



**Request for Proposals**  
**STRATEGIC COMMUNICATIONS AND**  
**PUBLIC AFFAIRS CONSULTANT**

**RFP NO. RTA/RP 0021-11**

**MARCH 2011**

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**REQUEST FOR PROPOSALS**  
**STRATEGIC COMMUNICATIONS AND PUBLIC AFFAIRS**  
**RFP NO. RTA/0021-11**

**SECTION ONE      INSTRUCTIONS TO PROPOSERS**

**1.1      INTRODUCTION**

Sound Transit is requesting Proposals from experienced and qualified professional and strategic communications consultant firms to inform the public of Sound Transit's progress in implementing voter-approved investments in transit projects and services on an as-needed basis. The full scope of work is attached as Section Two Scope of Work.

The contract term will be for one year with options for three additional one-year periods at Sound Transit's sole discretion.

Proposals are due as shown in Paragraph 1.6, Schedule.

No pre-proposal meeting will be held; however, interested firms are encouraged to submit any questions regarding this procurement and/or project according to Paragraph 1.7, Requests for Information.

**1.2.      AGENCY BACKGROUND**

**A.      The Agency**

The Central Puget Sound Regional Transit Authority (Sound Transit) was created in 1993 by the State of Washington Legislature to plan, build and operate a high-capacity mass transit system within the region's most heavily used travel corridors to connect the employment and population centers in King, Pierce, and Snohomish counties. The Sound Transit district includes the most urban parts of the three-county area and close to half of the population of the State of Washington.

The Sound Transit Long-Range Plan includes a mix of transportation improvements: bus rapid transit, region express bus routes, commuter rail, and light rail. The plan also includes supporting services and facilities needed for this system.

The Long-Range Plan was guided by legislation, and regional and statewide transportation and growth management plans. The Sound Transit District boundary lines follow the urban growth boundaries created by each county, with some adjustments for voter precinct boundaries, city limit lines, and geography, in accordance with the Washington State Growth Management Act.

**B.      Sound Move**

In May 1996, the Sound Transit Board adopted Sound Move. This is a comprehensive regional transit plan comprised of nearly 100 separate but interrelated capital and service projects. The plan includes a mix of transportation improvements: high-occupancy vehicle (HOV) lane access improvements, ST Express bus routes, Sounder commuter rail and Link light rail. Sounder commuter rail runs 82 miles from Everett to Tacoma/Lakewood. Link light rail is now operational on a 14 mile segment between Seattle and SeaTac Airport. Regional Express features 18 new ST Express limited stop, long-haul bus routes. Further information can be found at [www.soundtransit.org](http://www.soundtransit.org).



C. Sound Transit 2 (ST2)

Approved by voters in November 2008, this measure provides immediate and long-term funding for significant express bus growth while launching major light rail, commuter rail and station access expansions. Between 2009 and 2023, this will include, in part, the following:

**Express bus expansions** – 17% increase in bus service beginning in 2009.

**Commuter Rail Service** – 65% increase in Seattle-Tacoma commuter rail capacity.

**Light Rail System** – 36 new miles, creating 55-mile light rail regional system.

**Easier Access** – improved access and parking region wide.

**1.3. COMMUNICATIONS AND CONE OF SILENCE**

Any verbal or written communications between any proposer (potential or actual), or its representatives and any Sound Transit board member, staff member, or consultant regarding this procurement are strictly prohibited from the date of the RFP advertisement through the date of execution of the contract. The only exceptions to this are: (1) written requests regarding information or clarification made to Sound Transit's designated Contract Specialist during the allowable time period under the solicitation; (2) any communications at the pre-quote conference or a publicly noticed meeting of Sound Transit; and (3) any communications with the Sound Transit Director of Procurement and Contracts. Any violation of the requirements set forth in this Section shall constitute grounds for immediate and permanent disqualification of the offending firm from participation in this procurement.

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

Sound Transit has adopted Guiding Principles for Employment and Contracting, a copy of which is available upon request, identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state, and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth including employment and contracting goals and objectives as specified in the Proposed Contract.

As a recipient of financial assistance from the Federal Department of Transportation (DOT), Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) program in accordance with 49 Code of Federal Regulations (CFR) Part 26. Proposers shall review and take into account the provisions of 49 CFR Part 26.

**1.5 COMMITMENT TO DIVERSITY**

A. Small Business Participation and Disadvantaged Business Enterprise (DBE) Participation

Sound Transit promotes and encourages participation in its contracts by Small Businesses and Disadvantaged Business Enterprises (DBEs), as defined in Sound Transit's Small Business and DBE Programs. Sound Transit is interested in proposals from such firms.

Sound Transit recognizes there may be few joint venture or subcontracting opportunities with regard to the services described in this solicitation. Sound Transit has not established a subcontracting goal for these services. Proposers are not required to prepare a plan for participation of subcontractors and subcontracting goals are not set as required elements for the evaluation of proposals. Proposers



that elect to form a joint venture or to subcontract any services are advised that under such circumstances they shall take steps to solicit participation by Small Businesses or DBEs.

**B. Equal Employment Opportunity (EEO)**

Sound Transit is interested in Proposals from firms that demonstrate a commitment to equal employment opportunity. Sound Transit encourages Proposals from firms that employ a workforce that reflects the region's diversity. Proposers are advised that they shall adhere to the following non-discrimination provisions:

"The Consultant will not discriminate against any employee, applicant for employment, or subconsultant because of race, religion, creed, sex, marital status, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, marital status, sexual orientation, age, nationality, or the presence of such disability."

Specific Diversity Program provisions, including those applicable to subcontracts, are set forth in Exhibit A, [Proposed] Agreement.

