



**SPOKANE TRANSIT AUTHORITY
1230 W. BOONE AVENUE
SPOKANE, WASHINGTON 99201**

**REQUEST FOR PROPOSALS
#12-STA-447**

**TO PROVIDE AN
EMPLOYEE ASSISTANCE PROGRAM**

ISSUE DATE: October 9, 2012

DUE DATE: November 9, 2012

**REQUEST FOR PROPOSALS #12-STA-447
TO PROVIDE AN
EMPLOYEE ASSISTANCE PROGRAM**

Five (5) sets (one original and four copies) of sealed proposals will be accepted until 4:00 p.m., local time, November 9, 2012 by the Spokane Transit Authority (STA), 1230 W. Boone Avenue, Spokane, Washington 99201, to provide STA with an Employee Assistance Program over a five-year period, effective December 1, 2012. Work shall be performed in accordance with the conditions stated in the Request for Proposals (RFP) package.

Request for Proposals may be obtained from Ms. Laurie Hitchcock, (509) 226-1979 or electronically at lhitchcock@spokanetransit.com. Proposals shall be submitted to Ms. Jacqueline Tjards, Purchasing Manager, at the above address and are to be marked: "Proposal to Provide an Employee Assistance Program".

The right is reserved to reject any and all proposals, to waive any informalities and irregularities in the proposal submission process, to negotiate with any proposers, and to accept proposals which are considered to be in the best interest of STA.

STA is an Equal Employment Opportunity organization (EEO) which does not discriminate against any prospective supplier on the basis of race, religion, color, sex, age, marital status, national origin, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful proposer will be required to comply with all EEO federal, state, and local laws and regulations.

Upon request, alternative formats regarding this information will be produced for people with disabilities. Please call (509) 325-6094 at least 48 hours in advance to request an accommodation. [TTY (509) 456-4327]

RFP #12-STA-447 - EMPLOYEE ASSISTANCE PROGRAM

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**SPOKANE TRANSIT AUTHORITY
REQUEST FOR PROPOSALS #12-STA-447
TO PROVIDE AN
EMPLOYEE ASSISTANCE PROGRAM**

I. INSTRUCTIONS TO PROPOSERS

1. **Introduction:** Spokane Transit Authority (STA) is seeking to establish a firm, fixed-price contract with one responsible vendor to provide STA with an Employee Assistance Program over a 5-year period effective December 1, 2012 through November 30, 2017. Please read the entire package before submitting your proposal. Careful attention must be paid to all requested items contained in this "Competitive Sealed Proposal" hereinafter referred to as Request For Proposals (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP.
2. **Proposal Closing Date:** 4:00 p.m. local time, November 9, 2012. All proposals shall be effective for ninety (90) days from the proposal closing date.
3. **Proposals Received By:** Ms. Jacqueline Tjards, Purchasing Manager, 1230 West Boone Avenue, Spokane, Washington 99201. Sealed envelopes containing proposals shall be marked "*RFP #12-STA-447 - Proposal to Provide an Employee Assistance Program*". One (1) original proposal and four (4) copies are required.
4. **Proposed Procurement Timeline:** Provided below is the proposed procurement timeline. Unexpected events may cause the timeline to change, particularly as it relates to the schedule of STA Board and Committee meeting days.

<u>Month/Day</u>	<u>Event</u>
October 9, 2012	Request for Proposal issued
November 9, 2012; 4:00 p.m.	Proposals due
Week of November 19, 2012	Interviews of top ranked Proposers, if needed
November 26, 2012	Award of Contract

5. **Proposal Evaluation:** A committee comprised of STA staff and a member of the STA Board of Directors will privately evaluate the proposals based upon the following factors and their respective weighted importance:

<u>CRITERIA</u>	<u>POINTS</u>
1. Cost	25
2. Ability to provide requested services	20
3. Qualifications/experience of firm and program organization	20
4. Qualifications and experience of key personnel	15
5. References	15
6. RFP compliance	<u>5</u>
TOTAL	100

STA may request oral presentations from those firms deemed to be within competitive range after evaluation of submitted proposals. The right is reserved to award a contract based on proposals submission only. Presentations, if required, will be held at STA's Administration Building, 1230 West Boone Avenue, Spokane, Washington. All expenses for attendance at the presentation are the responsibility of the Proposer.

6. **Price Proposal Form:** The Price Proposal Form (Attachment A) shall be fully completed and signed by an officer of the company authorized to submit the proposal. Pricing under this contract shall remain firm to STA for three (3) years. Price adjustments for years four (4) and five (5) shall be tied to the prevailing (October) monthly Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. As an example, if the percentage change in the CPI-U from October 2014 to October 2015 is 3%, the Year 3 prices would be increased by 3.0% for year 4. The same adjustment procedure will be used for year 5.
7. **EEO:** STA is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, nation origin, or the presence of any sensory, mental, or physical disability in consideration of a contract award. The successful proposer will be required to comply with all EEO federal, state, and local laws and regulations.
8. **Request for Clarification or Change:** Proposer requests for clarification or changes to the RFP shall be submitted on the form provided as Attachment B. Requests may be mailed, sent via facsimile, or sent electronically to the contact person listed herein.

