendation for contract award will be presented before the Skagit Transit Board of Directors. Approval by the Board of Directors declaring the Applicant as the most highly qualified firm to perform the Scope of Services under this RFQ is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive agreement to furnish professional services associated with the list of proposed projects or any other work suitable to a firm of its type.
- 9.04 Final Award Notice: Such written notice shall be Skagit Transit’s formal acceptance of the selected Applicant’s cost proposal and will be issued to all Applicants after the Board meeting. The awarding firm shall be obligated to furnish all requirements stated in the Contract Documents as conditions precedent to formation of the executed Agreement.

10.00 FAILURE TO EXECUTE A CONTRACT

Skagit Transit intends to complete contract negotiations with the successful Applicant and fully execute the Consultant Agreement by September 23, 2018. If Skagit Transit is unable to negotiate a satisfactory agreement with the top ranked firm, or the firm does not execute an agreement with Skagit Transit within thirty (30) days after the Final Award Notice, negotiations with that firm will terminate and Skagit Transit will enter into negotiations with the second highest ranking firm. This process will repeat until a contract has been fully executed. No work will be undertaken without a mutually agreed upon scope of services, fee, and contract signed by the parties.

11.00 PROTEST PROCEDURES

- 11.01 Right to Protest: Any actual or prospective Applicant who is aggrieved in connection with the selection or award of a contract, due to a matter of law or procedural flaw, may file a protest with Skagit Transit's Executive Director. The written protest must address which law or procedure was not followed and how it has affected the aggrieved. A protest letter shall be submitted in writing *prior to* the closing date for submittals unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for submittals. The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or could have known of the facts giving rise thereto.
- 11.02 Appeals: If the protester is not satisfied with the Executive Director's solution, an appeal may be filed with the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson. Appeals filed more than seven (7) calendar days following the receipt of the Executive Director's written determination will not be accepted.
- 11.03 Stay of Procurement During Protests: In the event of a timely protest, Skagit Transit shall not proceed further with the solicitation or award of the Agreement until all administrative and judicial remedies have been exhausted, or until the Board of Directors makes a determination on the record that the award of an agreement without delay is necessary to protect substantial interests of Skagit Transit (urgent requirements, unduly delayed performance or delivery, undue harm caused by failure to make prompt award).
- 11.04 Entitlement of Costs: In addition to any other relief, when a protest is sustained and the protesting Applicant should have been awarded the Agreement under the solicitation but is not, then the protesting Applicant shall be entitled to the reasonable costs incurred in connection with the solicitation, including submittal and proposal preparation costs, other than attorney's fees.

12.00 SUBMITTALS AS PUBLIC RECORDS

- 12.01 Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.17, Skagit Transit will regard submittals as public records which will be available for public inspection and/or copying after a contract is awarded with the selected firm, regardless of any markings or notices contained in the submittal documents. Information will not be released by Skagit Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law.
- 12.02 RCW 42.17.310(1) (h) states that the following information is not subject to public disclosure: *"Valuable formulae, designs, drawings and research data obtained by any agency within five (5) years of the request for disclosure when disclosure would produce private gain and public loss."*
- 12.03 If an Applicant considers portions of its proposal to be protected under Washington State law, the Applicant shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope *separate* from the rest of the proposal. Skagit Transit shall not release or divulge such information to third parties without the consent of the Applicant, unless required to do so by applicable law or order of a court of competent jurisdiction. Skagit Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Proposal. If a member of the public demands to review portions of a proposal marked "Confidential", Skagit Transit will notify the affected Applicant prior to releasing such portions. It will be the responsibility of the Applicant to protect the confidentiality of any information submitted in the proposal and the Applicant shall take such legal actions as it may determine to be necessary to protect its interest. If the Applicant has not commenced such actions within five (5) calendar days after receipt of the notice, Skagit Transit will make the requested portions available for review and copying by the public. The Applicant will assume all liability and responsibility for any information declared confidential and shall defend and

hold Skagit Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information.

12.04 By submitting a response, the Applicant has thereby agreed to the provision of this section.

Exhibit A

RESPONSE TO EVALUATION CRITERIA

It is strongly recommended that this be used as the outline for your response.