**1.6 ANTICIPATED SCHEDULE**

| Date                   | Selection Process                                                   |
|------------------------|---------------------------------------------------------------------|
| March 3, 2011          | Public Announcement for Request for Proposals (RFP)                 |
| March 15, 2011         | Last day to submit Requests for Information (RFIs) and/or Questions |
| March 24, 2011         | Proposals Due ( <b>on or before 11:00 AM</b> local time)            |
| Week of April 4, 2011  | Proposals reviewed / finalists selected                             |
| Week of April 11, 2011 | Interviews and ranking of firms, if necessary                       |
| May 2011               | Execute Contract and Notice to Proceed                              |

**1.7 REQUESTS FOR INFORMATION**

Questions about this RFP must be submitted by facsimile to Sound Transit, Attn: Sue Craven, Senior Contracts Specialist, at 206-398-5271, or through the "Ask Question" link for this Solicitation at [www.soundtransit.ebidsystems.com](http://www.soundtransit.ebidsystems.com). Sound Transit will respond only via Addenda or a formal written Clarification, which will be provided to all registered holders of the solicitation document.

**1.8 ADDENDA**

Addenda will be provided to all firms who received or requested this RFP document from Sound Transit via [www.soundtransit.ebidsystems.com](http://www.soundtransit.ebidsystems.com). Proposers must acknowledge receipt of all addenda issued by Sound Transit in Proposal Form No. 1 - Price. If an addendum is issued amending this RFP, all provisions that are not modified remain unchanged.



## 1.9 PROPOSAL SUBMITTAL

- A. **One original (unbound) and five copies (stapled or comb-bound only) and one CD containing the Proposal in .pdf format** must be received by Sound Transit on or before the date and time specified in Paragraph 1.6, Proposed Schedule, to:

**Attn. Sue Craven, Senior Contracts Specialist  
Sound Transit Procurement and Contracts Division  
401 South Jackson Street  
Seattle, Washington 98104-2826**

- B. Sound Transit may reject late Proposals. Sound Transit also reserves the right to postpone the proposal due date.
- C. Proposals must be submitted in a sealed box or envelope labeled with the Proposer's name and identified as containing a Proposal responding to **"Sound Transit's Request for Proposals for Strategic Communications and Public Affairs, RFP No. RTA/RP 0021-11"**.
- D. Sound Transit prefers the use of double-sided, recycled/recyclable paper. Elaborate, decorative, extraneous and non-recyclable materials are strongly discouraged.
- E. Sound Transit is not responsible for any costs associated with preparing or submitting a proposal. Proposals become the property of Sound Transit upon submission.

## 1.10 CONTENTS OF PROPOSAL/EVALUATION CRITERIA

- A. Firms must submit Proposals meeting the following content requirements. Sound Transit reserves the right to request additional information from Proposers.

*NOTE: All pages of the Proposal must be numbered.*

|                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cover Sheet                                                                                              | A cover sheet identifying the RFP No.                                                                                                                                                                                                                                                                                                                                                                       |
| Table of Contents                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                             |
| Letter of Interest                                                                                       | An introductory letter of interest may contain relevant information about the firm. The letter should be no more than two pages and must include the firm's State of Incorporation, UBI number, and Federal Tax ID number.                                                                                                                                                                                  |
| Body of Proposal                                                                                         | <u>The body of the proposal</u> should address the evaluation criteria required in Exhibit B attached and shall be <u>no longer than 10 sheets of letter-sized paper, printed double-sided</u> (excluding required submittals and firm and individual résumés).                                                                                                                                             |
| Appendix –<br>(These items will not be included as part of the page count for the Body of the Proposal.) | <ol style="list-style-type: none"> <li>1. Résumés for each key team member should be limited to one page.</li> <li>2. Required Proposal Forms shall be included as part of the Appendix. Failure to submit all the required forms may cause a Proposal to be found non-responsive. <b>Proposer shall use only the proposal forms in this RFP and may not modify or change any proposal form.</b></li> </ol> |



|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exceptions to Proposed Agreement | <p>3 If proposing team is a joint venture, a copy of the joint venture agreement must be submitted.</p> <p>Sound Transit will not accept alternative agreements to Exhibit A, [Proposed] Agreement. Sound Transit reserves the right to negotiate <b>minor</b> exceptions with the top-ranked firm provided such minor exceptions are submitted with the proposal. <u>Minor exceptions must provide proposed language, and reasons for the exception.</u> If the Price included in the Proposal is dependent on the minor exceptions, the Proposer must also include, with the proposed language, the price that would be associated without the exceptions and a brief explanation for the difference.</p> |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**B. Evaluation Criteria and Proposal Requirements**

- The evaluation criteria in Paragraph B.4 will be used in evaluating Proposals. Submittal Requirements are included in Exhibit B of this RFP.
- Proposers selected to participate in discussions/interviews are eligible to receive a maximum of 200 additional points for each discussion/interview round in which they participate. Sound Transit may award a contract without holding discussions/interviews. Sound Transit may request Proposers to submit a Best and Final Offer (BAFO) and/or participate in multiple interviews.
- Sound Transit will select the Proposal that Sound Transit believes best meets the evaluation criteria and is in the best interest of Sound Transit. Final selection, if any, will be made on a "best value" basis. Award of a contract will be subject to policies established by the Sound Transit Board.
- Evaluation Criteria:

| No.                 | Criterion                                                            | Maximum Points  |
|---------------------|----------------------------------------------------------------------|-----------------|
| 1                   | Price                                                                | 400 pts         |
| 2                   | Overall Approach and Experience                                      | 250 pts         |
| 3                   | Knowledge and Experience of Key Individuals and Firm                 | 250 pts         |
| 4                   | Commitment to and Compliance with Equal Employment Opportunity laws. | 100 pts         |
| <b>TOTAL POINTS</b> |                                                                      | <b>1000 pts</b> |

**1.11 PROPOSAL EVALUATION AND CONTRACT AWARD**

- A. Sound Transit reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities. At Sound Transit's discretion, pages that exceed the specified page limit may be removed from the proposal and only those pages within the specified limit will be forwarded for evaluation. Sound Transit reserves the right to take other action, as necessary. Proposers must propose on all items on Proposal Form No. 1, Price Form, in order to be eligible for award.