Any changes to this RFP or scope of work will be made by written addendum and all prospective vendors receiving the initial RFP package will be notified by mail, facsimile, or electronically of these changes. Prospective vendors shall complete and return the Acknowledgment of Amendments form (Attachment C) with their proposal.

9. **Changes/Alterations to Proposal:** Proposers may change or withdraw proposal at any time prior to proposal due date; **however**, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal that is addressed in the same manner as the proposal, and received by STA **prior** to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the **written request** is plainly marked **“modifications of proposal”**.
10. **DBE Participation:** STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual goal for DBE participation in its contracting opportunities. If a specific DBE goal has been set for this contract, it will be clearly stated in these specifications. If a goal is not stated it shall be understood that no specific goal has been assigned to this contract; however, contractors and subcontractors are required to comply with the following:

Non-Discrimination Assurances:

The contract or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy, as STA deems appropriate.

A copy of 49 CFR part 26 may be obtained by contacting STA’s DBE Liaison, Spokane Transit Authority, 1230 W. Boone, Spokane, WA 99201, (509) 325-6032.

Prompt Payment

The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from STA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of STA. This clause applies to both DBE and non-DBE subcontractors.

DBE Bidders List

STA is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting subcontracts on Department of Transportation-assisted contracts. To assist STA in compliance with this provision of the regulations, **please complete and return the “DBE Certification” attachment with your proposal.**

11. **STA Reserves The Right To:** Reject any or all proposals, to waive minor informalities or irregularities in the proposal submission process, to negotiate further with those proposers within the competitive range, and to award a contract based not necessarily upon lowest proposed prices, but in the best overall interests of STA. Please note that this RFP does not constitute an offer, but rather a Request for Offers from worker’s compensation claims administration service providers.
12. **Protest Procedures:** STA maintains a set of proposer protest procedures. If any proposer desires this information, it may be obtained by calling Ms. Jacque Tjards, Purchasing Manager at (509) 325-6032.
13. **Contract:** See the attached contract (Exhibit A) to be executed with the successful proposer. **It is not necessary for proposers to sign and return the contract with their proposal, but proposers should note applicable provisions relating to this Request for Proposals contained therein and submit any proposed language changes no later than (10) calendar days prior to proposal due date.**

STA reserves the right to add additional services at fairly negotiated prices or delete services if STA’s needs change.

14. **Federally Required Certifications:** STA receives operating assistance from the Department of Transportation, Federal Transit Administration and, as such, is required to obtain certifications in all of its larger operating contracts, to which this procurement applies. **The certificates (Attachments E and F) must be fully completed and returned with the proposal on or before the proposal closing date.** A proposal that does not include this properly executed certification will be considered non-responsive and will be removed from any further consideration. The successful proposer must obtain signed certifications from each subcontractor providing labor or materials in accordance with the specification.
15. **Proposer Certification:** By submittal of a response pursuant to this request, the Proposer certifies that they have not paid or agreed to pay any fee or commission, or any other thing of value contingent on the award of this contract, to any employee, official, or current consultant of STA. The Proposer certifies that the financial information in this response has been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any other response or Proposer.
16. **No Proposal Form:** Prospective vendors choosing not to submit a proposal are requested to complete and return the attached “No Proposal Form”.
17. **Payment:** The payment terms for the contract shall be net 30 days. Invoices shall be sent to:

Spokane Transit Authority
Human Resources Department
Attn: Diana Broach, HR Specialist
1230 W. Boone Ave.
Spokane, Washington 99201.

18. **Examination of Documents and Conditions:** Each Proposer by submitting a proposal represents the following:
- A. The Proposer has examined, read, and understands the RFP Document and his/her proposal is made in accordance therewith.
 - B. The proposal is based upon the materials and requirements outlined in the scope of work in the RFP Document and on conditions affecting the work as determined by the Proposer's own examinations and includes a sum sufficient to cover the total cost of the Work.
19. **Proposer Questions, Inquiries and Contact with STA Staff:** STA is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of contract, all questions and inquiries shall be addressed to:

Ms. Laurie Hitchcock
Purchasing Department
1230 W. Boone Avenue
Spokane, WA 99201
Phone: (509) 226-1979
Fax: (509) 325-6033
E-mail: lhitchcock@spokanetransit.com

STA RESERVES THE RIGHT TO DISQUALIFY ANY PROPOSER WHO CONTACTS AN STA OFFICIAL, EMPLOYEE, OR AGENT CONCERNING THIS PROPOSAL OTHER THAN IN ACCORDANCE WITH THIS SECTION.

II. SCOPE OF SERVICES – EMPLOYEE ASSISTANCE PROGRAM

1. Project Description

STA is seeking the services of a qualified firm to provide an Employee Assistance Program (EAP) for approximately 524 employees and their dependents. The EAP, through a voluntary referral interview and assessment process, will identify employee and independent health and personal problems that are causing deteriorating job performance and adversely affecting the employee's personal life and the lives of others. Within this context, the EAP will provide counseling and, as might be indicated, refer an employee or dependent to an appropriate treatment program or support services for assistance in resolution of their health and/or personal problems.