1. QUALIFICATIONS, EXPERIENCE AND REFERENCES

- a. Summary – Provide a brief history of the firm including the number of years in business, names of members of the firm leadership, organizational structure, and a description of the firm’s philosophy. State the number of years the firm has provided the type(s) of services specifically required to complete the services herein.
- b. Firm Experience – Provide a concise description of the firm’s background and relevant experience in providing multi-discipline engineering, design, architectural and construction management support services to public transit sector similar to those outlined in the Scope of Services.
- c. Experience of Key Personnel – Identify your proposed Project Manager and other key personnel, by name and title, who will most likely be assigned from the firm to provide direct services to Skagit Transit, including such person’s relevant job histories, professional credentials, if any, and related experience in, but not limited to, working with public sector clients.
- d. Experience of Sub-Consultants – Discuss the capabilities and benefits of any sub-consultants that you may propose to include on your team to offer Skagit Transit the multi-discipline services it requires.
- e. Similar Work References – List at least three professional references able to provide information regarding your ability to perform relevant projects (not including any projects completed for Skagit Transit) completed in the last three years. The submitted information should include:
 - Name, address, e-mail address, telephone and fax numbers of the responsible official of the organization
 - Cost of the contract
 - Dates services encompass
 - Services provided
 - Project location
 - Status of the contract

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Include examples of work on similar projects, including project scope, objectives and success or failure to achieve those goals. Relevant projects in both the private and public sectors may be included.

2. FINANCIAL STABILITY

- a. Provide a statement of your firm's financial strength, stability, capacity and resources. Company official reports and other similar materials (balance sheet and income statements with 3-year summary history) should be provided. Provide information about the history of the firm, demonstrating viability of the firm.
- b. Identify any past (within the last 3 years) or pending litigation against the Applicant or firm alleging failure to perform in accordance with contractual obligations and describe present status. If there is no such litigation, this must be explicitly stated.
- c. List any projects which have resulted in time extensions and the assessment of liquidated damages against any member of the project team during the last five (5) years. If there were no extensions/assessments, this must be explicitly stated.
- d. Identify any past (within the last 3 years) or pending liens, claims, infractions or citations filed by the State or federal government, recorded with the Skagit County Auditor, or filed by subcontractors, suppliers or materialmen. List with whom, for what, and the amount claimed. If none of these situations apply, please indicate not applicable or "N/A".

3. ADMINISTRATION

- a. Describe your ability to comply with the RFQ requirements and perform consistently with contract terms and conditions substantially similar to those provided. Any deviation with or exception to the RFQ requirements should be clearly identified and described. Failure to specify any exceptions or objection to the requirements, terms and conditions of this RFQ will constitute acceptance of Skagit Transit's requirements.
- b. Describe the firm's internal procedures/policies for quality assurance and cost control that will be implemented for the various projects.

4. RESPONSIVENESS TO RFQ REQUIREMENTS

Applicants are NOT required to answer or acknowledge this part, rather the organization of the RFQ submittal and the manner in which information is presented in the submittal is an indication to the Evaluation Committee of the firm's ability to follow instructions, pay attention to detail, and assemble clear and concise documents.

Exhibit B
REQUIREMENTS OF THE FEDERAL TRANSIT
ADMINISTRATION (FTA)

In the event any of the Task Orders assigned under this Agreement are funded in whole or in part with federal funds, the following Federal Transit Administration (FTA) contract clauses shall be incorporated herein, as applicable. The FTA required terms are not negotiable and, unless specified otherwise, must be included in any subcontracts awarded by the Consultant for performance under this Agreement.

1. ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, or any extensions thereof, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Skagit Transit, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- b) Permit any of the foregoing parties access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) Provide, pursuant to 49 C.F.R. 633.17, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- d) FTA does not require the inclusion of these requirements in Contractor subcontracts. Reference 49 CFR 18.39 (i) (11).

2. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Skagit Transit and its contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and the following regulations and any amendments thereto:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;\
- c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
- d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- f) General Services Administration regulations, "Construction and Alteration of Public Buildings", "Accommodations for the Physically Handicapped", 41 C.F.R. Part 101-19;
- g) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;

- h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
- i) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

3. BREACHES AND DISPUTE RESOLUTION

Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. This decision shall be final and conclusive unless within 10 Calendar Days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to Skagit Transit's Board of Directors. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Directors shall be binding and Contractor shall abide by the decision.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts 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 of damage.

Performance during Dispute. Unless otherwise directed by Skagit Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies 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 Skagit Transit 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. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington.

