



**Request for Proposals  
Link Light Rail Operations Analysis**

**RFP NO. RTA/ RP 0222-10**

**September 23, 2010**

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**REQUEST FOR PROPOSALS**  
**Link Light Rail Operations Analysis**  
**RFP NO. RTA/RP 0222-10**

**SECTION ONE INSTRUCTIONS TO PROPOSERS**

**1.1 INTRODUCTION**

Sound Transit is requesting Proposals from firms to provide services to conduct a system wide operational analysis of the existing and planned Link light rail system. The full scope of work is attached as Section Two Scope of Work.

The contract term is expected to be three to six months with options for additional one-month periods up to a total term not to exceed 18 months 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
September 23, 2010	Public Announcement for Request for Proposals (RFP)
October 7, 2010	Last day to submit Requests for Information (RFIs) and/or Questions
October 15, 2010	Proposals Due ( <b>on or before 4:00 PM</b> local time)
Week of October 18	Proposals reviewed / finalists selected
Week of October 25	Interviews and ranking of firms, if necessary
December 2010	Approval of Award by Board
December 2010	Execute Contract and Notice to Proceed

**1.7 REQUESTS FOR INFORMATION**

Questions about this RFP must be submitted by facsimile to Sound Transit, Attn: 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 six 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. Linda Thomas, 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 Link Light Rail Operations Analysis, RFP No. RTA/RP 0222-10."
- 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 15 sheets of letter-sized paper, printed double-sided</u> (excluding required submittal forms and firm and individual résumés).
Appendix – (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> <li>3. If proposing team is a joint venture, a copy of the joint</li> </ol>



<p>Exceptions to Proposed Agreement</p>	<p>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>
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**B. Evaluation Criteria and Proposal Requirements**

1. The evaluation criteria in Paragraph B.4 will be used in evaluating Proposals. **Detailed Submittal Requirements are included in Exhibit B of this RFP.**
2. 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.
3. 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.
4. Evaluation Criteria:

No.	Criterion	Maximum Points
1	Price	300 pts
2	Knowledge and Experience of Key Individuals	300 pts
3	Project Approach	200 pts
4	Firm Experience and History	150 pts
5	Commitment to and Compliance with Equal Employment Opportunity laws.	50 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**

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 RFP. The contract administration process is a total quality management tool that empowers Sound Transit to monitor and assure contract compliance. The Proposer should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer 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 Proposer/user relationship will exist within compliance, and the contract administration process should be transparent.

**END OF SECTION ONE**



## SECTION TWO SCOPE OF WORK

### 2.1 INTRODUCTION

Sound Transit is interested in retaining the services of a consultant to conduct a system wide operational analysis of the existing and planned Link light rail system. This analysis will include the development of a rail fleet management plan and a system wide operations plan that includes a review of a future O&M facility and train storage requirements.

### 2.2 STUDY OBJECTIVES

The study objectives of the Link light rail operations analysis include:

- Conduct a system wide operational analysis of the existing and planned light rail system. This is intended to be a phased analysis based on the planned opening of various light rail service extensions.
- Preparation of rail fleet management plan that includes the phased implementation of light rail service.
- Preparation of an operations plan and that includes the phased implementation of light rail service through 2030, travel time assumptions, passenger loads, service characteristics, fleet requirements and infrastructure requirements.
- Recommend operational criteria for locating a future light rail operations and maintenance facility to meet the fleet needs and system deployment.

### 2.3 BACKGROUND

#### A. Existing System

In July 2009, Sound Transit began operating service on its Initial Segment light rail line from downtown Seattle to the City of Tukwila. Less than six months later, in December 2009, the line was extended to SeaTac Airport. The 15.6 mile, 13 station line includes the following characteristics:

Profile	Distance (Miles)	Stations
Elevated	7.0	3
At-grade	6.3	5
Tunnel	2.3	5
Total	15.6	13

The system is currently operated by King County Metro under an inter-local agreement with Sound Transit. A unique feature of the light rail system is the joint bus and rail operation in the Downtown Seattle Transit Tunnel (DSTT) with four shared in-line stations.