The EAP will also provide Substance Abuse Professional (SAP) services in conjunction with state (Department of Licensing) and federal (Federal Transit Administration) regulations. DOT 49 CFR, Part 40, as amended, is available at: <http://transit-safety.volpe.dot.gov/safety/datesting/regulations/default.asp>

STA's current EAP provider is Cascade Centers, 7180 SW Fir Loop, Suite 1-A, Portland, OR 97223. The current cost is \$2.82 per employee family per month.

2. Agency Background

Spokane Transit (STA) is a municipal corporation formed in 1981 when Spokane voters approved the establishment of a public transportation benefit area (PTBA). The board is composed of nine elected officials appointed by jurisdictions within the PTBA. A tenth non-voting member represents labor organizations. The Chief Executive Officer oversees the day to day operations of STA's Fixed Route Bus service, Paratransit demand-response van service, and the Vanpool program.

STA operates 125 buses on 38 different routes within the PTBA, which is comprised of 143 square miles within Spokane County. Currently, about eleven million fixed-route bus rides are provided annually. The Paratransit demand-response fleet of 114 vans transports more than 500,000 passengers per year, and the Vanpool program operates with a fleet of 117 vans making nearly 167,000 commuter trips per year.

STA employs approximately 550 people working out of three STA-owned locations in Spokane. Most of these employees are vehicle operators and maintenance personnel. STA has the following divisions: Executive Administration, Operations (including Fixed Route, Paratransit, and Vanpool), Planning, and Finance and Administration.

Funding for STA's operations comes primarily from local retail sales tax, customer fares and Federal assistance from the federal Department of Transportation/Federal Transit Administration.

Additional information may be found at www.spokanetransit.com

3. Utilization History

	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>
Face to Face	5.5%	4.9%	5.5%	6.3%	3.9%
Overall Utilization	7.6%	8.0%	6.5%	8.2%	7.0%

During this time period, STA had four (4) mandatory referrals (FTA/DOT). (4 in 2010)

4. **Proposal Content & Format**

In submitting responses, Proposers are to be aware that STA strongly considers the completeness of the submittal to be the most important. Clear and effective presentations are preferred, with elaborate, decorative or extraneous materials strongly discouraged. The response shall be submitted in an 8 ½” x 11” format with foldouts from this basic size utilized, as necessary. The cover shall clearly contain the RFP title and the respondent’s name.

Environmental Response Submission Compliance: In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- * All copies should be printed double sided.
- * All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% materials other than trees, such as kenaf).
- * Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- * Proposers should submit materials in a format which allows for easy removal and recycling of paper materials.
- * Proposers are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- * Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

The contractor shall provide a proposal tabbed as indicated:

TAB A: INTRODUCTION

1. Letter of transmittal signed by an authorized official of the company.
2. History, background, experience and qualifications of the company. Please include a summarized description of how your firm would propose to provide the required EAP services. This should include an understanding of STA’s service requirements, the firm’s ongoing service commitment, responsiveness, etc..
3. Any other materials deemed pertinent to this proposal.

TAB B: PROGRAM REQUIREMENTS & DESCRIPTION

Discuss each of the following requirements/aspects of the EAP proposed.

1. Listing and details of facilities used for counseling and treatment.
2. Listing of services to be provided to STA as part of the EAP.
3. Coordination with STA insurance and disability coverage and with public resources.
4. Client confidentiality, in compliance with the Health Insurance Portability and Accountability Act (HIPPA), and recordkeeping system that will facilitate research, evaluation, and reporting. Client confidentiality will be respected except in those instances where precluded by law, precluded by medical or professional ethics, breached by a violation of program rules, or under a signed release from the employee.

5. Client referral guidelines both within the firm and when outside agencies or firms are utilized 24-hour, seven days per week telephone number and access to trained personnel on a timely basis.
6. Liability and malpractice coverage for EAP and staff.
7. Employee informational program, including samples of literature and materials to be used.
8. Supervisor, manager and union representative problem detection and referral training program.
9. Regular reporting system on program usage for STA management to evaluate program performance.
10. Experienced staff people, capable of dealing with drug and alcohol related problems, are deemed essential, but all aspects of physical, emotional, and mental health should be addressed.
11. Familiarity with state (Department of Social and Health Services) certified treatment facilities.
12. Training: The contractor shall provide the following:
 - a. Orientations: Four training sessions at times to be arranged at the convenience of STA
 - b. Supervisor Training: Two training sessions to be arranged at the convenience of STA.
 - c. Each year thereafter: One orientation training per year and one supervisor training per year, each at no additional cost.
13. Printed Materials: The contractor shall provide brochures and EAP provider contact information to STA upon award of contract. In addition, 600 brochures and 1500 wallet cards shall be provided to STA by January 1, 2013.

TAB C: REFERENCES

Provide a minimum of three (3) references of related municipal and transit EAP experience with agencies similar in size and scope of work to STA. Please include the firm name, address, contact person, phone number, **email address** and date of service.