4. BUY AMERICA

Consultant's attention shall be brought to the fact that the subsequent solicitation and Task Orders under this Agreement are subject to the Buy America requirements of 49 U.S.C. Section 5323(j) and the FTA's implementing regulations found at 49 C.F.R. Part 661. These regulations state that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general public interest waiver listed in 49 C.F.R. 661.7, therefore **Consultant shall not produce a design that could only be built with materials made available through a foreign manufacturer.** These regulations further require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with Part 661.6 or 661.12, as appropriate. This certification will be set forth in Skagit Transit's solicitation for the construction work.

5. CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity.** Contractor agrees to comply with all Equal Employment Opportunity requirements applicable to this Contract as follows and with any implementing requirements that the FTA may issue:

- a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c) **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) **Sanctions of Non-Compliance.** In the event of Consultant's non-compliance with the non-discrimination provisions of this Contract, Skagit Transit shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Consultant under the Contract until Consultant complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.
 - 5) Consultant agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
6. CLEAN AIR AND WATER REQUIREMENTS
- 1) Consultant agrees to comply with all applicable standards, orders or regulations issued under:

- Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q. and;

- Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377 and;
 - Executive Order 11738 and Environmental Protection Agency regulations 40 CFR, Part 15, which prohibits the use of non-exempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities.
- 2) Consultant agrees to report each violation to Skagit Transit and understands and agrees that Skagit Transit will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
 - 3) Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

7. DEBARMENT AND SUSPENSION

- 1) Executive Order 12549, as implemented by 49 CFR Part 29, prohibits Skagit Transit from contracting for goods and services from organizations that have been suspended or debarred from receiving federally assisted contracts. This Contract is a covered transaction therefore, Consultant agrees to verify that Consultant and none of its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Consultant and any of its lower tier sub-consultants shall:
- 2) Review a sub-consultant's status on the federal System for Award Management (SAM) website at <https://www.sam.gov> before entering into any contracts; or 2) Collect a certification from all lower tiered sub-consultants.
- 3) Consultant will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses mentioned below.
- 4) Within a three-year period preceding this bid or proposal, Consultant shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default.
- 5) By signing and submitting a response to the solicitation, Consultant has certified that the certification in this clause is a material representation of fact relied upon by Skagit Transit. If it is later determined that Consultant knowingly rendered an erroneous certification by signing the submittal, or failed to notify Skagit Transit immediately of circumstances which made the original self-certification no longer valid, Skagit Transit may immediately terminate the Contract, in addition to other remedies available to it, including suspension or debarment by the federal government. Consultant agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer.
- 6) Consultant further agrees to include a provision requiring such compliance in each subcontract, regardless of tier.

8. DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, “*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*”. The national goal for participation of DBE is 10%. Skagit Transit’s overall Annual Goal, from October 1, 2016 until September 30, 2019, for DBE participation is 0%. A separate contract goal for DBE participation has NOT been established for this Contract.

- 1) **DBE Program.** It is Skagit Transit’s policy to ensure Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts. Consultant will cooperate with Skagit Transit in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Consultant agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBE consistent with the efficient performance of the Contract. To enable accurate monitoring of DBE Program compliance, the Consultant is required to report to Skagit Transit its DBE participation obtained through race-neutral means throughout the period of performance under this Contract.
- 2) **DBE Liaison.** Skagit Transit has a designated DBE Liaison to assist DBEs, administer Skagit Transit’s DBE Program, and acts as liaison to the Uniform Certification Process in Washington State administered by the Washington State Office of Minority and Women’s Business enterprises (OMWBE). Inquiries and requests concerning Skagit Transit’s DBE Program shall be directed to: Motoko Pleasant, DBE Liaison, Skagit Transit, 600 County Shop Lane, Burlington, WA 98233. Phone: 360-757-8801, x1601.
- 3) **Non-Discrimination Assurances.** Consultant and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Skagit Transit deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Consultant from future bidding as non-responsible. Each subcontract of the Consultant, regardless of tier, must include the assurances of this paragraph. (See 49 CFR 26.13(b)).
- 4) **Prompt Payment to Sub-consultants.** Consultant is required to pay each sub-consultant performing work under this Contract for satisfactory performance of that work no later than 30 days after Consultant’s receipt of payment for that Work from Skagit Transit. In addition, Consultant is required to return any retainage payments to those sub-consultants within 30 days after the sub-consultant’s work related to this Contract is satisfactorily completed and accepted by Skagit Transit. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Skagit Transit. This clause applies to both DBE and non-DBE sub-consultants.
- 5) **DBE Delegation and Assignment.** Consultant must promptly notify Skagit Transit whenever a DBE sub-consultant performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE sub-consultant to perform at least the same amount of work. Consultant may not terminate any DBE sub-consultant and perform that work through its own forces, or those of an affiliate, without prior written consent of Skagit Transit. Failure by the prime consultant to comply may result in monetary penalties and partial or total termination for default with re-solicitation costs to the prime consultant or its bond.