#### B. Existing Light Rail Vehicles

Sound Transit operates a fleet of low-floor light rail cars built by Kinkisharyo/Mitsui of Osaka, Japan. While Sound Transit currently operates 2-car light rail consists, the stations and systems have been designed to accommodate 4-car consists in the future as demand grows.



Summary information about the Link light rail fleet follows:

Formation	6 - Axle Articulating
Length x Height	95 feet x 12.5 feet
Estimated Weight	105,000 pounds
Track Gauge	4ft – 8.5in / 1435mm
Width	8.7 feet / 2.67 meters
Passenger capacity	200 passengers, 74 seated
Fuel type	Electricity
Electrical System	1500 volts D.C. Overhead Trolley System
Year of manufacture	2006 & 2007
Number of vehicles in fleet	35

### C. Existing O&M Facility

Sound Transit’s Forest Street Operations & Maintenance (O&M) Facility is on a 25-acre site located south of South Forest Street and west of Airport Way in the industrial area south of Downtown Seattle.

The four-story, 162,000 square foot O&M building contains component repair shops on the first and second floors, an electronics repair shop, a signals and communications lab and a communications maintenance shop as well as the back-up Link Control Center, training rooms, sheriff offices, and staff offices for maintenance and operations management and administrative personnel.

The maintenance shop contains nine bays with room for two light rail vehicles (LRV’s) per bay. Major maintenance equipment includes a hydraulic light rail vehicle hoist with turntables to move components into the adjacent truck shop, cranes for maintenance on nine light rail vehicles, a bridge crane to transfer components to adjacent second floor repair shop, a wheel truing machine, a body shop with frame straightening equipment, a fully enclosed paint booth for light rail vehicle painting, and an automated light rail vehicle wash and a truck shop.

The facility currently has storage for 104 LRV’s (the original storage was for 40 LRV’s, but the U-Link project recently added 64 storage spaces).

## 2.4 SYSTEM EXPANSION

Sound Transit has plans to expand its current light rail system through the implementation of its original Sound Move Plan, which called for a light rail system that extended from the University District to south of SeaTac Airport, and the more recently voter approved Sound Transit 2 Plan (ST2).