TAB D: PERSONNEL & RESUMES

Provide a discussion of the qualifications and experience of key personnel assigned to this service, along with detailed resumes.

TAB E: ATTACHMENTS

- Attachment A – Pricing- Proposal Form
- Attachment C - Acknowledgement of Amendments (if applicable)
- Attachment D - DBE Certification (Voluntary)
- Attachment E - Certification regarding Debarment
- Attachment F – Certification regarding Lobbying

III. ATTACHMENTS

- A. Price Proposal Form
- B. Request for Exceptions, Approved Equals and Clarifications
- C. Acknowledgement of Amendments
- D. Bidders List - DBE
- E. Debarment Certification
- F. Lobbying Certification
- G. No Proposal Form

Spokane Transit Authority
 RFP# 12-STA-447 Employee Assistance Program

PRICE PROPOSAL FORM

We, the undersigned propose to provide STA with an **Employee Assistance Program** on an as-needed basis for the prices listed below for three (3) years effective December 1, 2012 in accordance with the Request for Proposal and Scope of Services. **Firm prices are listed for contract years one (1) through three (3).** Price adjustments for years four (4) and five (5) will be tied to the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average as described in Paragraph 6 of Section I., Instructions to Proposers.

FEE SCHEDULE

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>1 to 3 Sessions</u>			
Rate per month per employee family	\$ _____	\$ _____	\$ _____
<u>4 to 5 Sessions</u>			
Rate per month per employee family	\$ _____	\$ _____	\$ _____
<u>6 to 8 Sessions</u>			
Rate per month per employee family	\$ _____	\$ _____	\$ _____

This proposal is valid for 90 days from the proposal closing date.

COMPANY NAME OF PROPOSER _____

CITY OF SPOKANE BUSINESS LICENSE NO. _____

AUTHORIZED SIGNATURE AND TITLE _____

PRINTED NAME AND TITLE _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

DATE SIGNED _____

Spokane Transit Authority
RFP# 12-STA-447 Employee Assistance Program

REQUEST FOR EXCEPTIONS, CLARIFICATIONS, AND CHANGES

Project Title: _____ Contract No. _____

Company Name: _____ Date: _____

Document Reference (check one):

General Requirements _____

Page No. _____

Specifications _____

Section No: _____

Contract _____

Section Title: _____

PROPOSER'S REQUEST:

STA Response:

Approved _____

Denied _____

STA Comments:

STA Authorized Signature

Date of Response

Spokane Transit Authority
RFP# 12-STA-447 Employee Assistance Program

ACKNOWLEDGMENT OF AMENDMENTS

The following form shall be completed and included in the proposal submission.

Failure to acknowledge receipt of all amendments may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. 1	Dated	_____	Initials	_____
Amendment No. 2	Dated	_____	Initials	_____
Amendment No. 3	Dated	_____	Initials	_____
Amendment No. 4	Dated	_____	Initials	_____
Amendment No. 5	Dated	_____	Initials	_____

COMPANY NAME OF PROPOSER _____

AUTHORIZED SIGNATURE AND TITLE _____

PRINTED NAME AND TITLE _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

DATE SIGNED _____

ATTACHMENT D

Spokane Transit Authority
1230 West Boone Avenue
Spokane, WA 99201-2686
(509) 325-6000

Dear Bidder:

As required by 49 CFR Part 26.11, STA is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting subcontracts on Department of Transportation-assisted contracts.

To comply with this provision of the regulations, STA requests the following information required by the Federal Transit Administration. **This information is not used in determining award of contract or in evaluating your proposal in any way. Providing this information is voluntary.**

Company Name: _____

Company Address: _____

North American Industry Classification System (NAICS) Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

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

Yes No

How long has your firm been in business? _____

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

- | | |
|--|--|
| <input type="checkbox"/> less than \$500,000 | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000 | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> greater than \$5,500,000 |

Thank you very much! Please return this form to STA’s Purchasing Manager, 1230 West Boone Avenue, Spokane, WA 99201, or include it with your bid or proposal.

Spokane Transit Authority
RFP# 12-STA-447 Employee Assistance Program

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION IN A LOWER TIER COVERED TRANSACTION

The prospective lower tier participant (bidder/Respondent) in an FTA-financed procurement certifies, by submission of this bid/proposal, that neither it nor its “principals” [as defined at 49 CFR, Part 29.995] are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The prospective lower tier participant agrees by submitting this bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless authorized in writing by STA. The prospective lower tier participant further agrees by submitting this bid/proposal that it will include this certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal.

THE LOWER TIER PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. #6101 ET SEQ. ARE APPLICABLE THERETO.

COMPANY NAME OF PROPOSER_____

AUTHORIZED SIGNATURE AND TITLE_____

PRINTED NAME AND TITLE_____

ADDRESS_____

TELEPHONE NUMBER_____

FAX NUMBER_____

DATE SIGNED_____

Spokane Transit Authority
RFP# 12-STA-447 Employee Assistance Program

LOBBYING RESTRICTION CERTIFICATION

Pursuant to 49 CFR Part 20, Appendix A, the undersigned contractor certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form --LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413, dated 1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. #1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Note: Pursuant to 31 U.S.C. #1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.)