9. ENERGY CONSERVATION REQUIREMENTS

Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

10. FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between Skagit Transit and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this Contract.

11. FLY AMERICA REQUIREMENTS

- 1) **Project Travel – Use of U.S. Flag Air Carriers.** Consultant agrees to comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, ("Fly America" Act), 49 U.S.C. Section 40118, in accordance with the General Services Administration's (GSA) regulations, "Use of United States Flag Air Carriers", at 41 CFR Sections 301-10.131 through 301-10.143, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation when property or persons are transported by air between U.S. and foreign destinations, or between foreign locations, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Consultant shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
- 2) Consultant agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Consultant agrees not to perform any act, fail to perform any act, or refuse to comply with any Skagit Transit requests that would cause Skagit Transit to be in violation of the FTA terms and conditions.

13. LOBBYING RESTRICTIONS AND ANTI-KICKBACKS

- 1) **Disclosure of Lobbying Activities.** Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65, contractors who apply or bid for an award of \$100,000 or more shall complete and submit with their Proposal the "Certification Regarding Lobbying" and, if appropriate, "Disclosure of Lobbying Activities" to Skagit Transit as required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC Section 1601 *et seq.*, who has made lobbying contacts on its behalf with non-

Federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures shall be forwarded from tier to tier up to Skagit Transit. (*Consultant's Lobbying Certification submitted with their response is incorporated into the Contract by reference.*)

- 2) **Anti-Kickbacks.** Skagit Transit and its contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC Section 51 *et seq.* Under State and federal law, it is a violation for Skagit Transit employees, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services. "Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC Section 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.
- 3) Consultant will include the language of this Certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

14. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- 1) Skagit Transit and Consultant acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Skagit Transit, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- 2) Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- a) Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.
- b) Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

- c) Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

To the extent practicable and economically feasible, Consultant agrees to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Examples of such products may include, but are not limited to, the regulatory provisions and products described in the EPA Guidelines at Subpart B of 40 CFR Part 247, implementing Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6962), and Executive Order 12873.

17. SEISMIC SAFETY REQUIREMENTS

Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41, 42 U.S.C. 7701 et seq., and will certify compliance to the extent required by the regulation. Consultant also agrees to ensure that all Work performed under this Contract, including work performed by a sub-consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

18. TERMINATION**1) Termination for Convenience.**

- a) Skagit Transit may terminate this Contract, in whole or in part, for Skagit Transit's convenience or because of the failure of Consultant to fulfill the contract obligations. Skagit Transit shall terminate by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise) and; 2) deliver to the Contracts Administrator all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- b) If the termination is for the convenience of Skagit Transit, the Contracts Administrator shall make an equitable adjustment in the Contract Price but shall allow no anticipated profit on unperformed services.
- c) If the termination is for failure of Consultant to fulfill the contract obligations, Skagit Transit may complete the work by contract or otherwise and Consultant shall be liable for any additional cost incurred by Skagit Transit.
- d) If, after termination for failure to fulfill contract obligations, it is determined that Consultant was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of Skagit Transit.

2) Termination for Default.

- a) Skagit Transit may terminate this Contract, or any portion of it, by serving a notice or termination on Consultant. The notice shall state whether the termination is for convenience of Skagit Transit or for the default of the Consultant. If the termination is for default, the Notice shall state the manner in which Consultant has failed to perform the requirements of the contract. Consultant shall account for any property in its possession paid for from funds received from Skagit Transit, or property supplied to Consultant by Skagit Transit. If the termination is for default, Skagit Transit may fix the fee, if the contract provides for a fee, to be paid the Consultant in proportion to the value, if any, of work performed up to the time of termination.

Consultant shall promptly submit its termination claim to Skagit Transit and the Parties shall negotiate the termination settlement to be paid Consultant.

