



**City of Seattle  
Human Services Department**

**2017  
Community Shuttles  
Request for Qualification**

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## **GUIDELINES**

### **I. Introduction**

The Aging and Disability Services Division of the City of Seattle Human Services Department (HSD) is seeking applications from agencies interested in providing community-based demand-response transportation service for seniors and people with disabilities in Seattle and South King County. This Request for Qualification is open to any entities that meet the minimum eligibility requirements outlined in Section VII of the Guidelines. The purpose of the Community Shuttles is to provide a community-based transportation service in King County and offer an affordable and accessible mobility option for seniors and people with disabilities. Community Shuttles provide a vital link to medical, social, and community services for people who experience barriers to greater social participation. They play a critical role in closing transportation gaps in King County. Six Shuttles funded through this process will serve the City of Seattle, with a seventh shuttle serving Seattle and/or Tukwila.

\$1.1 million is available through this Request for Qualification from the following sources:

<b>Fund Sources</b>	<b>Request for Qualification Amount</b>
<i>Federal Transit Administration Section 5310, Enhanced Mobility of Seniors and People with Disabilities Program</i>	\$491,039
<i>King County Metro</i>	\$608,961

HSD intends to fund a single applicant for this service. This amount is anticipated to be sufficient to fund seven shuttles for two years. Applications requesting funding above this amount will not be considered. An initial award will be made for the period of July 1, 2017 through June 30, 2019. Future funding will be contingent upon performance and funding availability.

For the City of Seattle Human Services Department's investments in Aging and Disability Services, HSD seeks to achieve the desired result: all older adults experience stable health and are able to age in place. Indicators of this outcome include the percentage of older adults getting the social and emotional support needed and the percentage of people with unmet health needs due to cost.

All materials and updates to the Request for Qualification are available on [HSD's Information for Grantees web page](#). HSD will not provide individual notice of changes, and applicants are responsible for regularly checking the web page for any updates, clarifications or amendments.

HSD will have no responsibility or obligation to pay any costs incurred by any applicant in preparing a response to this Request for Qualification or in complying with any subsequent request by HSD for information or participation throughout the evaluation and selection process.

If you have any questions about the Community Shuttles RFQ please contact:

Jon Morrison Winters via email at [jon.winters@seattle.gov](mailto:jon.winters@seattle.gov) or (206) 684-0654  
 Andrea Yip via email at [andrea.yip@seattle.gov](mailto:andrea.yip@seattle.gov) or (206) 386-0035

## II. Timeline

Funding Opportunity Released	Thursday, February 23, 2017
*Information Session	Thursday, March 9, 2017 1:00 PM – 2:30 PM Federal Way Public Library, Meeting Room 1 34200 1 <sup>st</sup> Way S Federal Way, WA 98003
Last Day to Submit Questions	Thursday, March 16 by 5:00 p.m.
Application Deadline	Friday, March 31 by 12:00 p.m.
Planned Award Notification	Monday, May 15
Contract Start Date	Saturday, July 1

\*Please contact Request for Qualification Coordinator for accommodation requests: Jon Morrison Winters at [jon.winters@seattle.gov](mailto:jon.winters@seattle.gov) or (206) 684-0654.

HSD reserves the right to change any dates in the Request for Qualification timeline.

## III. HSD Guiding Principles

In addition to the investment outcomes stated in this Request for Qualification, investments will reflect the Seattle Human Services Department’s vision, mission and values and support the department’s theory of change.

### Vision

The vision of the Seattle Human Services Department is that all basic needs in our communities are met through innovative and collaborative approaches. Greater Seattle is a place where the richness of our diversity is valued, all of our communities thrive, and people grow up and grow old with opportunity and dignity.

### Mission

The mission of the Seattle Human Services Department is to connect people with resources and solutions during times of need so we can all live, learn, work and take part in strong, healthy communities.

### Values

We accomplish our mission by adhering to core values and funding programs whose work supports them:

- **Results and Racial Equity** – our resources are devoted to addressing and eliminating racial, social, economic, and health disparities in our community.
- **Stewardship** – we fund and administer programs that are accountable, cost-effective, and research-based, ensuring people receive high-quality services.
- **Innovation** – we foster an environment where creativity and new approaches are valued, tested, refined, and implemented.
- **Collaboration** – we share the collective wisdom of our colleagues and community to develop and implement programs.

## IV. HSD's Outcomes Framework & Theory of Change

HSD has developed a strategy for results-based accountability and addressing disparities to ensure that the most critical human service needs are met by:

- **DEFINING** the desired results for the department's investments;
- **ALIGNING** the department's resources to the desired results; and
- **EVALUATING** the result progress to ensure return on investment.

The results-based accountability "Outcomes Framework" helps HSD move from ideas to action to ensure that our work and investments are making a real difference in the lives of vulnerable people. HSD's **Theory of Change** ensures that data informs our investments – particularly around addressing disparities – and shows the logical link between the desired results, indicators of success, racial equity goals based on disparity data, strategies for achieving the desired results, and performance measures.



All investments resulting from this funding opportunity will demonstrate alignment with HSD's theory of change towards achieving the specific desired result of: All older adults experience stable health and are able to age in place.

### Community Shuttles RFQ Theory of Change

The theory of change describes the expectations for how the desired results and equity goals will be achieved through a set of specific activities (strategy) which are measured by quantity, quality, and impact performance measures.