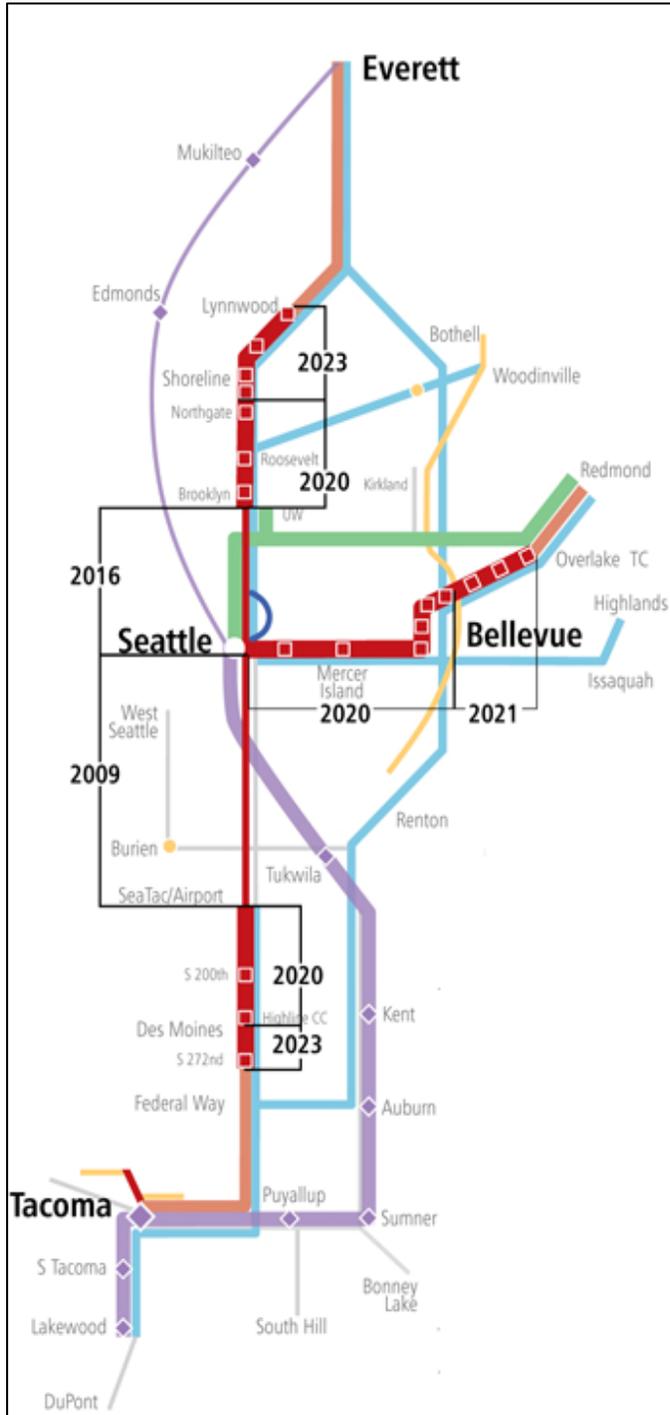
### A. University Link Extension

The University Link (U-Link) project is currently under construction and includes a 3.15 mile extension from the north end of the DSTT to the University of Washington. The alignment is in a twin-bore tunnel and includes a station on Capitol Hill and at Husky Stadium on the University of Washington campus. An additional 27 vehicles are currently being manufactured to support the start of the U-Link service in 2016. The additional 27 vehicles are scheduled to start arriving at the O&M facility in early 2011.



B. ST2 Plan

In November 2008 the voters approved the ST2 Plan. That plan provides funding for the planning, design, construction and operations of an additional 33 miles of regional light rail, bringing the system total to approximately 52 miles by 2023.



**North Link:** North Link is a key part of the regional mass transit system approved by voters in 2008. The 4.3-mile extension will provide a fast, reliable option for getting through one of the region's most congested traffic areas. North Link includes an elevated station at Northgate, and two tunnel stations in the Roosevelt neighborhood and the University District. North Link is scheduled to start final design in late 2010 and is slated to open in 2020.

**South Link:** This project will extend Central Link light rail approximately 1.6 miles south from SeaTac/Airport Station to South 200th Street. Preliminary engineering (PE) and Environmental review for this extension is complete. The agency is currently in the process of procuring a consultant team to update the existing project PE and to recommend options to package the extension as a design/build project. This change could move the opening from the planned date of 2020 to late 2015 or early 2016.

**East Link:** The East Link project would connect to the rail system in downtown Seattle and extends the system east to Mercer Island, Bellevue, and Redmond. This 14 mile extension will add nine or ten stations to the system. The line is funded for construction and operations as part of ST2 from Seattle to the Overlake Transit Center in Redmond. While not proposed for construction, the project environmental documents also have examined four light rail maintenance facility locations along the alignment. Preliminary engineering is underway and will be completed in the 1<sup>st</sup> quarter of 2011 and the final Environmental Impact Statement (EIS) will be published in April of 2011. This segment is planned to open to just east of downtown Bellevue in



2020 and Overlake in Redmond in 2021.