- B. Debriefings. Proposers may request a copy of the summary of proposal strengths and weaknesses for their firm. After contract execution, firms may request a debriefing which will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its Proposal and answers to questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with the other proposals.
- C. Protests and Appeals. Sound Transit's protest procedure is available at: <http://www.soundtransit.org/Documents/pdf/working/contracts/ProtestAndAppealRequirements.pdf>. Before submitting a protest, the Proposer shall ensure it has the most current copy of Sound Transit's written Protest Procedure.

## **1.12 PUBLIC DISCLOSURE**

Pursuant to Chapter 42.56 RCW, proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Proposers must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Proposer must provide the legal basis for the exemption to Sound Transit upon request. If a Proposal does not clearly identify the "CONFIDENTIAL" portions, Sound Transit will not notify the Proposer that its Proposal will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Proposer of the request and allow the Proposer 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, Sound Transit may release the portions of the Proposal deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. By submitting a Proposal, the Proposer consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

## **1.13 CONTRACT ADMINISTRATION**

Pursuant to Section 4, Exhibit A, [Proposed] Agreement, Paragraph U, a contract administration process will be an integral part of this contract in order to ensure contract compliance.

## **END OF SECTION ONE**





## **SECTION TWO      SCOPE OF WORK**

Provide Sound Transit with strategic communications counsel and assist the agency in planning and implementing communication strategies. Strategies may include, but are not limited to, outreach to media, elected officials, civic organizations, non-profit groups and other stakeholders; public opinion research; and identification issues, needs and tasks relating to communications and public awareness of transit services and projects. Consultant will provide resources supplementing internal agency communication staff resources.

Work under this contract will be initiated through task orders on an as-needed basis as issues arise that create needs for professional experience and/or work capacity supplementing Sound Transit's in-house staffing. Specific requests, roles and duties will be summarized in written tasks orders submitted to the selected firm. There are no guarantees to the selected firm regarding the type, amount and timing of requested support.

**END OF SECTION TWO**



## SECTION THREE PROPOSAL FORMS

### PROPOSAL FORM NO. 1 PRICE

The requirements of each of the Proposal Items on the Price Schedule is specified or shown in the Contract Documents. A unit price, as indicated, must be offered for each Proposal Item. Each unit price must be multiplied by the estimated quantity to calculate an extended amount for that Proposal Item. The Proposer must set forth a Total Base Year Proposal Price that is the sum of the extended amounts for all Proposal Items. Sound Transit reserves the right to correct obvious mathematical errors on the form.

In the "Unit of Measure" column: "HR" means hours.

Hourly rates stated below must be fully-burdened (all-inclusive rate which includes direct hourly rates, direct costs, overhead, and profit). No direct or indirect costs, including travel, will be paid by Sound Transit without prior approval by Sound Transit.

Estimated quantities for unit price items are provided for evaluation purposes only. Sound Transit makes no guarantee as to the actual quantity of unit priced items that will be required.

**NOTE: If prices are not submitted on all line items, the proposal may be considered non-responsive.**

Prices listed will apply for the Base Year term of the contract. Rate escalation for option years 1 – 3 will only apply if Sound Transit exercises the option years.

Proposer agrees that, if it is awarded this contract, for items priced on a unit-price basis, Proposer will be entitled to payment only for actual unit quantities performed.

Having carefully examined the Contract Documents for this solicitation, Proposer offers to provide the services identified in the Contract Documents for the prices set forth below:

| <b>PRICE SCHEDULE A – Strategic Communications and Public Affairs<br/>Base Year</b> |                                                             |             |                               |                                   |                        |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------|-------------------------------|-----------------------------------|------------------------|
| <b>RFP Item</b>                                                                     | <b>Item Description</b>                                     | <b>Unit</b> | <b>Est. Qty. <sup>1</sup></b> | <b>Fully Burdened Hourly Rate</b> | <b>Extended Amount</b> |
| A1                                                                                  | Principal, or equivalent position                           | HR          | 200                           | \$                                | \$                     |
| A2                                                                                  | Associate Communications Consultant, or equivalent position | HR          | 200                           | \$                                | \$                     |
| A3                                                                                  | Administrative Work                                         | HR          | 50                            | \$                                | \$                     |
| <b>TOTAL SCHEDULE A - BASE YEAR</b>                                                 |                                                             |             |                               |                                   | <b>\$</b>              |



| PRICE SCHEDULE B -- Escalation for Option Years 1 - 3 |                                                                 |   |
|-------------------------------------------------------|-----------------------------------------------------------------|---|
| B1                                                    | Option Year 1 Percentage increase over Base Year Unit Rates     | % |
| B2                                                    | Option Year 2 Percentage increase over Option Year 1 Unit Rates | % |
| B3                                                    | Option Year 3 Percentage increase over Option Year 2 Unit Rates | % |

- <sup>1</sup> Estimated quantities are estimates only for evaluation purposes. Sound Transit makes no guarantee on the actual amounts requested.
- <sup>2</sup> Sound Transit reserves the right to enter into a Not-To-Exceed Contract, which amount may differ from this Total Proposed Price.
- <sup>3</sup> Proposal Price evaluation will include the percentage increases for base year plus all option years.