<b>Desired Result</b>	<b>Indicator</b>	<b>Racial Disparity Data</b>	<b>Racial Equity Goal</b>	<b>Strategy</b>	<b>Performance Measure</b>
<i>Condition of wellbeing for entire population</i>	<i>Achievement benchmark – how we know the “result” was achieved</i>	<i>Data depicting socioeconomic disparities and disproportionality between ethnic/racial populations</i>	<i>Stretch goal for reducing and/or impacting the racial equity disparity</i>	<i>Activities or interventions that align to the results and indicators, and are informed by best or promising practices, cultural competency and community engagement – what HSD is purchasing</i>	<i>What gets counted, demonstration of how well a program, agency or service is doing (quantity, quality, impact)</i>
All older adults experience stable health and are able to age in place.	<p>% of older adults getting social and emotional support needed</p> <p>% of people with unmet health need due to cost</p>	<p>In King County, 19% of Black/African Americans 60 years or older and 17% of Hispanic/Latinos 60 years or older live below the Federal Poverty Level compared to 7% of whites. <i>Source: U.S. Census Bureau, American Community Survey, Public Use Micro Sample, 2010-2014</i></p> <p>84% of whites 60 years or older report receiving the social and emotional support they need compared to 71% of Black/African Americans 60 years or older. <i>Source: Washington State Behavioral Risk Factor Surveillance System, 2005-2010 and 2012</i></p>	Black/African Americans and Hispanic/Latinos 60 years or older report personal mobility, access to social and emotional support, and affordable access to health services at levels equal to whites.	<ul style="list-style-type: none"> <li>Free, demand-response transportation service for seniors and people with disabilities that improves or maintains access to social and health services and community amenities.</li> <li>Purchased service will maintain fidelity to existing “Hyde Shuttle” model of service that fills transportation gaps in King County for people with disabilities and older adults 55 and over. Communities to be served include Seattle and South King County.</li> </ul>	<p><u>QUANTITY:</u> Ridership. # of trips and Unduplicated riders.</p> <p><u>QUALITY:</u> Rider satisfaction (per rider survey).</p> <p><u>IMPACT:</u> Percentage of riders reporting service provides them the ability to meet medical, employment, and/or social needs (per rider survey).</p>

		<p>22% of Black/African American adults and 29% of Hispanic/Latinos report having an unmet health care need due to cost compared to 13% of whites.  <i>Source: Behavioral Risk Factor Surveillance System, 2010-2014.</i></p> <p>19.4% of Black/African American residents of King County commute via public transit, compared to 10.7% of non-Hispanic Whites.  <i>Source: US Census American Community Survey 2011-2015.</i></p> <p>Black/African American households spend 18.3% of their total expenditures on transportation and Hispanic/Latino households spend 19.1% on transportation, compared with to 17% for white/non-Hispanic households.  <i>Source: Consumer Expenditure Survey July 2014 – June 2015.</i></p>		<ul style="list-style-type: none"> <li>Using survey instrument provided, survey data collected by provider will indicate racial/ethnic makeup of ridership. Survey data will be provided to HSD.</li> </ul>	
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## V. HSD's Commitment to Funding Culturally Responsive Services

In conjunction with the Seattle Race and Social Justice Initiative (RSJI), which is a citywide effort to end institutionalized racism and race-based inequities in Seattle, HSD has developed investment principles that reflect our commitment to funding culturally responsive services to create positive outcomes for service recipients. Agencies applying for investment will demonstrate the capacity to institute these principles through routine delivery of participant-centered and strength-based services that are culturally:

**COMPETENT**, as demonstrated by “the ability to honor, understand, and respect beliefs, lifestyles, attitudes, and behaviors demonstrated by diverse groups of people, and to diligently act on that understanding”.<sup>1</sup> It is “the ability to function effectively in the midst of cultural differences. It includes knowledge of cultural differences, awareness of one’s own cultural values, and ability to consistently function with members of other cultural groups”.<sup>2</sup>

**RESPONSIVE** to the cultural and linguistic needs of diverse populations. Agencies have the capacity to effectively serve and engage persons of diverse backgrounds. Agencies commit to practicing cultural responsiveness throughout all levels of the program, including policy, governance, staffing, and service model and delivery. Agencies make every effort to recruit and retain a work force (paid and voluntary), and policy-setting and decision-making bodies, that are reflective of the focus populations identified in the theory of change.

**RELEVANT** in addressing the cultural needs of diverse populations whose models of engagement or cultural standards differ from mainstream practices. Agencies are staffed with people who have the cultural competency to create authentic and effective relationships and provide culturally responsive services for members of specific cultural groups and/or communities of color. Commitment and experience of the agency reflects effective, mutually beneficial relationships with other organizations (such as grassroots or community-based organizations, churches, community networks, etc.) that are reflective of the populations being served.

**ACCESSIBLE** through language, location, and delivery style. Agencies have the capacity to overcome mainstream barriers and/or provide effective alternative strategies that enable residents to easily access mainstream and nontraditional programs and services.

## VI. Investment Area Background & Program Requirements

In order to achieve our vision of Healthy Communities, Healthy Families, the Seattle Human Services Department works closely with our major community partners, including other public and nonprofit funders and service providers, to understand current and emerging human service needs, and to create and invest in a comprehensive and integrated regional human services system that improves the health, safety and education of our residents.

The Aging and Disability Services (ADS) division of HSD promotes quality of life, independence and choice for older people and adults with disabilities. As the state-designated local Area Agency on Aging for King County, the division is co-sponsored by the City of Seattle, King County, and United Way of King County. HSD’s investment in Community Shuttles is part of a larger proactive, seamless service system investment that helps meet the basic needs of our community’s most vulnerable residents and that helps people become and remain independent.

<sup>1</sup> Coyne, C. (2001) “Cultural Competency: Reaching Out to All Populations”. PT Magazine, pgs. 44-50.

<sup>2</sup> York, S. (2003) Roots and Wings: Affirming Culture in Early Childhood Programs. St. Paul, MN: Redleaf Press, pg. 161.

## **A. Overview of Investment Area**

Personal mobility is required for older adults and people with disabilities to gain access to social and emotional support, health and social services, and community amenities. Despite a robust infrastructure of public transportation options in King County, significant transportation challenges remain for many, particularly in areas with lower levels of transit service, such as Tukwila. Even in areas with higher levels of service, such as Seattle, cost barriers and other access barriers remain for many.

Community engagement data from the 2016-2019 Area Plan on Aging for Seattle-King County identifies transportation as one of the top service needs of older adults and adults with disabilities in King County. Community Shuttles are designed to address the needs of transit dependent seniors and people with disabilities in Seattle and South King County by providing an affordable, dignified means for the clients we serve to improve or maintain their personal mobility. They provide a lifeline service for transit dependent older adults and people with disabilities who cannot or do not drive and who have limited or no other mobility options.