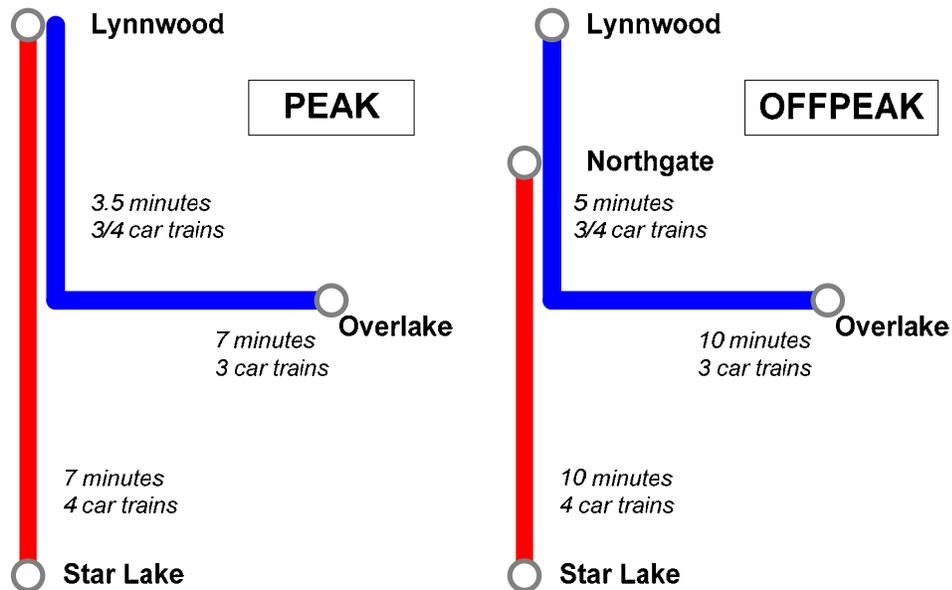
**North Corridor HCT:** This project will construct an extension of the Central Link light rail system approximately 8.2 miles from Northgate to Lynnwood Transit Center. For cost estimation purposes, the alignment is assumed to be entirely aerial primarily along I-5 with up to four stations. The final alignment and station locations will be determined through project level design and environmental review which started in mid-2010. The project is currently in the alternatives analysis stage. The North Corridor extension is expected to open in 2023.

**South Corridor HCT:** The project will extend Central Link light rail approximately 4.8 miles south from the South 200th Street Station to Redondo/Star Lake (South 272<sup>nd</sup> Street) with stations near Highline Community College and Redondo/Star Lake. For cost estimation purposes, the alignment is assumed to be entirely elevated primarily along SR 99. The final alignment and station locations will be determined through project level design and environmental review. Service to Highline is scheduled to open in 2020 and Redondo/Star Lake in 2023.

C. ST2 Operating Plan Assumptions and Fleet Requirements

The 2030 ST2 operating plan for a light rail system with service between Lynnwood Transit Center, Overlake Transit Center and Star Lake (S 272nd Street) is shown in the diagram below. The total light rail fleet associated with this plan is 180 vehicles. This includes the 35 existing vehicles, the 27 vehicles coming as a result of U-Link, 12 additional vehicles that are budgeted after 2020 in anticipation of ridership growth on the UW to Airport line, plus 106 vehicles to be funded out of the ST2 program.

### 2030 Light Rail Operating Plan Supporting ST2 Investments



D. ST2 Plan O&M Facility and Fleet Storage Assumptions

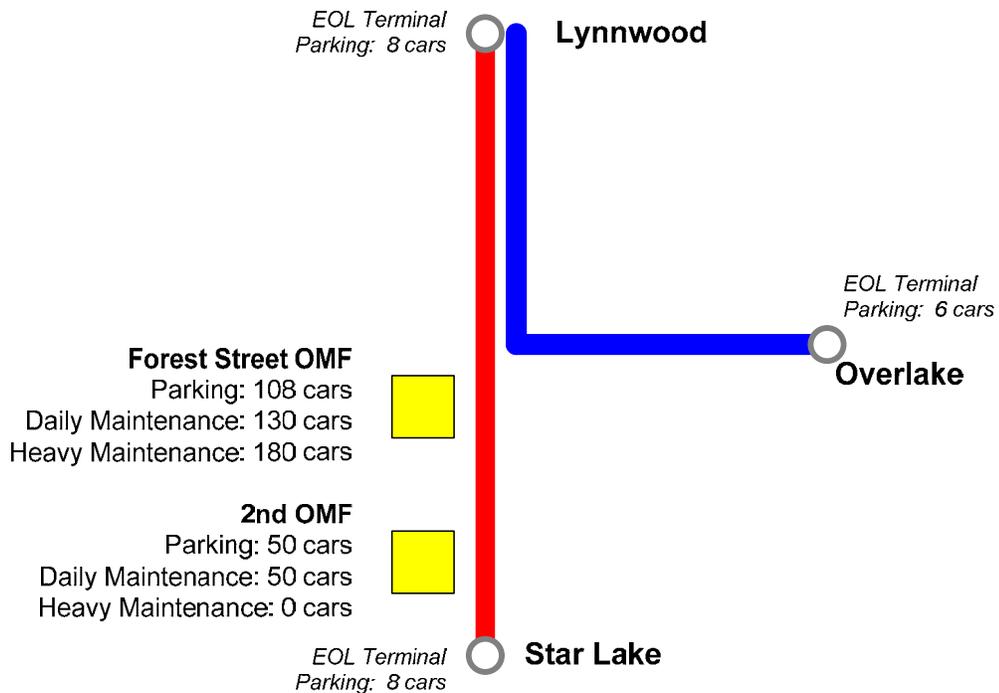
Certain light rail operating assumptions were included in the ST2 plan related to fleet size, fleet storage and the need for a second O&M facility.