Prices are based on Proposal, RFP and Addenda \_\_\_\_\_ (enter all addenda numbers here)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Firm: \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Print Name)

Title: \_\_\_\_\_



## PROPOSAL FORM NO. 2 CERTIFICATION REGARDING CONFLICT OF INTEREST

The Proposer is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Proposer hereby certifies that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Proposer, any affiliates, any proposed subconsultants or key personnel of any of these organizations.

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROPOSER/COMPANY NAME: \_\_\_\_\_

OR

The Proposer hereby discloses the following circumstances that could give rise to a conflict of interest for the Proposer, any affiliates, any proposed subconsultants or key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of Individual/Company to which potential conflict of interest might apply:

\_\_\_\_\_

Nature of potential conflict of interest: \_\_\_\_\_

\_\_\_\_\_

Proposed Remedy: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROPOSER/COMPANY NAME: \_\_\_\_\_



### PROPOSAL FORM NO. 3 DBE/SMALL BUSINESS COMMITMENT FORM - INSTRUCTIONS

We affirm that we have read and understand the provisions in the Contract Documents setting forth the subcontracting and DBE and Small Business participation requirements established in this RFP and that we have complied with all such DBE/Small Business participation objectives. We certify that all documentation (including outreach information) submitted by us to demonstrate such compliance is true and accurate.

Furthermore, we have listed on the following form all DBE/Small Businesses that we will use if awarded the Agreement under this RFP and whose participation will be counted toward meeting the applicable DBE/Small Business participation requirements.

|                                                       |
|-------------------------------------------------------|
| Definitions for DBE/Small Business Participation Plan |
|-------------------------------------------------------|

| Bo | Name                            | Description                                                                                                                                                                                                                                                         |
|----|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Procurement Number              | Sound Transit's Procurement Number as listed on the cover of the solicitation document.                                                                                                                                                                             |
| 2  | Procurement Title               | Name of procurement as written on the cover of the solicitation document.                                                                                                                                                                                           |
| 3  | Company Name                    | Proposer's company name.                                                                                                                                                                                                                                            |
| 4  | Address                         | Business address of Proposer's office in Sound Transit's locale.                                                                                                                                                                                                    |
| 5  | City, State, Zip                | City, state, zip for Box No. 4 above.                                                                                                                                                                                                                               |
| 6  | Contact Name                    | Proposer's contact person for this procurement.                                                                                                                                                                                                                     |
| 7  | Contact Phone                   | Contact's phone number.                                                                                                                                                                                                                                             |
| 8  | Contact's Email                 | Contact's Email address.                                                                                                                                                                                                                                            |
| 9  | DBE/Small Business Commitment   | Total percentage the Proposer commits to including on the contract of proposed subconsultants who are DBEs or certified or self-declared Small Businesses, including the Proposer's contribution if Proposer is a DBE or certified or self-declared Small Business. |
| 10 | DBE/Small Business Goal         | Sound Transit's DBE/Small Business Goal as listed in the solicitation.                                                                                                                                                                                              |
| 11 | Total Proposal Price            | Total Amount of Proposal                                                                                                                                                                                                                                            |
| 12 | DBE/Small Business Participants | List all DBE/Small Business participants, including Proposer, if Proposer is a DBE or certified or self-declared Small Business.                                                                                                                                    |



- |    |                                                                                                        |                                                                                                                                                                                                                                                                                                                                              |
|----|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Small Business Indicator                                                                               | Indicate the type of certification status or other indicator of each Small Business: Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SB), Small Business Administration (SBA), Americans With Disabilities Act Businesses (ADAB), Other (identify). |
| 14 | Description of Work                                                                                    | Brief description of the work to be performed by the proposed DBE/Small Business participant.                                                                                                                                                                                                                                                |
| 15 | Proposed Subcontract Amount                                                                            | Planned or proposed Subcontract Amount for DBE/Small Business participants, including Proposer if Proposer is a DBE or certified or self-declared Small Business.                                                                                                                                                                            |
| 16 | Percent of Proposed Contract                                                                           | Percentage of Proposed Contract Amount to be performed by DBE/Small Business participants, including Proposer if Proposer is a DBE or certified or self-declared Small Business.                                                                                                                                                             |
| 17 | Subtotal of Proposed Subcontract Amount from attached list, if any, of DBE/Small Business Participants | Total dollar amount taken from additional pages listing DBE/Small Business participants, if necessary                                                                                                                                                                                                                                        |
| 18 | Subtotal Percent of Proposed Contract                                                                  | Percentage of proposed Contract Amount for additional DBE/Small Business participants listed on additional page(s).                                                                                                                                                                                                                          |
| 19 | DBE/Small Business Participants Total                                                                  | Add Boxes 15 and 17, place total in this box.                                                                                                                                                                                                                                                                                                |
| 20 | Total Percent of DBE/Small Business Participants Dollar Amount                                         | Percentage of proposed contract amount for all participants. (Divide Box 19 by Box 11)                                                                                                                                                                                                                                                       |