## **B. Service/Program Model**

Community Shuttles provide a collaborative, community-based demand-response public transportation service in King County and offer affordable and accessible transportation for seniors and people with disabilities. They provide a vital link to community services for people who might otherwise remain home-bound and isolated, and play a critical role in closing transportation gaps throughout the County. Community Shuttles serve customers who need a higher level of assistance than ADA Paratransit agencies can provide, do not qualify for ADA services or are unable to use ADA Paratransit service due to strict trip-by-trip eligibility requirements. Community Shuttles also meet the transportation needs of seniors and people with disabilities who have a difficult time using public transportation due to language, cultural, or income barriers, improving access to social and health services and community amenities.

Community Shuttles funded through this RFQ will maintain fidelity to the service model of the current “Hyde Shuttles,” including those required service components listed in Section E below.

## **C. Criteria for Eligible Clients**

Eligible clients include individuals 55 years of age or older and individuals with a disability. Eligibility criteria are self-identified and self-certified by the client. No written application is required of the client (current client records will be transferred from King County Metro database).

## **D. Priority Communities and Focus Populations**

Priority communities are identified as a group (or groups) comprising a specific demographic (seniors, youth, families, etc.) or having a specific issue in common (homelessness, mental health, violence involved, etc.).

Priority communities for this investment opportunity include:

- Older adults (55 and over)
- People with disabilities

Focus populations are identified as specific racial or ethnic groups within the priority community and with data showing the highest disparities in the investment area. Priority communities and focus populations for this funding are based on HSD’s outcomes framework, a results-based accountability method, and ensures that the department’s investments are dedicated to addressing disparities in the population.

Given the data provided, focus population(s) for this investment opportunity are:

- Black/African Americans
- Hispanic/Latinos

Applicants should demonstrate an intention and plan to address the disparities associated with the focus populations of older adults and people with disabilities listed in the Theory of Change grid in Section IV. Proposals that clearly describe a plan to address significant needs among other populations are also encouraged.

## **E. Required Service Components**

### **1. Vehicle requirements**

The service requires use of seven ADA accessible vehicles meeting the following specifications:

- a. Capacity to safely load, carry and secure two (2) wheelchairs. The vehicle can be either lift or ramp equipped to accommodate wheelchairs.
- b. Capacity to seat at least 6 passengers when carrying two wheelchairs
- c. The vehicle shall not exceed 25 feet in overall length.
- d. Vehicles will meet all industry standards for safety, reliability, and accessibility.

In order to meet this requirement, a fleet of at least 7 lift-equipped cutaway vans will be provided under a contract agreement between the provider agency and King County Metro (this agreement will also provide for the reimbursement of fuel costs and the provision of technology, which may include use of Trapeze Scheduling Software and cell phones). King County Metro will assist the Community Shuttles provider in the development and implementation of a vehicle safety and maintenance plan that is in compliance with federal, state, and local requirements and will conduct periodic inspection and monitoring of vehicles. King County Metro will retain ownership of vehicles and will provide routine maintenance and service repairs. The provider agency shall maintain the vehicles in the same condition as they were when the provider received them, less reasonable wear and tear. Body damage to the vehicles must be repaired within 30 days of an incident unless authorized by King County Metro. King County Metro vehicles must be dedicated for use solely for this service. In addition, the provider will have access to vehicle loaners when the primary vehicles are out of service or being repaired.

### **2. Minimum Service Standards**

Service provided by this investment will be expected to maintain existing service levels of current “Hyde Shuttle” service. 6 of the 7 Shuttles will serve Seattle, with the 7<sup>th</sup> Shuttle serving Seattle and/or Tukwila (see Section F below for measures of performance). This project will provide Seattle service in service areas that may include Northeast Seattle Hyde Shuttle, Northwest Seattle Hyde Shuttle, West Seattle Hyde Shuttle, or Southeast Seattle Hyde Shuttle service areas (see service area map at <http://www.vets-go.com/sites/default/files/King%20County%20Accessible%20Travel%20Map%20Online%20Version%20Final.pdf>). Service is available from origins and to destinations within the same neighborhood service area boundary. Trips typically do not cross service area boundaries. Service must be available, at minimum, Monday through Friday, 9:00 a.m. to 4:00 p.m.

The provider agency shall provide service in a manner that shall maximize productivity, customer service and safety. The service shall maintain on-time performance while accommodating the greatest number of passengers over the shortest feasible route while observing safety regulations.

### 3. Reservations/Dispatching/Call Center Operation

The provider agency must provide a reservation line allowing riders to call and reserve trips in advance. The provider may require riders to book trips 24 hours in advance, or may propose a shorter advance notice requirement. Same-day trip reservations should be accommodated when possible. At a minimum the Call Center will be open and available to make trip reservations Monday-Friday, from 9:00 a.m. to 4:00 p.m. An online reservation option is desired but not mandatory. The provider will coordinate the provision of service in a manner that shall optimize the number of clients for each trip.

In order to facilitate efficient scheduling and dispatching, Trapeze scheduling software and cell phones may be provided at no charge by King County Metro upon request by the service provider. Cell phones may be used by drivers or other staff approved by King County Metro. Cell phones have limited use to serve as radio-phones or for calling 911. The provider may use their own scheduling software or cell phones that they may list as an expense in their proposal.

### 4. Staff/Driver Training

The provider will ensure that all personnel including drivers are properly trained for performing their responsibilities associated with this service.

The Contractor shall train drivers in the following areas:

- a. Safe operation of the Vehicle and its equipment including wheelchair lift/ramp and safety restraint system.
- b. Passenger assistance and sensitivity.
- c. Defensive driving skills.
- d. CPR.

The Contractor may use existing driver training resources such as the National Safety Council/Evergreen Safety Council's Defensive Driving Course or the training resources offered by the City to meet the four training requirements listed in this Section.

Upon request, the Contractor shall submit to the City information on all drivers and driver training upon request including, but not limited to:

- a. Personal information such as name, date of birth, driver's license number and date of issue.
- b. Criminal History and Washington State Department of Licensing Record Check results.
- c. Training information such as the dates of all required and other training.
- d. Other safety and driver-related information as requested by the City.