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. #3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Authorized Official _____

Date Signed _____

Spokane Transit Authority
RFP# 12-STA-447 Employee Assistance Program

NO PROPOSAL FORM

Dear Prospective Offeror:

If you determine not to submit a proposal in response to this solicitation, we would very much appreciate you completing and returning this form for our files.

Proposal # _____

Proposal Title _____

Proposer Company Name _____

Address _____

Telephone Number _____

Contact Person _____

Email Address _____

Reason for not submitting a Proposal in response to this solicitation:

Thank you for your assistance.

Spokane Transit Authority
1230 W. Boone Ave.
Spokane, WA 99201
Attention: Jacqueline Tjards
Purchasing Manager
(509) 325-6032

IV. EXHIBITS

- A. Exhibit A – STA Master Service Contract

1.1 CONTRACT

THIS AGREEMENT is made between the SPOKANE TRANSIT (STA), a public municipal corporation of the State of Washington, as "OWNER," and _____, whose address is _____ as "CONTRACTOR." In consideration of these mutual terms and conditions, the parties covenant and agree as follows:

A. Performance

1. **The Contractor agrees, with the execution of this contract, to provide Employee Assistance Program (EAP) services.**
2. **All performance must be completed in strict accord with the Contract Documents, as defined below.**

1.2 DEFINITIONS/INTERPRETATION

For the purposes of this contract and any additional instruments which may become a part of this contract, the terms "contractor", "supplier", "seller", and "vendor" shall be interchangeable. The terms "buyer", "purchaser", "owner", "grantee", "procuring agency", "STA" or "Spokane Transit" shall be interchangeable. The term "contracting officer" shall be defined as Spokane Transit's Chief Executive Officer or designee.

1.3 CONTRACT DOCUMENTS

This Agreement, the Request For Proposals, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with STA's documents) constitute the Contract Documents and are complementary. Specific federal and state laws, and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 1230 W. Boone Avenue, Spokane, Washington, 99201, and are incorporated into this Agreement.

1.4 MODIFICATIONS

STA may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. The Contractor shall accept such modifications when ordered in writing by the Contracting Officer. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price, delivery schedule, or other terms, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change.

Notwithstanding, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this contract, if the facts justify such action. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

1.5 FEDERAL REQUIREMENTS AND CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (18) dated October 1, 2011; available at <http://www.fta.dot.gov/documents/18-Master.pdf>) between STA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

1.6 TERMINATION

A. Termination for Convenience. STA may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, in accordance with the terms of this Agreement, up to the time of termination. The Contractor shall promptly submit its termination claim to the STA Purchasing Manager for final payment to the Contractor. If the Contractor has any property in its possession belonging to STA, the Contractor will account for the same, and return it to STA or dispose of it in the manner STA directs.

B. Termination for Default, Breach or Cause. If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, STA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract subject to setoff for damages caused to STA. If it is later determined by STA that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, STA, after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure. STA in its sole discretion may, in the case of termination for breach or default, allow the Contractor an appropriate period of time, as determined by STA, in which to cure the defect of goods or service. In such case, the notice of termination will state the nature of the breach or default, the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to STA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the stated period of time for remedy, STA shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude STA from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach. In the event that STA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by STA shall not limit STA's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

1.7 TIME OF PERFORMANCE

The Contractor shall commence work under this contract effective December 1, 2012 and shall continue in good faith and effort until November 30, 2017, unless sooner terminated.

1.8 DELIVERY EXTENSION AND DELAYS

STA reserves the right, in its sole discretion, to extend the time for performance of the services contemplated by this Agreement. No delay shall be granted in connection with the acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents.

1.9 RESOLUTION OF DISPUTES OR BREACHES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the contracting officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

1.10 STATUS, INDEMNIFICATION AND HOLD HARMLESS

In performing work and services hereunder, the Contractor, its employees, agents, and representatives, shall be acting as independent contractors, and shall not be deemed or construed to be employees or agents of STA in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of STA by reason hereof, and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of STA. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor's employees, agents, and representatives, and shall save and hold STA harmless therefrom.

To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless STA and all of STA's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing work and services under this Agreement. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Contractor shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Contractor, and all judgments that may be obtained against STA, or any of its officers, agents, or employees in such suits. Further, the Contractor waives immunity under the Industrial Insurance Act and assumes all liability for actions brought by him or his employees against STA for injuries in the performance of this Agreement. The Contractor represents this provision has been negotiated with STA.

To the maximum extent permitted by law, STA shall indemnify and hold harmless the Contractor and all of Contractor's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of STA, or STA's employees, agents, and representatives while engaged in the business of public transportation and with respect to its duties and obligations under this Agreement. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, STA shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by Contractor, any penalties imposed on Contractor or STA, and all judgments that may be obtained against Contractor, or any of its officers, agents, or employees in such suits. STA represents this provision has been negotiated with Contractor.