***End of Instructions – Small Business Commitment Form is on next page***



# PROPOSAL FORM NO. 3 DBE/SMALL BUSINESS COMMITMENT FORM

| SUBMIT ONLY IF PROPOSAL INCLUDES JOINT VENTURE OR SUBCONTRACTING |                                                |                |    | Diversity Contract Goals    |        |
|------------------------------------------------------------------|------------------------------------------------|----------------|----|-----------------------------|--------|
| Procurement No.                                                  | 1. RTA/RP 0021-11                              | Company Name   | 3. | Small Business Commitment   | 9. %   |
| Procurement Title                                                | 2. Strategic Communications and Public Affairs | Address        | 4. | <b>Small Business Goal</b>  | 10. 0% |
|                                                                  |                                                | City/State/Zip | 5. |                             |        |
|                                                                  |                                                | Contact Name   | 6. |                             |        |
|                                                                  |                                                | Contact Phone  | 7. |                             |        |
|                                                                  |                                                | Contact Email  | 8. | 11. Total Proposal Price \$ |        |

| 12. DBE/Small Business Participants (May include Proposer if counted towards Goal)                  | 13. Small Business Indicator (DBE, MBE, WBE, Size, etc) | 14. Description of Work | DBE/Small Business Participants               |                                  |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------|-----------------------------------------------|----------------------------------|
|                                                                                                     |                                                         |                         | 15. Proposed Subcontract Amount               | 16. Percent of Proposed Contract |
|                                                                                                     |                                                         |                         | \$                                            | %                                |
|                                                                                                     |                                                         |                         | \$                                            | %                                |
|                                                                                                     |                                                         |                         | \$                                            | %                                |
|                                                                                                     |                                                         |                         | \$                                            | %                                |
|                                                                                                     |                                                         |                         | \$                                            | %                                |
|                                                                                                     |                                                         |                         | \$                                            | %                                |
| Subtotal and percent from attached list of DBE/Small Business participants:                         |                                                         |                         | 17.\$                                         | 18. %                            |
| (Please attach a separate list of additional planned DBE/Small Business participants, as necessary) |                                                         |                         | DBE/Small Business Participants Total: 19. \$ | 20. %                            |

**PROPOSAL FORM NO. 4 DBE/SMALL BUSINESS OUTREACH DOCUMENTATION  
FORM**

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

The Proposer shall submit this form as part of its Proposal as documentation of its efforts to reach out to DBEs and Small Businesses to participate in the Agreement under this RFP. Sound Transit may request the Proposer provide additional information regarding its efforts. Attach additional forms as necessary.

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

|                                                                                          |
|------------------------------------------------------------------------------------------|
| <b>Is Subcontracting anticipated for this Contract?</b> _____ <b>Yes</b> _____ <b>No</b> |
|------------------------------------------------------------------------------------------|

- 1. Firm Name:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
DBE and Small Business Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_
- 2. Firm Name:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
DBE and Small Business Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_
- 3. Firm Name:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
DBE and Small Business Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_
- 4. Firm Name:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
DBE and Small Business Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_





## SECTION FOUR EXHIBITS

### EXHIBIT A [PROPOSED] AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Sound Transit and \_\_\_\_\_ (the "Consultant"), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

#### A. TERM

The term of this agreement will be one year effective \_\_\_\_\_, 2011 through \_\_\_\_\_, 2012, with options for three additional one-year periods at Sound Transit's sole discretion.

#### B. SCOPE OF WORK

The Scope of Work is attached hereto as Attachment A. To accomplish the Scope of Work, Consultant has proposed to do, at a minimum, the work described in its proposal, dated \_\_\_\_\_. In the event of any discrepancy or conflict between the Scope of Work and Consultant's proposal dated \_\_\_\_\_, the requirements of the Scope of Work will govern, at no additional cost to Sound Transit.

#### C. EXTRA WORK

Sound Transit may request additional work or services other than that expressly provided for in the "Scope of Work" section of this agreement. This will be considered extra work, supplemental to this agreement, and shall not proceed unless authorized by a written change order. Any costs incurred due to the performance of extra work prior to execution of a written change order will not be reimbursed.

#### D. ERRORS AND OMISSIONS; DUTY TO CORRECT

The Consultant is responsible for the professional quality of all work performed under this agreement. The Consultant, without additional compensation, will correct any errors or omissions immediately upon notice by Sound Transit. This obligation will survive termination and expiration of this agreement.

#### E. PRICE

Total compensation for this agreement will not exceed \$\_\_\_\_\_. Sound Transit is not liable for any compensation to the Consultant in excess of this amount unless otherwise approved and agreed in writing by Sound Transit.

##### Unit Priced Items

For unit-priced items, Consultant will be compensated upon Sound Transit's acceptance of Consultant's performance of the unit-priced item, as described in Section A (Scope of Work). Where multiple unit-priced items are performed, total compensation for the unit priced item will be the unit price for the item multiplied by the number of units of that item performed. The unit price for each item will be as follows:

#### **[INSERT UNIT PRICE TABLE WITH CONSULTANT PROPOSAL PRICES]**

#### F. PRICE ESCALATION / PAYMENT / INVOICES

The unit prices indicated in Section E, above, will remain constant throughout the initial term of the agreement – no price escalation will apply regardless of market conditions. If





Sound Transit exercises any contract options, price escalation for the option years only will be as follows:

**[INSERT ESCALATION TABLE FROM CONSULTANT'S PROPOSAL]**

Payment will be net 30 days following receipt of a properly completed invoice, which must include the Purchase Order number, be fully itemized, and sent to:

[Accountspayable@soundtransit.org](mailto:Accountspayable@soundtransit.org)

**OR**

Sound Transit  
Attn: Accounts Payable  
401 South Jackson Street  
Seattle, WA 98104

Incorrect invoices or invoices without the Purchase Order number may be returned to Contractor.