5. Service must be accessible to refugees, immigrants, and people with limited English proficiency through use of bilingual assistance or language line or similar service. A plan to address the accessibility needs of these populations is required as part of the application packet.
6. A sample of clients must be surveyed at least annually to elicit feedback, comments and suggestions for service improvement, planning and implementation. Customer comment cards must be made available in vehicles.
7. Service must be free to riders. Donations may be accepted.

Service start date is anticipated as July 1, 2017. Should additional time be required to start service, an alternative start date no later than September 1, 2017 may be approved.

**F. Expected Investment Outcomes and Indicators**

The desired result of HSD’s investment in Community Shuttles and other services is: all older adults experience stable health and are able to age in place. HSD anticipates Community Shuttles will effectively serve the focus populations and move the community toward this desired result, as shown by the following performance measures:

**Measure of Service QUANTITY: Ridership. # of trips and Unduplicated riders.**

**Measure of Service QUALITY: Overall Rider satisfaction (per rider survey).**

**Measure of Service IMPACT: Percentage of riders reporting service provides them the ability to meet medical, employment, and/or social needs (per rider survey).**

Tracking these and additional performance measures is required as a condition of funding. The following are baseline targets for nine required performance measures:

<i>Measure</i>	<i>Target</i>
Annual Ridership	18,500 passenger trips
Annual Number of Revenue Vehicle Miles	109,000 miles
Annual Revenue Vehicle Hours	12,348 hours
Percentage of clients afforded mobility as a result of Community Shuttle service	90%
Percentage of clients reporting ability to meet medical, employment and/or social needs	90%
Percentage of clients reporting overall satisfaction with Community Shuttle service	90%
Average cost per trip (project cost divided by number of trips)	Maintain lower average cost compared to King County Metro ADA Paratransit service (approximately \$50 per trip).
Average miles per boarding (vehicle miles divided by total boardings)	Fewer miles per boarding compared to ADA service (approximately 10.75 miles per boarding in 2016).
Average boardings per revenue hour (total boardings divided by revenue hours)	Higher number of boardings per revenue hour compared to ADA service (approximately 1.58 boardings per revenue hour in 2016).

## G. Description of Key Staff

Key staff for this service is anticipated to include a project manager/coordinator (part-time), vehicle drivers, dispatchers/schedulers, and other office support staff. Applications will include a Staffing Plan and Proposed Personnel Detail Budget.

Duties and expectations of key staff include:

### 1. Project Manager/Coordinator

The project manager/coordinator will oversee the operation of the service and provide both service supervision and the management of the service's accounts and operating records. In addition, the project manager/coordinator shall ensure that service operations meet operating standards and performance targets. The project manager/coordinator shall be available by telephone or in person during all hours of the operational day to make decisions or provide coordination as necessary. The project manager/coordinator's responsibilities are expected to include the following:

- A. Scheduling of all regularly assigned personnel.
- B. Managing the daily operation of the service.
- C. Distribution and collection of daily operating reports.
- D. Arranging assignment of back-up personnel and vehicles whenever necessary.
- E. Preparation of summary reports and monthly invoice.
- F. Immediate responsibility for any operational problems and/or passenger complaints; accurately reporting these problems to the City in a timely manner.
- G. Vehicle assignments; insuring the operating condition, appearance, licensing and signage of all service vehicles.
- H. Ensuring a drug/alcohol prevention program if it is required.
- I. Coordinating service operations with the City during adverse weather conditions.
- J. Providing customer transportation in emergency situations.
- K. Responding to the accident or incident site and providing assistance with collisions between a service vehicle and another vehicle, person or object; passenger accidents, including falls to passengers who are entering, occupying or exiting the vehicle that require medical assistance; and an accident or incident that involves local police.
- L. The project manager/coordinator shall have adequate time available to perform the position requirements specified in this document.

### 2. Drivers

All drivers must clear a criminal history check and Washington State Department of Licensing record check prior to independently operating the vehicles. Drivers must not have been convicted of a felony offense involving theft, fraud, burglary, robbery, crimes against children or adults or any such similar offense, and must have no convictions for any other felony offense within the previous ten (10) years. In addition, drivers must have no convictions of a serious traffic violation, including but not limited to any of the following violations within the past five (5) years:

- Driving while under the influence of drugs or alcohol
- Leaving the scene of an accident (hit and run)
- Using a commercial vehicle in the commission of a crime
- Reckless driving and or reckless endangerment

- A suspended license for moving violations
- Negligent driving
- Vehicular homicide or vehicular assault
- More than one “at fault” accident
- Open container

Drivers shall be physically capable of safely driving the vehicles for this service. They are to be polite and respectful to passengers. Drivers shall have a thorough knowledge of the service area and be capable of operating a wheelchair lift/ramp and tie-down equipment and know proper securement procedures. Drivers shall not smoke while in vehicle. Driver shall be responsible for record keeping as defined in the specifications herein. Each driver shall have available, and in clear sight at all times during service operation, an accurate timepiece and conduct pre-trip vehicle inspections.

### 3. Dispatchers/Schedulers

Schedulers/Reservationists assigned to service telephone lines shall be knowledgeable in all aspects of the service operations, including computerized dispatching and scheduling procedures.

Schedulers/Reservationists shall be adequately trained to serve the volume of incoming telephone requests for service in a timely manner, accurately enter the required passenger trip information, and efficiently route vehicles to the appropriate destination.

Schedulers/Reservationists shall coordinate the provision of demand-responsive service and furnish customers with accurate pick-up times and locations.

Schedulers/Reservationists personnel shall maintain a respectful and polite attitude in all interactions with the public.