1.11 COMPENSATION

STA will pay in accordance with _____ including delivery charges and sales tax, if applicable as full compensation for all work performed under this Contract, subject to allowable additions and deductions as provided. Payment will be made in accordance with the provision for payment.

1.12 PAYMENT

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the price(s) stipulated herein for services rendered and accepted, less deductions, if any, as herein provided. The Contractor will send their application for payment to: **Diana Broach, HR Specialist, Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, Washington, 99201.**

Payment will be made within thirty (30) calendar days after approval of the Contractor's application, unless other terms are agreed upon as a part of this Agreement. Interest on payments made after thirty (30) calendar days shall be at a rate of one percent per month.

A. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, STA shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

B. Payment Does Not Imply Acceptance of Work

The granting of any progress payment or payments by STA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace work or material which does not conform to the contract documents, though the character of such work or material may not have been apparent or detected at the time such payment was made.

Materials, components, or workmanship which do not conform to the instructions or their contract requirements and specifications, or are not equal to the samples submitted to and approved by STA, will be rejected and shall be replaced by the Contractor without delay.

C. Prompt Payment of Subcontractors

“The contractor is required to make payment to subcontractors within thirty days from the receipt of each payment the prime contractor receives from STA for satisfactorily completed subcontractor work from STA, whether such payment is a progress or final payment. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor’s work is satisfactorily completed. If payment disputes arise between the prime contractor and subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subcontractors. The prime contractor shall specify in its subcontract agreement what dispute resolution method will be used. In addition, prime contractors will not be paid for subcontractors’ work unless the prime contractor can show that a prompt payment method for subcontractors is in place. Prime contractors shall be required to provide copies of the subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subcontractor for non-compliance with this section.”

1.13 INSURANCE AND/OR BOND

- A. The Vendor shall purchase from and maintain in a company or companies lawfully authorized and admitted to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to STA, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on its own operations and vehicles on Work the Vendor may subcontract or sublet to others, in no less than the amounts specified below. This insurance will name STA, the Vendor, its consultants and employees, and any required governmental agencies as additional insureds for Work performed under this Contract; the Vendor's policy shall be designated primary coverage for both defense and indemnity, and any STA policies or self insurance funds shall be excess.
- (1) Commercial General Liability, Bodily Injury and Property Damage Liability, including Premise and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual, Combined Single Limit of at least **\$1,000,000.00** per occurrence, with a per project aggregate limit of at least **\$2,000,000.00**.
 - (2) Comprehensive Automobile Liability, Bodily Injury and Property Damage Combined Single Limit of at least **\$1,000,000.00**.
 - (3) In addition, the Vendor shall maintain a true umbrella policy which provides excess limits over the primary layer, in an amount not less than **\$2,000,000.00**.
 - (4) If services covered under this contract include any professional services, i.e. consultants, computer technical services, etc., professional liability (errors and omissions) coverage of at least **\$1,000,000.00** shall be maintained.
- B. The insurance required by Subparagraph 1.13 A (1) shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three years after Final Acceptance.
- C. In addition, the Vendor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Stop Gap Liability Insurance (Employer's' Contingent Liability Insurance) with coverage of at least **\$500,000.00** each occurrence/each accident.
- D. Before commencing Work or exposure to loss can occur, and, in any event, as a condition of STA executing the contract, the Vendor shall furnish STA with a copy of the applicable certificate of insurance required by the Contract Documents. If the Agreement is executed, no Progress Payment will be due until all such Certificates are furnished. All certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e., the coverages reduced, the limits decreased, or the additional insureds removed), allowed to expire, or canceled without first giving at least thirty (30) days' prior written notice to STA. The Vendor shall furnish to STA copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that the indemnification provisions of Paragraph 1.10 are acknowledged.

- E. STA's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Vendor. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Vendor may, at its expense, purchase larger coverage amounts.
- F. The Vendor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of any tier.
- G. If STA is damaged by the failure of the Vendor to maintain any of the above insurance or to so notify STA, then the Vendor shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

1.14 LIQUIDATED DAMAGES

The Contractor agrees to pay to STA liquidated damages in the amount of \$_____ for each day the Contractor fails to provide services or respond to an STA request for services hereinafter provided. These liquidated damages are for the purpose of any delay or impact caused to STA by virtue of the Contractor's acts or omissions. STA and the Contractor agree that such damage cannot be reasonably determined at this time. Such damages are very difficult to accurately estimate because of numerous factors, including, but not limited to inconvenience to STA. Further, the parties agree this is a reasonable forecast of all factors now known and available for consideration relating to the delay caused by failure to perform.

The Contractor authorizes STA, any time after liquidated damages accrue and from time to time thereafter to the fullest extent permitted by law, to set off and apply any and all sums due and owing to the Contractor at any time held by STA and/or accrued under this Agreement, irrespective of whether or not STA has made any demand under this Agreement. STA agrees to advise the Contractor of any set off and application made by such Owner, provided that the failure to give such notification shall not affect the validity of such set off and application. The rights of STA under this paragraph are in addition to other rights and remedies which STA may have.