**G. PROMPT PAYMENT PROVISION**

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

1. Consultant's invoices must include payments for subconsultants whose work was performed in accordance with this agreement. The Consultant may not request payment for subconsultant work until the Consultant has determined that the subconsultant is entitled to the payment for the work completed.
2. Within five working days of receipt of payment from Sound Transit, the Consultant must pay such subconsultants.
3. The requirements of this section must be included in subcontracts of all tiers and must include a provision requiring payment be made to the lower tiered subconsultant within five working days after receipt of payment by the higher tiered subconsultant.
4. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may reserve, retain or apply any monies due to the Consultant for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Consultant provides adequate assurance of the protection of the Indemnified Parties' interests.

**H. NOTICE**

Notice will be effective upon the earlier of (i) actual receipt by the individual identified below or (ii) 24 hours after mailing to the address below:

Sound Transit:  
401 S Jackson Street  
Seattle, WA 98104-2826

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Attn: Sue Craven, CPPB  
Senior Contracts Specialist

Attn: \_\_\_\_\_  
\_\_\_\_\_

#### I. CONSULTANT EMPLOYEES

Consultant will ensure that its employees assigned to this Agreement are properly licensed, trained and/or skilled and familiar with the laws and regulations pertaining to the services being provided. Consultant must replace any employee who, in the reasonable opinion of Sound Transit, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. The Consultant will not transfer or reassign any individual designated in this agreement as essential to the work, without the express written consent of Sound Transit.

#### J. DIVERSITY PROGRAM REQUIREMENTS

1. Sound Transit is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with Sound Transit's policies, procedures and guiding principles for employment and contracting.
2. The Consultant shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, equal employment and affirmative action, including but not limited to the Washington State "law against discrimination", Chapter 49.60 RCW.
3. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Agreement and shall afford equal, non-discriminatory opportunities to potential joint venture partners, subconsultants, subcontractors and suppliers.
4. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, discriminate against any employee or applicant for employment. The Consultant shall make efforts to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, creed, national origin, marital status, sex, sexual orientation, ancestry, age or the presence of any sensory, mental or physical disability. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.
5. Participation by Subconsultants or Subcontractors.
  - a. Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by the Consultant to satisfactorily perform the work under this Agreement.



Accordingly, Sound Transit did not establish any goal for participation by Small Businesses in the work under this Agreement.

- b. If the Consultant determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Consultant shall take all necessary affirmative steps to assure that Small Businesses are used when possible. The definition of Small Businesses is set forth in Sound Transit's Small Business Program.
- c. If requested by the Consultant, Sound Transit will assist the Consultant to identify available and capable Small Businesses for subcontract work.
- d. Affirmative steps related to participation by Small Businesses could include the following actions, as applicable:
  - (1) placing qualified Small Businesses on solicitation lists;
  - (2) assuring that Small Businesses are solicited whenever they are potential sources;
  - (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Small Businesses;
  - (4) establishing delivery schedules, where the requirement permits, which encourage participation by Small Businesses; and
  - (5) using the services and assistance of Sound Transit and the Washington State Office of Minority and Women Business Enterprises.
- e. The Consultant shall provide periodic reports concerning its affirmative efforts and the actual participation by Small Businesses, as such reports are deemed necessary by Sound Transit.
- f. The provisions in this Paragraph J are in addition to the provisions elsewhere in this Agreement related to participation by Disadvantaged Business Enterprises (DBEs). In the event subconsultants or subcontractors are necessary, the Consultant shall comply with the provisions in this Paragraph J and the DBE provisions.

6. Equal Employment Opportunity (EEO)

- a. The Consultant shall implement and carry out the obligations regarding EEO submitted as part of its Proposal to perform this Agreement and the nondiscrimination in employment provisions included in this Agreement.
- b. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms and other pertinent data and records to demonstrate compliance with its EEO obligations under this Agreement. The Consultant shall permit reasonable access by Sound Transit to such records.



- c. The Consultant shall provide periodic reports concerning its efforts related to EEO, as such reports are deemed necessary by Sound Transit.

K. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26 (the "DBE Regulations"). The Consultant shall review and comply with applicable provisions in the DBE Regulations.
2. In the performance of work under this Agreement, the Consultant shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subconsultants, subcontractors and suppliers and shall ensure its subconsultants and subcontractors also afford DBEs such opportunities.
3. Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by the Consultant to satisfactorily perform the work under this Contract. Accordingly, Sound Transit did not establish any goal for participation by DBEs in the work under this Agreement.
4. If the Consultant determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Consultant shall make good faith efforts to assure that DBEs are used when possible. The Consultant shall make good faith efforts to reach out to DBEs to solicit and achieve participation by DBEs under this Agreement and maintain documentation of its efforts. The description of "good faith efforts" is set forth in the DBE Regulations.
5. The definition of DBEs is set forth in the DBE Regulations. Only firms that have been certified as eligible to participate as DBEs by the Washington State Office of Minority and Women Business Enterprise (MWBE) shall be considered to be DBEs under this Agreement. A listing of DBEs certified by OMWBE is available on the Internet at <http://www.omwbe.wa.gov/certification> or by contacting OMWBE at 360-753-9693.
6. In each subcontract it awards under this Agreement, the Consultant shall include the following assurance:

"The Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Subcontract. The Subconsultant shall carry out applicable requirements of 49 CFR Part 26 in the award of contracts under this Subcontract. Failure by the Subconsultant to carry out these requirements is a material breach of this Subcontract, which may result in the termination of this Subcontract or such other remedy as the Consultant or Sound Transit shall deem appropriate."



7. The Consultant shall provide periodic reports concerning its good faith efforts and the actual participation by DBEs, as such reports are deemed necessary by Sound Transit.
8. The provisions in this Paragraph K are in addition to the provisions elsewhere in this Agreement related to participation by Small Businesses. In the event subconsultants or subcontractors are necessary, the Consultant shall comply with the provisions in this Paragraph K and the provisions pertaining to Small Businesses.