## **H. Other Regulations Applicable to the Investment Area**

- Applicant selected through this RFQ must certify compliance with the statutes, regulations, requirements, and policies required as a condition of state and federal funding.
- Vehicles provided by King County Metro and any other vehicles used for this service shall not be used in violation of any applicable federal, state or municipal statutes, laws, ordinances, rules or regulations. The provider shall defend, indemnify and hold HSD and King County harmless from any and all fines, forfeitures or penalties for traffic or parking violations or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority issued on account of the use, condition, or operation of any such vehicles.
- The provider shall ensure that the vehicles are not used for any unlawful purpose or for the transportation of any property or material deemed extra-hazardous by reason of being explosive or inflammable; provided, that oxygen systems and similar equipment required by persons transported by the provider shall not be deemed extra-hazardous.
- The provider shall have in effect personnel policies that conform to all local, state and federal laws, including the Federal Transit Administration’s Drug/Alcohol Testing regulation.
- The provider is solely and completely responsible for the satisfactory work performance, including all acts and omissions, of its employees, drivers, volunteers, agents and any other such persons. The Contractor is solely responsible for payment of all employee and/or subcontractor's wages and benefits. The provider shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security as applicable. The provider shall hold HSD harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.
- The provider shall maintain at all times a current list of personnel assigned to this service. HSD retains the right to review the Contractor’s personnel policies and list of personnel assigned to this service.

- If HSD or the provider receive several complaints regarding one of the provider's employees (driver, dispatcher, scheduler, supervisor, etc.) and/or it is determined that the employee is not providing service in a safe, reliable, efficient, courteous and/or responsible manner, HSD has the authority to direct the provider to remove that employee from work under this service program. Any direction by HSD to remove an employee from service will be provided in writing to the provider.
- The provider shall maintain and be liable for all taxes, fees, licenses and costs as may be required by local agency and State of Washington laws and regulations for the conduct of business by the provider and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide this service.

## VII. Agency Minimum Eligibility Requirements

Applications for this Request for Qualification will be accepted from any entities that meet the following minimum eligibility requirements:

- Applicant must meet all licensing requirements that apply to its organization. Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if they are required by the laws of those jurisdictions.
- Applicant must have a Federal Tax ID number/employer identification number (EIN) to facilitate payments from the City of Seattle to the provider.
- As applicable, applicant legal and tax status must be current and in good standing. If applicant has been granted a 501(C)(3) tax exempt status by the United States Internal Revenue Service, the applicant's 501(C)(3) status must be in good standing and must not have been revoked in the previous calendar year. If applicant is a public corporation, commission, other legal entity or authority established pursuant to RCW 35.21.660 or RCW 35.21.730, the applicant's status as a legal entity must be in good standing and must not have been revoked in the previous calendar year. This competition is also open to private for-profits, federally-recognized Indian tribes, and other entities who meet minimum eligibility requirements listed here.
- Applicants must have three years of experience providing demand-response transportation services, to include receiving incoming calls, taking reservations, collecting rider data, and scheduling and dispatching trips.
- Applicants must have three years of experience managing federal grant funding and must certify that they have not been debarred or suspended from doing business with the federal government or Washington State. This and other certifications must be provided with the certification forms at Attachment 7.
- Applicants must have the ability to provide the specified service in a manner that is consistent with federal, state and local law and regulations.

## VIII. Client Data and Program Reporting Requirements

Agencies must be able to collect and report client-level demographic and service data as stated in any resulting contract. Agencies must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases.

Agencies must have the ability to submit reports electronically to ADS. Current data specifications are available on the ADS website ([www.agingkingcounty.org](http://www.agingkingcounty.org); click “Contracted Providers” under the “About” tab and expand the “Service Area Forms & Resources” Section). The transportation data specification is subject to change as Community Shuttle service is implemented.

Monthly narrative and statistical reports are required as a condition of funding.

## IX. Contracting Requirements

- Any contract resulting from this Request for Qualification will be between the City of Seattle, through its Human Services Department, and the applicant agency (referred to as “Contractor” in this section).
- Contracts may be amended to ensure that services and outcomes align with the community needs or due to availability of funding.
- Contractors will be required to comply with the Terms and Conditions of the Human Services Department Master Agency Services Agreement (MASA). These requirements shall be included in any contract awarded as a result of the Request for Qualification and are not negotiable. A copy of the MASA is available on [HSD’s Information for Grantees web page](#).
- HSD will attach Exhibits and Attachments to all resulting contracts which will further specify program terms, rules, requirements, guidelines and procedures.
- Contractors will be required to maintain books, records, documents, and other evidence directly related to performance of the work in accordance with Generally Acceptable Accounting Procedures. The City of Seattle, or any of its duly authorized representatives, shall have access to such books, records and documents for inspection, audit, and copying for a period of seven (7) years after completion of work. Contractors shall also comply with the following project-specific record keeping requirements:
  1. The Contractor shall designate a Contractor representative responsible for record keeping and reporting requirements.
  2. The Contractor shall keep accurate records of all activities and expenditures conducted and incurred under this Contract.
  3. The Contractor agrees to participate with the City in the evaluation of the project and to provide the information needed by the City to assess the service.
  4. The Contractor agrees to maintain Daily Operating Reports and properly record the information.
- Contractors must complete all required reports and billing documentation as stated herein and in any resulting contract. Reimbursement will be contingent upon receipt and approval of required reports. Additional data may be required for audit or evaluation purposes.

- Contractors will be responsible for facilitating performance monitoring required as a condition of the contract.
- All programs funded through this Request for Qualification must publicly recognize HSD’s contribution to the program.
- Contractors will maintain a commercial general liability insurance policy with limits and scope of insurance no less than:
  - General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit;
  - Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage;
  - Workers’ Compensation: Statutory requirements of the state of residency;
  - Employers Liability Stop Gap: \$1,000,000

Except for Workers Compensation, the City, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
- Contractors must have the capacity to protect and maintain all confidential information gained by reason of any resulting contract against unauthorized use, access, disclosure, modification or loss.
- Contractors must be able to collect and report data as described in Section VIII.
- Contract will contain the required federal clauses as a condition of the acceptance of Federal Transit Administration funding that are included herein as Attachment 6.

**X. Selection Process**

This Request for Qualification is competitive. All interested parties must submit a complete application packet (as outlined in Section IV of the Application Instructions and Materials) by the deadline to be considered for funding. All completed applications turned in on or before the deadline will be reviewed and individually scored by members of the rating committee.