- b) If the termination is for the convenience of Skagit Transit, Consultant shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.
 - c) If, after serving a Notice of Termination for default, Skagit Transit determines that Consultant has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Consultant, Skagit Transit after setting up a new work schedule, may allow Consultant to continue work, or treat the termination as a termination for convenience.
- 3) Opportunity to Cure. Skagit Transit, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 Calendar Days in which 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. If Contractor fails to remedy to Skagit Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 Calendar Days after receipt by Contractor of written notice from Skagit Transit setting forth the nature of said breach or default, Skagit Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Consultant and its sureties for said breach or default.
- 4) Waiver of Remedies for any Breach. In the event that Skagit Transit elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by Skagit Transit shall not limit Skagit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. 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, Skagit Transit and Consultant 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.

FOR CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK

RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS

A. Rights in Data.

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, Engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) Except for its own internal use, Skagit Transit or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Skagit Transit or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the

public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Skagit Transit or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Skagit Transit or Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c); however, does not apply to adaptations of automatic data processing equipment or programs for Skagit Transit or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, Skagit Transit and Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Skagit Transit or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither Skagit Transit nor Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by Skagit Transit or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Skagit Transit or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e. a large business, small business, state government or state

instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Skagit Transit and Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights.

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Skagit Transit and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Skagit Transit and Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Exhibit C
SKAGIT TRANSIT
REQUEST FOR QUALIFICATIONS #18-007
ARCHITECTURAL & ENGINEERING SERVICES
ON-CALL SERVICES
MANDATORY FORMS

Failure to provide any of the required forms will deem your submittal non-responsive and therefore invalid.
Completed forms must be legible, written in ink or typed, and contain no erasures or crossed out items.

5.1 PRIMARY APPLICANT

Legal Name of Applicant Entity

Principal/Contact Person and Title

Principal/Contact Person's Phone Number: _____

Principal/Contact Person's E-mail Address: _____

Did outside individuals/agencies assist with preparation of this response? ____ YES ____ NO
If "Yes", please describe:

5.2 ACKNOWLEDGMENT OF ADDENDA

I/We acknowledge that Addenda numbers _____ through _____ have been received by us and have been taken into account as part of our Bid.

(If no Addenda were issued, please mark each space with a "0")

5.3 RESPONDENT CERTIFICATION

I certify that, to the best of my knowledge and understanding, the information contained in this Statement of Qualifications is accurate and complete and that I have the legal authority to commit the firm to a contractual agreement. I realize that final funding for any service is based upon funding levels and the approval of the Skagit Transit Board of Directors.

Print Name Clearly

Title

Signature

Date

5.4 PRIMARY FIRM / RESPONDENT

- 1) Business Name, as registered: _____
- 2) Type of Business (sole proprietorship, partnership, corporation, other): _____
- 3) Name & Title of person preparing response: _____
- 4) Mailing Address, including Zip Code: _____
- 5) Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____
- 6) E-mail Address: _____
- 7) Federal Tax Identification Number: _____ DUNS Number: _____
- 8) DBE, M/WBE or SBE Certification Number(s): _____
- 9) WA State Contractor Registration Number: _____
- 10) WA UBI# / State Excise Tax Registration Number: _____
- 11) WA Industrial Insurance Account Identification Number: _____
- 12) If applicable, list all engagements the firm has undertaken in the last 5 years that resulted in:

- a) Arbitration of litigation and the disposition of the cases (attach additional info as needed):

- b) Claims filed by the federal government or the Washington State Departments of Labor & Industries, Employment Security, or Revenue.

- c) Liens or claims recorded with a County Auditor by sub-consultants (state with whom, for what, and amount).

5.5 INSURANCE COMPANY:

- 1) Name of Company: _____
- 2) Name of Insurance Agent: _____
- 3) Mailing Address, including Zip Code: _____
- 4) Telephone Number, including Area Code: _____
- 5) Fax Number, including Area Code: _____

INSURANCE REQUIREMENTS

- 1) **Minimum Scope and Limits of Insurance.** Coverage for each policy period shall be at least as broad as:
 - A) Commercial General Liability (CGL): \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability; Independent Contractors; Personal and Advertising Injury; Premise and Operations; Products and Completed Operations; and \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage. Such insurance shall cover all of Consultant's operations both at and away from the project site.
 - B) Automobile Liability: \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage for all owned, non-owned, hired, or rented/leased vehicles assigned to or used in the performance of contracted services.
 - C) Professional (A&E) Liability: \$1,000,000 per claim and for 2 years following completion or termination of the Contract. The policy limits shall apply separately to the Contract and be maintained at Consultant's sole cost and expense.
 - D) Workers' Compensation and Employer's Liability Insurance: Workers' Comp shall be provided in the State statutory limits and Employer's Liability coverage of not less than \$500,000 per occurrence.
- 2) Additional Insured Endorsement: Skagit Transit shall be named as Additional Insured on the CGL, Auto Liability, and any Excess or Umbrella policies.
- 3) Errors and Omissions (E&O) Endorsement: For all errors and omissions for which the insured is held legally liable.
- 4) Cross Liability or Severability of Interests: The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause stipulating that inclusion of Skagit Transit as Additional Insured shall not in any way affect Skagit Transit's rights either as respects to any claim, demand, suit or judgment made, brought or recovered against Consultant.