It was assumed that the Forest Street O&M Facility can accommodate up to 108 vehicles which assumes, that in addition to the 104 car storage area, four additional cars would be stored in the service bays. Expansion of the Link light rail system beyond 108 vehicles requires new maintenance base capacity, which the ST2 Plan assumes will be provided at a new O&M facility to be built along the south corridor between SeaTac and South 272nd Street. That facility would be sized to store, operate and maintain at least 50 vehicles and, when combined with the Forest Street O&M facility and end-of-the-line terminal facilities, will provide sufficient capacity to operate and maintain the entire Light Rail Transit (LRT) fleet of 180 cars through at least 2030.

E. ST2 Plan Fleet Storage Assumptions

The ST2 Plan presumes that as the system is built out some vehicles will be stored overnight at the ends of the lines to provide operational flexibility and minimize the need for additional O&M facilities. The idea is to store vehicles at the terminal stations or on tail tracks adjacent to the stations at Lynnwood Transit Center, Overlake Transit Center, and South 272nd Street. Up to 22 vehicles are assumed to be stored at these facilities, as shown in the diagram below.

### 2030 Light Rail Operating & Maintenance Facilities Supporting the Operating Plan



## 2.5 SCOPE OF WORK

The basic scope of work is outlined below. Consultants are encouraged to comment on this approach and offer suggestions for refinements or modifications in their submittal.

### Task 1: Project Management

- Develop Project Management Plan (PMP) that includes, but is not limited to:
  - A final detailed work plan, project scope description and list of deliverables by task.
  - Project schedule.
  - Team make-up and key personnel responsibilities.
  - Coordination plan for working with other key Sound Transit divisions, offices and departments.

**Deliverables:** Project Management Plan

### Task 2: Assemble and Review back-up Material

- Collect, document and review material required to conduct the operational analysis. Information currently available includes:
  - Light rail design criteria.
  - Light rail ridership forecasts.
  - Light rail line segment and station drawings (including existing and planned crossover locations, pockets tracks, tail tracks and other special track work).
  - Existing light rail operations plan.
  - Existing light rail maintenance plan.
  - Existing light rail fleet management plan.
  - ST2 light rail expansion operating plan assumptions.
  - ST2 light rail vehicle storage and operating assumptions.

**Deliverables:** Documentation of the material used in the operational analysis

### Task 3: Rail Simulation Modeling

- Sound Transit has a licensed version of the Ontrack light rail simulation software, but only the Initial Segment (downtown Seattle to Tukwila International Blvd Station) has been coded into the model. If the consultant uses their own version of the Ontrack software package, the files should be provided to Sound Transit so its model can be updated. If the consultant proposes to use a different light rail simulation software package or simulation methodology, the model or methodology should be documented and approved by Sound Transit.
- Application of the simulation software or methodology
  - Through consultation with Sound Transit, the consultant will develop a list of operating assumptions required by the software and review the appropriate parameters for the data input. Where possible, the required information will be supplied by Sound Transit.
  - Through consultation with Sound Transit, the consultant will use the simulation software or methodology to develop and test future rail O&M facility and interim vehicle storage strategies, turnback options, special track requirements, dispatch plans for start of service, service ramp up and service ramp down and end of service.