Complete applications will be rated based on the criteria for providing the required services outlined in the Guidelines and Application materials. HSD reserves the right to contact the primary contact person listed on the agency’s completed Application Cover Sheet (Attachment 2) to clarify application contents. HSD also reserves the right to schedule and conduct interviews and/or site visits with some or all applicants prior to forwarding funding recommendations to the HSD Director. Following the rating process, including interviews if any, the rating committee will forward its funding recommendations to the HSD Director for final decision regarding the award(s). Notification of investment awards will be sent to the Executive Director of the applicant agency (or similar level agency management staff indicated on the application cover sheet).

Due to the competitive nature of this Request for Qualification, beyond any scheduled information sessions offered by HSD, no individual technical assistance will be provided until the appeals process has closed. Applicants may not rely on oral communication from HSD staff at any information session, interview, site visit or otherwise and must review all written materials and addendums related to this Request for Qualification.

HSD reserves the right to make an award(s) without further discussion of the proposal submitted. Therefore, the application should be submitted on the most favorable terms. If the application is selected for funding, applicants should be prepared to accept the proposed terms for incorporation into a contract resulting from this Request for Qualification.

HSD also reserves all rights not expressly stated in the Request for Qualification, including making no awards or awarding partial funding and negotiating with any proposer regarding the funding amount and other terms of any contract resulting from this Request for Qualification.

## **XI. Appeal Process**

An applicant is any legal entity that has responded to a formal funding process conducted by the City of Seattle Human Services Department in soliciting applications for the provision of defined services. Applicants have the right to protest or appeal certain decisions in the award process made by HSD.

The following outlines the opportunity for applicants to appeal a decision made by HSD:

**Post-Notice of Award Appeal Process:** This process is applicable to applicants notified by HSD of the final status of their application, as determined by the HSD Director, upon the conclusion of the review and rating process. This will include applications disqualified due to failure to meet the minimum eligibility requirements outlined in the Guidelines and Application document for the specific funding opportunity.

### **Grounds for Appeals:**

Only an appeal alleging an issue concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest.
- Violation of policies or failure to adhere to guidelines or published criteria and/or procedures established in a funding opportunity.

### **Appeals Deadlines:**

1. The Human Services Department will notify all applicants in writing of the final status of their application. For awarded applications, if appropriate, the level of funding to be allocated will be stated.
2. Any applicant wishing to appeal a decision regarding award must submit the appeal in writing to the HSD Director within ten (10) business days from the date of the written notification by HSD.
3. The HSD Director will review the written appeal and may request additional oral or written information from the appellant organization. A written decision by the HSD Director will be made within ten (10) business days of the receipt of the appeal. The HSD Director's decision is final.
4. HSD will not finalize a contract resulting from the solicitation until the appeal process has closed; however, HSD reserves the right to issue an interim contract for services to meet important client needs.

### **Appeal Format and Content:**

A notice to HSD staff that an applicant intends to appeal does not reserve the right to an appeal. The applicant must file an appeal within the required deadline and follow the proper format. A casual inquiry, complaint or an appeal that does not provide the facts and issues, and/or does not comply with the form, content or deadline herein, will not be considered by the Department or acted upon as an appeal.

All appeals shall be in writing and state that the applicant is submitting a formal appeal. Deliveries by hand, mail or email are acceptable methods. HSD is not responsible for ensuring that an appeal is received within the appeal deadlines. If HSD does not receive the appeal by the deadline, the protest will be rejected.

Appeals must be addressed to:

Catherine Lester, Director  
Seattle Human Services Department  
700 5<sup>th</sup> Avenue, Suite 5800  
P.O. Box 34215  
Seattle, WA 98124-4125

Email: [Catherine.Lester@seattle.gov](mailto:Catherine.Lester@seattle.gov)

Include the following information and any additional information you would like considered in the appeal. Failure to provide the following information may result in rejection of the appeal if the materials are not sufficient for HSD to adequately consider the nature of the appeal:

1. Agency name, mailing address, phone number and name of individual responsible for submission of the appeal;
2. Specify the funding opportunity title;
3. State the specific action or decision you are appealing;
4. Indicate the basis for the appeal including specific facts;
5. Indicate what relief or corrective action you believe HSD should make;
6. Demonstrate that you made every reasonable effort within the funding process schedule to resolve the issue, including asking questions, attending information sessions, seeking clarification and otherwise alerting HSD to any perceived problems; and
7. Signed by the Agency's Executive Director or similar level agency management staff.

#### **Appeals Process:**

Within two (2) business days of receiving an appeal according to the appeals submission process outlined herein, the applicant will receive a receipt from the HSD Director's Office notifying the applicant of the date, time and method by which the appeal was received. If the applicant does not receive a receipt within two business days, it should be assumed that HSD did not receive the appeal and it will therefore not be considered.

The HSD Director will review the appeal. All available facts will be considered and the HSD Director shall issue a final decision. This decision shall be delivered in writing by email or mailed letter to the individual making the appeal and the Agency's Executive Director or similar level agency management staff who signed the appeal.

Each written determination of the appeal shall specify whether the HSD Director:

1. Finds the appeal lacking in merit and upholds the City action; or
2. Finds only immaterial or harmless errors in HSD's funding process and therefore rejects the appeal; or
3. Finds merit in the appeal and states the appropriate action, which may include but is not limited to rejecting all intended awardees, making partial award, re-tabulating scores, or any other action determined by the HSD Director.

If HSD finds an appeal without merit, HSD may continue with the funding process (contract execution). Even if the appeal is determined to have merit, HSD may issue an interim contract for services to meet important client needs. Nothing herein shall diminish the authority of HSD to enter into a contract, whether an appeal action or intention to appeal has been issued or otherwise.



**City of Seattle  
Human Services Department**

**2017  
Community Shuttles for Seniors and People with Disabilities  
Request for Qualification**

## **APPLICATION**

### **Instructions and Materials**

This Application Instructions and Materials packet contains information and materials for respondents applying for the 2017 Community Shuttles for Seniors and People with Disabilities Request for Qualification. The Request for Qualification Guidelines is a separate document that outlines the Request for Qualification award process and provides more details on the service and funding requirements.