**AFFIDAVIT CONCERNING NON-COLLUSION, CONFLICTS OF INTEREST,
ANTI-KICKBACKS, SEGREGATED FACILITIES, DEBARMENT AND SUSPENSION**

I/WE CERTIFY:

That to the best of my/our knowledge and belief, the solicitation documents in their entirety, including any Addenda issued thereto, have been examined, read, and that Respondent thoroughly understands:

- ✓ The procedures and instructions of this solicitation;
- ✓ The work/services to be provided under contract;
- ✓ That information contained in this response is accurate and complete;
- ✓ The any subsequent offer will remain effective for a period of 60 days from submittal;
- ✓ That I/we have the legal authority to commit this firm to a contractual agreement;
- ✓ That our submittal will become part of the public record; and
- ✓ That funding is contingent upon approved budget amounts by Skagit Transit's Board of Directors and grant awards by the FTA.

NON-COLLUSION

Respondent affirms that, in connection with any subsequent price proposal, the prices or cost data will be arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, and that said pricing will be genuine and not a sham or collusive offer, or made in the interest or on behalf of any person not therein named; and that said Respondent will not directly, or indirectly, induce or solicit any consultant/vendor on the above mentioned work to submit a sham offer, or any other person or corporation to refrain from offering; and that said Respondent will not in any manner seek by collusion to secure to itself an advantage over any other offerors.

CONFLICTS OF INTEREST, ANTI-KICKBACKS, CONTINGENT FEES AND GRATUITIES

Respondent affirms that:

1. It has no direct or indirect pecuniary or proprietary interest in the Contract, and that it shall not acquire any such interest which conflicts in any manner or degree with the work or services required to be performed under this Contract, and that it shall not employ any person or agent having such interest. In the event that Respondent, as Consultant, or its agents, employees or representatives hereafter acquires such a conflict of interest, Consultant shall immediately disclose such interest to Skagit Transit and take immediate action to eliminate the conflict or will withdraw from the Contract as Skagit Transit may require.
2. No gratuities, in the form of entertainment, gifts, favors, service, or other thing of intrinsic value from or to any person involved in this solicitation were offered or given by the Respondent or any of its agents, employees, or representatives to any official, member, employee, agent of Skagit Transit or family member of same, or to another governmental agency, with a view toward securing this Contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination regarding performance under this Contract. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).
3. No person or selling agency except bona fide employees or designated agents or representatives of the Respondent 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.

DEBARMENT AND SUSPENSION Respondent certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a 3-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a 3-year period preceding this bid had one or more public transactions (federal, State or local) terminated for cause or default.

SEGREGATED FACILITIES

Respondent certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any contract resulting from acceptance of this bid. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

If Respondent is unable to certify to any of the statements in this certification, Respondent shall attach an explanation to this certification. ***Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.***

RESPONDENT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

Authorized Signature

Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public in and for the State of _____,

residing in _____

**** THIS FORM MUST BE INCLUDED IN YOUR SUBMITTAL ****

Federal Transit Administration (FTA)

Pursuant to 40 CFR Part 34 (incorporated herein by reference), the undersigned certifies to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or 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, 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

THE RESPONDENT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. A 3801, ET SEQ., APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**** THIS FORM MUST BE INCLUDED IN YOUR SUBMITTAL ****

Federal Transit Administration (FTA)

As required by 49 CFR Part 26.11, Skagit Transit is required to create and maintain a “bidders list” of all firms submitting offers on prime contracts and bidding or quoting subcontracts on U.S. Department of Transportation-assisted contracts. To comply with this provision of the regulations, Skagit Transit requests the following information required by the FTA.

This information is not used in determining contract award but is mandatory. Failure to return a completed form with your submittal will be cause for immediate rejection of the bid or proposal as non-responsive.