**Deliverables:** Memo documenting the results of software simulations

**Task 4: Rail Fleet Management Plan**

- Prepare a light rail fleet management plan for the time period 2016 - 2030. The plan should be in conformance with the *Federal Transit Administration TPM-20, Guidance Number 25: Rail Fleet Management Plan review procedures and requirements, January 8, 2004* (or as updated).
- The plan should build upon existing Sound Transit fleet plans, conform to industry standards and include the phased implementation of light rail service.
- Prepare a draft Rail Fleet Management Plan for review by ST.
- Prepare a final Rail Fleet Management Plan based on ST review comments.

**Deliverables:** A draft and final Rail Fleet Management Plan

**Task 5: Operations Plan**

- Prepare a light rail operations plan that meets industry standards and includes at a minimum:
  - Documentation of rail O&M facility and interim vehicle storage strategies.
  - Phased implementation of light rail service for the period 2016 to 2030.
  - Travel times, passenger loads, service characteristics, fleet requirements and infrastructure requirements to support the operation of the system.
- Prepare a draft Link Light Rail Operations Plan for review by ST.
- Prepare a final Link Light Rail Operations Plan based on ST review comments.

**Deliverables:** A draft and final Link Light Rail Operations Plan

**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 lump sum (Schedule A) or unit price (Schedule B), as indicated, must be offered for each Proposal Item.

For Schedule A, the Proposer must offer lump sum, fully burdened and all-inclusive rates for all costs associated with accomplishing each of the Tasks as described in the Scope of Work. Rates shall include direct hourly rates, direct costs, overhead, profit, and Other Direct Costs such as travel and mileage.

For Schedule B, a Job Classification and associated Fully Burdened Hourly Rate shall be offered for each potential Job Classification that may participate in any follow on work. Rates shall be fully-burdened (all-inclusive rate which includes direct hourly rates, direct costs, overhead, travel, mileage and profit). No direct or indirect costs shall be paid by Sound Transit without prior approval by Sound Transit. Any approved Other Direct Cost (ODC) shall be paid at cost without mark-up.

The Proposer must set forth a Total Proposal Price for the Base Term that is the sum of the lump sum and extended amounts for all Proposal Items in Schedule A. For Schedule B, the Proposer shall set forth an Average Hourly Rate that shall be the average of all Fully Burdened Hourly Rates. The Average Hourly Rate shall be evaluated along with the Schedule A Base Term proposed amount. Sound Transit reserves the right to correct obvious mathematical errors on the form.

In the "Unit of Measure" column: "HR" means hours; "LS" means lump sum.

**NOTE: If prices are not submitted on all line items, the proposal may be considered non-responsive.** Prices listed will apply for the entire term of the contract.

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 Operations Analysis</b>				
<b>RFP Item</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit of Measure</b>	<b>Unit Rate</b>
A1	Task 1: Project Management	1	LS	\$
A2	Task 2: Assemble and Review Back-Up Material	1	LS	\$
A3	Task 3: Rail Simulation Modeling	1	LS	\$
A4	Task 4: Rail Fleet Management Plan	1	LS	\$
A5	Task 5: Operations Plan	1	LS	\$
<b>SUBTOTAL SCHEDULE A - BASE TERM <sup>1</sup></b>				<b>\$</b>





<sup>1</sup> Sound Transit reserves the right to enter into a Not-To-Exceed Contract, which amount may differ from this Total Proposed Price for the Base Term.

PRICE SCHEDULE B Hourly Rate Form			
RFP Item	Job Classification	Unit of Measure	Fully Burdened Hourly Rate
B1		HR	\$
B2		HR	\$
B3		HR	\$
B4		HR	\$
B5		HR	\$
B6		HR	\$
B7		HR	\$
B8		HR	\$
<b>Average Hourly Rate based upon the above rates:</b>			\$

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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
---

<b>Box</b>	<b>Name</b>	<b>Description</b>
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).



- |           |  |  |
|-----------|--|--|
| <b>14</b> | Description of Work  | Brief description of the work to be performed by the proposed DBE/Small Business participant.  |
| <b>15</b> | 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.                |
| <b>16</b> | 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. |
| <b>17</b> | 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  |
| <b>18</b> | Subtotal Percent of Proposed Contract  | Percentage of proposed Contract Amount for additional DBE/Small Business participants listed on additional page(s).  |
| <b>19</b> | DBE/Small Business Participants Total  | Add Boxes 15 and 17, place total in this box.  |
| <b>20</b> | 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**

Procurement No.	1. RTA/RP 0222-10	Company Name	3.
		Address	4.
Procurement Title	2. Link Light Rail Operations Analysis	City/State/Zip	5.
		Contact Name	6.
		Contact Phone	7.
		Contact Email	8.