L. PROHIBITED INTERESTS

No member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this agreement or the proceeds thereof, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inhere in the circumstances.

M. INSURANCE REQUIREMENT

1. The Consultant shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set forth below. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.
  - a. **General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$2,000,000 per occurrence.
  - b. **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 combined single limit.

**Such liability insurance, identified in 1.a and 1.b above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work, including Completed Operations, under this Agreement.**

- c. **Professional Liability:** At least \$1,000,000 per claim, for damages arising out of performance of the agreement whether due to failure to meet the standard of care, negligent acts, errors, or omissions of the Consultant.



- d. **Workers Compensation:** The Consultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant will be responsible for Workers Compensation insurance for any subconsultant who provides work under subcontract.

If the Consultant is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

- e. **Other Insurance:** Other insurance as may be deemed appropriate by Sound Transit; costs of which shall be borne by contracting parties as mutually agreed.

2. **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Consultant shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference "Sound Transit's contract number, RTA/RP 0021-11 and title, Strategic Communications and Public Affairs Consultant,"** and will state that the Consultant will provide 30 calendar days' advance written notice to Sound Transit in the event the Consultant's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Consultant from insurance obligations hereunder.

**Complete copies of the Additional Insured Endorsement(s) required in 1.a and 1.b above shall be attached to the Certificates of Insurance required in this section.**

3. Taking into account the scope of work and services to be performed by a subcontractor and/or subconsultant, the Consultant shall prudently determine whether, and in what amounts, each subcontractor and/or subconsultant shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or subconsultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.
4. The Consultant and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Sound Transit. The Consultant and its insurers also waive their right of subrogation against Sound Transit for loss of its owned or leased property or property under its care, custody and control.
5. No provision in this Section shall be construed to limit the liability of the Consultant for work not done in accordance with the Agreement, or express or implied warranties. The Consultant's liability for the work shall



extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

6. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.
7. The Consultant warrants that this Agreement has been thoroughly reviewed by the Consultant's insurance agent(s)/broker(s), who have been instructed by the Consultant to procure the insurance coverage required by this Agreement

#### N. TERMINATION

##### 1. Termination for Default

Sound Transit may terminate this agreement, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this agreement through no fault of Sound Transit. Insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the Consultant can prohibit Sound Transit's termination of the agreement.

##### 2. Termination for Convenience

Sound Transit may terminate this agreement in writing, in whole or in part, for its convenience and/or lack of appropriations.

If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

#### O. INDEMNIFICATION AND HOLD HARMLESS:

1. The Consultant must comply with all applicable federal, state and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this agreement
2. Consultant and its subconsultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of Sound Transit.
3. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to Sound Transit), and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent





arising out of, in connection with, or incident to the Consultant's performance of this agreement or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this agreement are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

**THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE(S) DIRECTLY AGAINST CONSULTANT.**

4. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.
5. The foregoing indemnities and duties to defend shall survive the termination of this agreement and final payment hereunder.
6. The Consultant may not assign any interest, obligation, or benefit in this agreement or transfer any interest in the same without prior written consent by Sound Transit.
7. This agreement is governed by Washington law, and exclusive venue for any action arising out of or relating to the performance of this agreement is in the Superior Court of King County, Washington.

**P. INTELLECTUAL PROPERTY AND WORK PRODUCT:**

1. All work (preliminary, draft, and final) performed by the Consultant under this agreement is the property of Sound Transit. Sound Transit will own any and all data, documents, working papers, computer programs, photographs, and other material produced by the Consultant pursuant to this agreement, and the Consultant hereby assigns and transfers to Sound Transit any and all intellectual property rights for such materials. The Consultant will provide



Sound Transit with copies of all such materials including, without limitation, any research memoranda prepared under this agreement. Under no circumstances, including pending disputes between Sound Transit and Consultant, will Consultant fail to deliver possession of said documents and materials to Sound Transit upon demand.

2. The Consultant must indemnify, pay the defense costs of, and hold Sound Transit harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this agreement that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).
3. This Section will survive any expiration or termination of this agreement.

**Q. AUDIT AND ACCESS TO RECORDS:**

For a period of six years following final payment by Sound Transit to the Consultant under this agreement, the Consultant must maintain all books, records, documents and other evidence related to performance of the services under this agreement. Sound Transit and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the consultant's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

**R. RECYCLED PRODUCTS**

To the extent practicable, the Consultant will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Consultant will use both sides of paper sheets and recycled/recyclable products.

**S. PRIVACY ACT**

To the extent it applies, Consultant and its subconsultants, or their employees must comply with the Privacy Act of 1974, 5 USC § 552a.

If the Scope of Work involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any consultants, third-party consultants, subconsultants, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this agreement will make this agreement subject to termination.

The Consultant agrees to include this clause in all subcontracts awarded under this agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

**T. CHANGES IN GOVERNMENTAL REGULATIONS**

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of submittal of Proposals, and such laws or regulations make standards more stringent or compliance more costly under this agreement, the Consultant must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule



promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.

2. Sound Transit will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.
3. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.
4. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Consultant's performance less expensive, or less difficult, then Sound Transit will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. Sound Transit will give the Consultant notice of Sound Transit's determination, and anticipated savings.

#### U. CONTRACT ADMINISTRATION

To ensure contract compliance, a contract administration process will be an integral part of this contract. Sound Transit employees will be assigned as contract monitors. The contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained in the Agreement. The contract administration process is a total quality management tool that empowers Sound Transit to monitor and assure contract compliance. The Consultant should know in the proposal process that the successful Consultant will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Consultant by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Consultant/user relationship will exist within compliance, and the contract administration process should be transparent.