1.15 TAXES

If applicable, sales tax on this contract as determined by the Washington State Department of Revenue will be added to the amounts due and the Contractor will be responsible for making payment of the tax to the State of Washington. All other taxes are the sole responsibility of the Contractor.

1.16 TITLE VI CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. #2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. #6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. #12132, and Federal transit law at 49 U.S.C. #5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:
- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. #2000e, and Federal transit laws at 49 U.S.C. #5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. #623 and Federal transit law at 49 U.S.C. #5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
 - (3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. #12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.17 LABOR PROVISIONS - NONCONSTRUCTION CONTRACTS

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which they are employed on such work to work in excess of forty hours per week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. Liability for Unpaid Wages and Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and applicable liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 each for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

- C. Withholding for Unpaid Wages and Liquidated Damages. The U.S. Department of Transportation (DOT) or STA shall, upon its own action or upon written request of an authorized representative of the DOT, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under this contract or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- D. Nonconstruction Grants. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontract the clauses set forth in subparagraphs A through E of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this section.

1.18 RESERVED

1.19 RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.20 ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

1.21 CLEAN AIR AND WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use of nonexempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor agrees to report each violation to STA and understands and agrees that STA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.22 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Policy: It is the policy of the Department of Transportation and STA that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have equal access to participation in the performance of contracts financed in whole or part with Federal funds under this Agreement.
- B. DBE Obligations: The Contractor and its subcontractors agree to make good faith efforts to ensure that disadvantaged businesses have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds provided under this contract. In this regard, the Contractor shall make a good faith effort to ensure that disadvantaged businesses have an equal opportunity to compete for and perform contracts.
- C. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements and the requirements of this section (paragraph 1.21) is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- D. DBE Liaison: STA has designated a DBE Liaison to assist disadvantaged business enterprises and has the authority to administer STA's DBE program. Inquiries and requests concerning STA's DBE program and information for certification shall be directed to:

DBE Liaison
Spokane Transit
1230 W. Boone
Avenue, Spokane, WA, 99201, (509) 325-6032

- E. DBE Delegation and Assignment: If a DBE subcontractor is unable to perform the work contracted for, the prime contractor must either replace the subcontractor with another DBE or show STA that good faith efforts to do so have been made. Failure by the prime contractor to comply may result in monetary penalties and partial or total termination for default with resolicitation costs to the prime contractor or its bond.
- F. Contractor Reporting Requirements: STA shall use the Prime contractor's commitment to DBE subcontractor participation submitted with its bids as the prime contractor's goal for the contract. However, the prime contractor shall not be credited with DBE participation until actual payment has been made to the DBE subcontractors involved. Therefore, contractors shall be required to submit with each payment request the amounts earned by DBE subcontractors and to be paid to DBE subcontractors upon STA's progress payment. In addition, prime contractors shall be required to submit verification of receipt of previous payments by DBE subcontractors. Upon receipt of payment verification, prime contractors shall receive credit against their goal. STA will require prime contractors to maintain records and documents of payments to DBE's for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of STA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

STA will keep a record of payments to DBE firms for work committed to them at the time of contract award. STA may also perform audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

The Contractor agrees to use his/her best efforts to carry out a policy in the award of subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize disadvantaged business enterprises consistent with the efficient performance of the contract.

1.23 DELEGATION AND ASSIGNMENT

Neither party to this Contract may delegate the performance of any obligation to a third party unless mutually agreed in writing.

1.24 REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C. Section 874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

1.25 ACCESS TO RECORDS

The Contractor agrees to provide STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined in 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Contractor's employees during work hours on the job.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.26 COMMUNICATIONS

In cases where communication is required between the Contractor and STA, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from the Contractor shall be forwarded directly to:

**Diana Broach
HR Specialist
Spokane Transit
1230 W. Boone Avenue
Spokane, WA 99201**

1.27 CONFLICT OF INTEREST

No employee, officer, or agent of STA shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer, or agent;
- B. any member of his immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ an employee, officer, or agent of STA;

has a financial or other interest in the firm selected for award.

1.28 MERGER

This Agreement represents the entire Agreement among the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, shall not be affected by reference to any other documents. Neither this Agreement nor any provision hereof may be amended, modified, changed, waived, discharged or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom enforcement of the amendment, modification, change, waiver, discharge or termination is sought.

1.29 JURISDICTION LAWS - VENUE

This Agreement shall be governed by the laws of the State of Washington and any action related to this agreement shall be brought in Spokane County, Washington. The parties agree that the prevailing party in any lawsuit or litigation shall be entitled to recover all costs and expenses, expended or incurred in connection therewith, including attorneys' fees.