### **I. Submission Instructions & Deadline**

**Completed application packets are due by 12:00 p.m. on Friday, March 31, 2017.**

Application packets must be received in person, by mail, or electronic submission. No faxed or e-mailed proposals will be accepted. Proposals must be received and date/time stamped by the 12:00 p.m. deadline on Friday, March 31. *Late or incomplete proposals will not be accepted or reviewed for funding consideration.*

Applicants must make arrangements to ensure that applications are received by HSD by the deadline, regardless of the submission method selected. When using HSD's Online Submission System, it is advisable to upload application documents several hours prior to the deadline in case you encounter an issue with your internet connectivity which impacts your ability to upload documents. HSD is not responsible for ensuring that applications are received by the deadline.

- **Electronic Submittal:** Application packets may be submitted electronically via HSD's Online Submission System at <http://web6.seattle.gov/hsd/rfi/index.aspx>.
- **Hand Delivery or US Mail:** The application packet can be hand-delivered or mailed to:

Seattle Human Services Department  
Request for Qualification Response – Community Shuttles  
Attn: Jon Morrison Winters

*Delivery Address*  
700 5<sup>th</sup> Ave., 58<sup>th</sup> Floor  
Seattle, WA 98104-5017

*Mailing Address*  
P.O. Box 34215  
Seattle, WA 98124-4215

## II. Format Instructions

- A. Applications will be rated only on the information requested and outlined in this Request for Qualification, including any clarifying information requested by HSD. Do not include a cover letter, brochures, or letters of support. Applications that do not follow the required format may be deemed ineligible and may **not** be rated.
- B. The application should be typed or word processed on double-sided, letter-sized (8 ½ x 11-inch) sheets. Please use one-inch margins, single spacing, and minimum size 11-point font.
- C. The application may not exceed a total of 15 pages including the narrative sections and attachments (unless the attachment is requested and specifically states that it will not count toward the page limit). Pages which exceed the page limitation will not be included in the rating.
- D. Organize your application according to the section headings that follow in Section III. For the narrative questions, please include section titles, and question numbers. You do not need to rewrite the questions for specific elements of each question.

## III. Proposal Narrative & Rating Criteria

Write a narrative response to sections A – E. Answer each section completely according to the questions. Do not exceed a total of 15 pages for sections A – E combined.

### NARRATIVE QUESTIONS

#### A. IMPLEMENTATION PLAN (20 points)

1. Describe your plan to implement the service described in Section VI of the Funding Guidelines, including required service components. Implementation plan must include the following elements:
  - A transition schedule that aligns with the implementation timeline (Attachment 5). If applicable, transition schedule should describe the transition from the current provider. If new staff/drivers will be hired to perform the service, be sure to include this in the transition schedule. Include any planned use of sub-contractors or partnerships.
  - Description of client satisfaction survey and any other methods you will use to solicit and use input from the priority communities or focus populations.
  - A plan for staffing the proposed program. Staffing plan should include a list of and a brief job description for all key personnel who will have a significant role in program coordination and service delivery, including program manager/coordinator who will have primary responsibility for this program. Also include the Proposed Personnel Detail Budget (Attachment 4). Budget worksheets will not count toward the 15-page narrative limit.
  - A technology plan that describes the technology to be utilized in scheduling/dispatching trips and method and ability to communicate with drivers when transporting passengers. Technology plan may include the use of Trapeze scheduling software and other technology provided by King County Metro as described in Section VI of the funding guidelines.
  - A facilities plan that describes the facilities you will use to implement this service, including location of bus base/barn, call center, and administrative offices.
2. Describe the focus population(s) and priority community(ies) to be served.
  - Describe how your program will serve the focus populations and priority communities listed in Sections IV and VI of the funding Guidelines and any other priority community(ies) or focus population(s). Include a description of inclusive marketing and/or outreach activities.

- Describe your understanding of the unique characteristics and experiences of these populations as they relate to transportation access and personal mobility.

**Rating Criteria – A strong application meets all of the criteria listed below.**

- Applicant presents a thorough implementation plan that demonstrates an understanding of the service components and evidence of likely success in meeting outcomes.
- Implementation plan includes all components: transition schedule, client survey description, staffing plan, technology plan, facilities plan.
- Transition schedule is realistic and will allow service to continue uninterrupted.
- The program has a sufficient number of qualified staff (or partners) to deliver the services as described, or a plan to build staff capacity in a short time; and applicant describes processes for maintaining quality staff that matches the levels needed to run the program as described.
- Applicant’s facilities and technology plans are sufficient to provide the service, maintain safety and security, and retain customer and employee satisfaction.
- Applicant demonstrates an ability to maintain fidelity to existing “Hyde Shuttle” service model including required service components.
- Applicant clearly defines the priority communities and focus populations.
- Applicant demonstrates an understanding of the transportation challenges of the priority communities and focus populations and includes a clear description of outreach activities and/or inclusive marketing.
- Applicant demonstrates a plan to incorporate input from clients, including the use of a client survey.

**B. CAPACITY AND EXPERIENCE (35 points)**

1. Describe your organization’s success providing demand-response transportation service for seniors and people with disabilities or comparable services. This description should include:
  - Your experience providing safe and client-focused transportation services. Describe your agency’s safety record and policies, driver safety training, and quality assurance processes.
  - Your experience using leased or loaned vehicles, including complying with a vehicle maintenance plan and partnering with vehicle owner.
2. Describe your organization’s experience serving the priority communities and focus populations. How does serving the priority communities and focus populations align with your mission?
3. Describe your organization’s experience with data management – collecting, storing, and analyzing client information and program activities. What is your technical capacity for tracking client information and producing reports?
4. Describe your experience managing federally-funded contracts for transportation and/or other services.

**Rating Criteria – A strong application meets all of the criteria listed below.**

- Applicant demonstrates a high level of experience in delivering special needs transportation in a safe, reliable, and client-focused manner.
- Applicant has implemented policies and procedures for driver qualifications, training, and screening.
- Applicant has a high level of experience managing federally-funded transportation contracts.
- Applicant demonstrates an understanding of and capacity for data management and reporting.
- Applicant demonstrates ability to develop and implement vehicle maintenance plan in partnership with King County Metro.