Diversity Contract Goals	
Small Business Commitment	9. _____ %
<b>Small Business Goal</b>	10. _____ <b>0%</b>

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)			<b>DBE/Small Business Participants Total: 19. \$</b>	<b>20. %</b>



**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.

**Is Subcontracting anticipated for this Contract?** \_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

- 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 three months effective \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, with options for additional months not to exceed an 18-month total term 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 [redacted]. In the event of any discrepancy or conflict between the Scope of Work and Consultant's proposal dated [redacted], 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.

Lump Sum Tasks

The Consultant will be compensated upon Sound Transit's acceptance of the deliverable(s) for each specific Task, as described in Section A (Scope of Work). Total compensation for each Task will not exceed the amount identified for that Task as follows:

**[INSERT SCHEDULE A TABLE WITH CONSULTANT PROPOSAL PRICES]**

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 SCHEDULE B WITH CONSULTANT PROPOSAL PRICES]**

F. PRICE ESCALATION / PAYMENT / INVOICES

The lump sum and 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.

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

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: Linda Thomas, 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 South 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 a and b above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work under this Agreement.

- c. **Professional Liability:** At least \$2,000,000 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 the contract number and title of this Contract** 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.
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. 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: \_\_\_\_\_

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

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

Celia Kupersmith  
Deputy CEO

APPROVED AS TO FORM:

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

Legal Counsel





## Attachment A Scope of Work





**EXHIBIT B EVALUATION CRITERIA/SUBMITTAL REQUIREMENTS**

Proposals will be evaluated using the following criteria.

<b>Evaluation Criterion 1</b>	<b>Price</b>	<b>300 pts.</b>
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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.

**Submittal Requirements**

1. Submit Proposal Form No. 1, Price Form.

<b>Evaluation Criterion 2</b>	<b>Knowledge and Current Experience of Key Individuals</b>	<b>300 pts.</b>
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Demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including but not limited to the proposed project manager, major subconsultants, and key staff in each firm. Knowledge, recent experience and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

**Submittal Requirements**

Proposals shall include the following information in a clear, comprehensive, and concise manner.

1. Brief résumés of the key individuals who will provide the requested services. (Full, one-page résumés may also be attached to the Appendix.)
2. A representative list of relevant work performed by the key individuals who will provide the services with an emphasis on specific rail operational analysis work. Proposals shall include information about the project manager, major subconsultants, and key staff. Proposals shall include, at a minimum, the following information in a table format:
  - a. 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).
  - b. Responsibility of your firm and of the proposed subconsultants (prime, subconsultant, joint venture, etc.)
  - c. Name, address, and phone number of firm’s project manager.
  - d. Brief description of the services provided, including description of the services/products/equipment provided by the firm; total cost of the contract; completion date; etc.
3. Provide additional information that demonstrates the key individuals’ abilities to provide the services specified herein.



<b>Evaluation Criterion 3</b>	<b>Project Approach</b>	<b>200 pts.</b>
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Explain the firm’s approach to each Task of the Scope of Work. This should be demonstrated through the firm’s understanding of Sound Transit’s needs and the Scope of Work to be provided in order to manage and complete the work.

**Submittal Requirements**

Proposals shall include the following information in a clear, comprehensive, and concise manner.

1. Recommend methodology or approach for addressing the Scope of Work, including comments on the outline in Section 2.5.
2. Expand on perception of project considerations including special considerations, the involvement of external stakeholders, available resources, etc.
3. Note the physical location of the office from which the work will be performed.
4. Provide a proposed schedule/timeline for accomplishing the tasks and deliverables.
5. Describe the team that will be assigned to this Scope of Work, including the organizational chart showing the reporting relationship between individual team members.
6. Provide a level of effort for the individual(s) to be assigned and describe the work each will perform.
7. Provide a level of effort for each task in the Scope of Work.
8. Demonstrate the ready availability and accessibility of key personnel and support staff, and how priorities will be managed in the event of conflicts from other on-going projects of the firm.