#### V. MISCELLANEOUS PROVISIONS

1. Amendments: Modification of this agreement must be in writing signed by both parties.
2. Remedies Cumulative: Rights under this agreement are cumulative and nonexclusive of any other remedy at law or in equity.
3. Severability: If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement will not be affected thereby, and each term



and provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

4. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
5. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work.
6. Negotiated Contract: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this agreement reviewed by their respective legal counsel, and that the terms and conditions of this agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
7. The person signing this agreement is authorized to sign this agreement on behalf of the Consultant.

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

\_\_\_\_\_  
(Consultant) Central Puget Sound  
Regional Transit Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Ron Klein  
Executive Director  
Communications and  
External Affairs

APPROVED AS TO FORM:

By: \_\_\_\_\_

Legal Counsel



Odwyerpr.com



## EXHIBIT B EVALUATION CRITERIA/SUBMITTAL REQUIREMENTS

Proposals will be evaluated using the following criteria.

|                               |              |                 |
|-------------------------------|--------------|-----------------|
| <b>Evaluation Criterion 1</b> | <b>Price</b> | <b>400 pts.</b> |
|-------------------------------|--------------|-----------------|

Sound Transit is not obligated to award a contract to the lowest priced Proposal, but may accept the Proposal(s) that Sound Transit determines provides the greatest overall value to Sound Transit based upon technical competence and ability to perform in a timely manner, and is the most cost-effective.

Proposer shall complete and submit Proposal Form No. 1, Price Form.

|                               |                                        |                 |
|-------------------------------|----------------------------------------|-----------------|
| <b>Evaluation Criterion 2</b> | <b>Overall Approach and Experience</b> | <b>250 pts.</b> |
|-------------------------------|----------------------------------------|-----------------|

Provide a written overview, not to exceed the firm limit of 1,000 words, describing how the Proposer's capabilities, experience and approaches relate to the Scope of Work in Section Two and reflect the desired qualifications summarized below:

- Familiarity with Sound Move, Sound Transit 2, and the agency's approaches to implementing these measures.
- Knowledgeable of the trends in Sound Transit Board policymaking, including knowledge of individual board members' issues and concerns.
- Strong technical qualifications and experience in communications disciplines including media relations, government relations, community outreach, marketing and research.
- Strong experience with both strategic planning and crisis management.
- Familiarity with transportation and transit issues.
- Ability to identify and collaborate with key constituencies and stakeholders interested in Sound Transit, including government officials at all levels, private sector interests and non-profit organizations.

|                               |                                                             |                 |
|-------------------------------|-------------------------------------------------------------|-----------------|
| <b>Evaluation Criterion 3</b> | <b>Knowledge and Experience of Key Individuals and Firm</b> | <b>250 pts.</b> |
|-------------------------------|-------------------------------------------------------------|-----------------|

1. Demonstrate the knowledge, recent experience and expertise of the key individuals and the firm with clients and/or projects of similar type and complexity by providing the following information:

- Key Individuals:
- a. Brief résumés of the key individuals who will provide the requested services. (Full, one-page résumés may also be attached to the Appendix.)
  - b. A representative list of relevant work performed by the key individuals who will provide services to Sound Transit. Information provided in the list of relevant work shall include, at a minimum, the following:



- Client name and location including address and phone number of Client's project manager or primary contact (include location where services were provided if different from client location).
- Responsibility of the key individual.
- Brief description of the services provided, including total cost of the contract, completion date, etc.

Firm:

- a. Brief résumé, including but not limited to: home and branch office information; date established; former name(s)
- b. Type of ownership or legal structure
- c. General description of services provided and type of clients served

2. Organizational chart/structure overview.
3. List the key personnel who will be assigned to this project. Based on the estimated number of hours given in Proposal Form No. 1, Price, show the percentages of work hours that each individual may be assigned to work on this project.
4. Identify the physical location of the office from which the work will be performed.
5. Discuss the firm's record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, and responsiveness.

| Evaluation Criterion 4 | Commitment to and Compliance with Equal Employment Opportunity Law | 100 pts. |
|------------------------|--------------------------------------------------------------------|----------|
|------------------------|--------------------------------------------------------------------|----------|

Demonstrate past and current commitment to Equal Employment Opportunity (EEO). Sound Transit encourages Proposals from firms that seek to employ a workforce that draws from all of the Puget Sound region's highly-qualified and diverse citizens.

**Note:** *This evaluation criterion requires a discussion of your firm's EEO efforts; simply repeating your firm's EEO policy may not meet the requirements below.*

**Submittal Requirements**

1. Explain the extent to which minority, women, or persons with disabilities will be involved on the Proposal team and the employment of such persons on the staff of team firm(s).
2. Discuss all of the following in the order listed below:
  - a. Describe the efforts your firm makes to ensure that it provides equal employment opportunities to all persons without regard to race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person on the team firms' workforces and the involvement of such persons on comparable projects. Include information about any internship and training opportunities, as appropriate.



- b. Describe experience and approach in employing diverse teams on projects with scopes of work or size and duration comparable to this Scope of Work.
- c. Provide the name of the individual who will be responsible for overseeing adherence to EEO laws and policies, and who will ensure that employment actions regarding staffing and managing the work will be carried out in a nondiscriminatory manner.
- d. If Proposer has no employees, discuss the ways that he/she has been able to successfully create and/or work with a diverse, inclusive project team. What was the size and scope of the project? How were the diverse components engaged to contribute to the ultimate success of the project? Alternatively, the Proposer may discuss his/her professional or civic activities such as mentoring and/or outreach that promote inclusion and support the concepts of diversity and equal opportunity.