1.30 RIGHTS IN DATA AND COPYRIGHTS/PATENTS

The Contractor, without exception, shall indemnify and save harmless STA and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by STA.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.31 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

STA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to STA, the Contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.32 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. #3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this procurement. Upon execution of this contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. #5307, the Government reserves the right to impose the penalties of 18 U.S.C. #1001 and 49 U.S.C. #5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.33 FEDERAL PRIVACY ACT REQUIREMENTS

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. #552(a). The Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.34 SEVERABILITY

If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

1.35 INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. All the contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any STA requests which would cause STA to be in violation of the FTA terms and conditions.

1.36 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Spokane Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.37 FINAL ACCEPTANCE

Final payment by STA shall constitute notification to the Contractor of the commencement of the warranty period.

1.38 BUY AMERICA REQUIREMENTS

If applicable, the Offeror and (if selected) Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

1.39 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

1.40 INTERPRETATION

As a further condition of this contract, STA and the Contractor acknowledge that this contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

1.41 EMPLOYEE SOLICITATION

Vendor, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Vendor's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Vendor if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership, (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Vendor or any of Vendor's affiliates, subsidiaries or connected business. This subparagraph shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Vendor recognizes and acknowledges that STA's employees may receive training and other benefits from the contractual relationship with STA because of STA's assignment of employees to work in connection with Vendor's contract. Vendor agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

1.42 CONTRACT EXECUTION

SIGNED by Spokane Transit on _____, 20____.
(date)

By: _____
E. Susan Meyer
Chief Executive Officer

SIGNED by the Contractor on _____, 20____.
(date)

COMPANY NAME: _____

By: _____

Title: _____

Disadvantaged Business Enterprise
Review and Approval:

ATTEST:

Jacqueline Tjards
DBE Liaison Officer

Janet Watson
Clerk of the Authority

SPOKANE TRANSIT AUTHORITY
ADDENDUM TO REQUEST FOR QUALIFICATIONS
#12-STA-447
TO PROVIDE AN EMPLOYEE ASSISTANCE PROGRAM

AMENDMENT No. 1

A. Make the following changes to the RFP document, Section II, Part 4, Tab B, Item 2:
Change to read:

2. Listing of services to be provided to STA as part of the EAP.

a. Diagnosis and Treatment Planning for up to 8 visits per unrelated incident per family unit per year.

B. See the attached Amended Price Proposal Form.

C. The following are responses to questions submitted by prospective proposers.

1. Why is STA going out to bid at this time?

Response: Our current contract expires November 30. According to STA policy, we re-solicit services every five years.

2. There are two different employee numbers, 524 and 550; which should be used?

Response: Please use 535 employees

3. What session model, e.g., 1-3 sessions, 4-5 sessions or 6-8 session is being currently provider?

Response: Please note revised language and pricing form.

4. Does the EAP include worklife, e.g., eldercare, childcare, daily living, legal, financial, etc. If so, is it currently included in the \$2.82 PEMP?

Response: Yes.

5. Is STA satisfied with the utilization of the current program?

Response: Yes, utilization is approximately 7%, but would like to increase the use of wellness training, education and resource services.

6. How many employees fall under DOT regulations?

Response: Approximately 85%

7. Are SAP services include in the current \$2.82 PEMP? If not, what is the current provider charging for SAP services?

Response: Included.

8. How many hours of on-site Critical Incident Stress Management sessions, if any, were conducted over each of the last five contract years?

Response: Six hours (4 hrs training, 2 hrs counseling)

9. Are CISD services included in the current \$2.82 PEPM? If not, what is the current provider charging for CISD services?

Response: \$225 per hour.

10. Other than the training identified in the RFP's scope of service (page 10), are any other trainings being provided, e.g. brown bag trainings?

Response: No. Additional on line services include Personal Wellness Coaching, Home Ownership Program, and monthly Health Newsletter at no extra cost.

11. With STA's commitment to promote greater use of recycled and environmentally preferable products; would it be permissible to submit our proposal electronically?, if so to what email address?

Response: At this time we do not allow electronic submissions on formally bid projects.

12. How many face-to-face clinical sessions were provided in 2011?

Response: Twenty-nine (29).

All Proposers shall acknowledge receipt and understanding of this addenda by completing the information required in Attachment C, Acknowledgment of Amendments, and returning the signed page with the proposal on or before the proposal due date.

Jacqueline M. Tjards

Purchasing Manager

Attachment: Amended Price Proposal Form.

Spokane Transit Authority
RFP# 12-STA-447 Employee Assistance Program

PRICE PROPOSAL FORM

We, the undersigned propose to provide STA with an **Employee Assistance Program** on an as-needed basis for the prices listed below for three (3) years effective December 1, 2012 in accordance with the Request for Proposal and Scope of Services. **Firm prices are listed for contract years one (1) through three (3).** Price adjustments for years four (4) and five (5) will be tied to the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average as described in Paragraph 6 of Section I., Instructions to Proposers.

FEE SCHEDULE

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>1 to 8 Sessions</u>			
Rate per month per unrelated incident per employee family unit	\$ _____	\$ _____	\$ _____

This proposal is valid for 90 days from the proposal closing date.

COMPANY NAME OF PROPOSER _____

CITY OF SPOKANE BUSINESS LICENSE NO. _____

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

DATE SIGNED _____