<b>Evaluation Criterion 4</b>	<b>Firm Experience and History</b>	<b>150 pts.</b>
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Demonstrate the specialized experience and technical competence of the firms comprising the team (including a joint venture, associate, or professional subconsultant), considering the type of services required. Recent experience of the firm and successful completion of Work of a similar type and complexity will be a material consideration. Include information such as firm’s past 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, responsiveness, participation of DBEs and/or Small Businesses, and compliance with Equal Employment Opportunity (EEO) laws.

**Submittal Requirements**

Proposals shall include the following information in a clear, comprehensive, and concise manner.



1. Brief résumé of the Proposer firm (or joint venture), including but not limited to: home and branch office information; date established; former name(s); type of ownership or legal structure; general description of services provided and type of clients served; and personnel to be assigned to this contract.
2. Describe recent services provided by Proposer's firm and proposed subconsultants to illustrate the firm's ability to perform the requirements of this Contract. Proposals shall include at a minimum the following information in a table format:
  - a. 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.
  - b. Responsibility of your firm and of the proposed subconsultants (prime, subconsultant, joint venture, etc.)
  - c. Name, address, and phone number of client firm's project manager.
  - d. Brief description of the services provided including description of the services/products/equipment provided by the firm; total cost of the contract; completion date; etc.
3. Provide additional information that demonstrates the firm's ability to provide the services specified herein.

<b>Evaluation Criterion 5</b>	<b>Commitment to and Compliance with Equal Employment Opportunity Law</b>	<b>50 pts.</b>
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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.



# CLARIFICATIONS

## Publication No. 1

### Request for Proposals for Link Light Rail Operations Analysis

RFP No. RTA/RP 0222-10

DATE: September 27, 2010

*These questions are for clarification purposes only. Changes to the Contract Document will be made only by formally issued addenda. When possible, the questions are provided in the form they were submitted, including their grammatical errors.*

RFI No.	RFP Reference	Firm's Questions	Sound Transit Response
1	Section 3, Proposal Form 1, Price, p. 14	What is the budget for this contract?	We anticipate this contract to be in the range of \$160K to \$180K.
2	Section 1.10, Contents of Proposal, A.2, p. 4	Required proposal forms may not be modified or changed. Will you make the forms available in Word Document form?	No.
3	Section 1.10, Contents of Proposal, A.2, p. 4	Do we need to include all text on all pages of the forms or only the tables? For example, do we need to include all 8 paragraphs of instructions above Price Schedule A, or can we just take a screenshot of the table, photoshop in our numbers and plug that into our response document?	Sound Transit prefers that the forms are not recreated.
4	Section 3, Proposal Form 1, Price, p. 15	Since forms cannot be modified, if there are more than two or three addenda they won't all fit in the space on page two of this form to list them. How should we then indicate the addenda?	If there are more than two or three addenda, you can fill out that blank as "1-4" or "1-5" as appropriate.
5	Section 1.2, Agency Background, Paragraph B, p. 1	What vendors were involved with creating the Sound Move Plan?	The Sound Move Plan was created by agency staff in 1995. There was limited consultant support.

## CLARIFICATIONS

### Publication No. 2

#### Request for Proposals for Link Light Rail Operations Analysis

RFP No. RTA/RP 0222-10

DATE: October 6, 2010

*These questions are for clarification purposes only. Changes to the Contract Document will be made only by formally issued addenda*

*When possible, the questions are provided in the form they were submitted, including their grammatical errors.*

RFI No.	RFP Reference	Firm's Questions	Sound Transit Response
6	Section 2.5 Scope of Work, Task 3	Does the client require all the individual stages of the developing LRT services and network to be modelled	Task 3: Rail Simulation Modeling, calls for the consultant to propose the use of a rail simulation model or methodology that is documented and approved by Sound Transit. This model or methodology should cover all aspects of the light rail network phased over the implementation of the service.