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women’s Business Enterprises?

☐ Yes

☐ No

Is your firm a Small Business Enterprise (SBE) meeting the size requirements of 49 CFR Part 26.65 whereby average annual gross receipts for the previous three years do not exceed \$22.41 million (or as adjusted for inflation by the Secretary of USDOT)?

☐ Yes

☐ No

How long has your firm been in business? _____

Please check the box that describes your total (national) gross annual receipts:

☐ Less than \$500,000

☐ \$3,000,001 - \$3,500,000

☐ \$500,000 - \$1,000,000

☐ \$3,500,001 - \$4,000,000

☐ \$1,000,001 - \$1,500,000

☐ \$4,000,001 - \$4,500,000

☐ \$1,500,001 - \$2,000,000

☐ \$4,500,001 - \$5,000,000

☐ \$2,000,001 - \$2,500,000

☐ \$5,000,001 - \$5,500,000

☐ \$2,500,001 - \$3,000,000

☐ Greater than \$5,500,000

**** THIS FORM MUST BE INCLUDED IN YOUR SUBMITT**

NO RESPONSE NOTICE FORM

RFQ 18-007


**SKAGIT
TRANSIT**

600 County Shop Lane
Burlington, WA 98233
Fax: 360-757-8019

RFQ 18-007

If your firm elects to not submit a response to this solicitation, please complete this form and return to Elisa Rizzo, Procurement and Contracts Coordinator to the above listed fax number or e-mail to: erizzo@skagittransit.org.

A/E SERVICES FOR
ON-CALL LIST

NO RESPONSE NOTICE

- | | |
|---|--|
| <input type="checkbox"/> We do not provide the required goods or services | <input type="checkbox"/> Cannot meet delivery or response time requirements |
| <input type="checkbox"/> The project scope is too small | <input type="checkbox"/> Licensing restrictions (please explain below) |
| <input type="checkbox"/> The project scope is too large | <input type="checkbox"/> Insufficient time to prepare submittal |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot comply with contract terms and conditions (please specify below) |
| <input type="checkbox"/> Cannot handle due to present work load | <input type="checkbox"/> Other reasons (please explain below) |

A response to the solicitation is not being submitted for the following reason(s):

ADDITIONAL REASONS / COMMENTS:

I/We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title		Date	
Do not write in this space			Firm Name	
			Address	
			City	
			State Zip Code	
			Telephone Number	

APPENDIX A

ANTICIPATED SKAGIT TRANSIT TASK ORDERS

SKAGIT STATION FACILITY

PLANNED ACTIVITIES

Bus Stop Improvements, such as Shelter Pads, must be installed to meet ADA requirements. Design a standard configuration for bus shelter pads and other possible amenities as required. Continue to improve ADA accessibility and overall passenger comfort at bus stops by adding and replacing passenger amenities such as seating, cover, lighting, landing pads, resolving issues with existing infrastructure such as drainage, utilities, or pedestrian connections or nearby sidewalks.

Right of Way Surveying – Perform surveys and provide ROW maps/drawings in support of permits for bus stop placements and improvements.

Cost Estimation – Produce cost estimates for use in grant applications as well as developing project budgets for a variety of projects that Skagit Transit will undertake during the project. Cost estimates will generally be listed by phase to be completed such as a design phase and construction phase.

Minor Facility Upgrades – Skagit Transit has the occasional need to make upgrades to the facilities it utilizes. Example – Skagit Transit is looking to install a restroom facility at the Sedro Woolley Park & Ride lot. Prepare cost estimates and provide engineering support including design, creation of any necessary bid documents, and construction management as needed for minor facility upgrades. This includes cost estimation, designing, bid documents, and construction management, etc.

Replace and improve security cameras and associated equipment at various Skagit Transit properties.

Upgrades to Skagit Station including: a wiring upgrade, conference room technology upgrades, and installing a new public announcement system, etc.

Complete retrofit of South Mount Vernon Park and Ride, Chuckanut Park and Ride and Skagit Station with LED lighting, etc.

Invest in alternative fuels infrastructure by purchasing and installing electric vehicle charging stations for Skagit Station (public use), etc.

Design for a pedestrian canopy and information kiosks on bus-island at major transfer points.

Upgrade maintenance facility by purchasing new equipment and materials to add new capabilities such as a vehicle paint booth, body shop repair equipment, and canopy over revenue vehicle parking, etc.