**C. PARTNERSHIPS AND SERVICE COORDINATION (10 points)**

1. Describe how the proposed project will coordinate or collaborate with other agencies/programs to deliver services, including social services other than transportation. What are the benefits of this effort for clients? If the proposal includes collaborations and/or partnerships, name the partners in this arrangement. Explain the roles and responsibilities of the various partners. Please provide signed letters of intent from any formal partner providing key program elements. Partnership letters will not be counted toward the maximum page limit.
2. Describe how you will coordinate with and refer clients to other programs and agencies, including other transportation providers, in a proactive, seamless, client-friendly manner.

**Rating Criteria – A strong application meets all of the criteria listed below.**

- Applicant describes effective partnerships and collaborations that enhance service quality, minimize duplication, enhance the resources available and provide benefit to clients.
- If formal partnerships are proposed, applicant has submitted signed letters of intent from partners.
- Applicant describes how clients will be referred to other programs and agencies in a proactive, seamless, client-friendly manner.
- Applicant shows awareness of and willingness to participate on special needs transportation coordinating bodies such as the King County Mobility Coalition and/or Puget Sound Regional Council Special Needs Transportation Committee.

**D. CULTURAL COMPETENCY (10 points)**

1. What challenges and successes have you experienced, or do you anticipate, in providing services to people from diverse cultural and economic backgrounds, including the priority communities and focus populations identified in Sections IV and VI of the funding Guidelines and any other priority community(ies) or focus population(s)?
2. Describe how the agency leadership, board (if applicable) and staff represent the cultural, linguistic and socio-economic background of program participants.
3. Describe your program’s strategy for ensuring cultural and linguistic competence is infused through your policies, procedures and practices, (e.g. cultural competency trainings).
4. Attach your plan to ensure that the service is accessible to immigrants, refugees and people with limited English proficiency. Include a description of bilingual and culturally-appropriate marketing strategies. This required attachment will not count toward the 15-page limit and may refer to inclusive marketing and outreach activities addressed in your implementation plan.

**Rating Criteria – A strong application meets all of the criteria listed below.**

- Applicant demonstrates understanding of cultural competence and describes how cultural competence is incorporated into the program and service delivery.
- Applicant demonstrates the ability to provide culturally competent services within diverse communities and shows an understanding of the challenges.
- Applicant has a proven track record of providing culturally and linguistically relevant services to diverse priority community(ies) and focus population(s).
- Applicant’s staff, leadership, and board (if applicable) composition demonstrates a commitment to non-discrimination and reflects the cultural and linguistic characteristics of the priority community(ies) and focus population(s).
- Applicant describes existing policies and procedures, or a strategy to develop policies and procedures that demonstrate a respect and appreciation for the cultural and linguistic characteristics of the priority community(ies) and focus population(s), including a commitment to ongoing training and development within the agency to promote and support culturally competent service delivery.

- Applicant demonstrates understanding of the challenges of providing transportation services to immigrants, refugees, and limited English proficiency populations and has developed a plan to address these challenges.

**E. BUDGET AND LEVERAGING (25 points)**

1. Complete the Proposed Program Budget (Attachment 3). Budget worksheets will not count toward the 15-page narrative limit). The costs reflected in this budget should be for the service area only, not your total agency budget. *All expenses listed on the Proposed Program Budget form (Attachment 3), are subject to approval by City of Seattle HSD and our grant funders.* Only costs directly supporting the proposed program are to be included in the program budget, and costs must be necessary and reasonable in amount in order to successfully operate the service. All aspects of program budgets are subject to approval by HSD prior to start of service.
2. Describe how these funds will be used and identify other resources and amounts that will be used to support the clients served by this program.
3. Describe your organization's financial management system. How does your agency establish and maintain general accounting principles to ensure adequate administrative and accounting procedures and internal controls necessary to manage all funds that may be awarded under the terms of this Request for Qualification?
4. Describe how your agency has the capability to meet program expenses in advance of reimbursement.

***Rating Criteria – A strong application meets all of the criteria listed below.***

- The proposed implementation is cost competitive.
- Costs are reasonable and appropriate given the nature of the service, the priority community(ies) and focus population(s), the proposed level of service, and the proposed outcomes.
- The applicant identifies other funds to be used with any funds awarded from this Request for Qualification for providing the services described in the proposal, and provides evidence that these funds are sustainable.
- The applicant has a demonstrated capacity to ensure adequate administrative and accounting procedures and controls necessary to manage all funds that may be awarded under the terms of this Request for Qualification.
- The applicant demonstrates satisfactory financial condition and the capability to meet program expenses in advance of reimbursement.

**Total = 100 points**

## IV. Completed Application Requirements

### AT APPLICATION SUBMITTAL

To be considered Complete, your application packet must include all of the following items:

1. A completed and signed two-page Application Cover Sheet (Attachment 2).
2. A completed Narrative response (see Sections II & III for instructions).
3. A completed Proposed Program Budget (Attachment 3).
4. A completed Proposed Personnel Detail Budget (Attachment 4).
5. Signed and attached the Federal Certifications – including both Certification and Restrictions on Lobbying AND Government-wide Debarment and Suspension (Attachment 7).
6. A plan to ensure that this service is accessible to immigrants, refugees and people with limited English proficiency, including a description of bilingual and culturally-appropriate marketing strategies.
7. If applicable, a roster of your agency's current Board of Directors.
8. If applicable, minutes from your agency's last three Board of Directors meetings.
9. As applicable, appropriate documentation verifying your tax/legal status. Examples include current verification of nonprofit status, evidence of incorporation or status as a legal entity. Your agency must have a federal tax identification number/employer identification number.
10. Your business license.
11. If your agency has an approved indirect rate, a copy of proof that the rate is approved by an appropriate federal agency or another entity.

### AFTER APPLICATION SUBMITTAL

If HSD does not already have them on file, any or all of the following documents may be requested during the selection process after applications have been submitted. Agencies have four (4) business days from the date of written request to provide requested documents to the Request for Qualification coordinator:

1. A copy of the agency's current fiscal year's financial statements reports, consisting of the Balance Sheet, Income Statement and Statement of Cash Flows, certified by the agency's CFO, Finance Officer, or Board Treasurer.
2. If applicable, a copy of the agency's most recent audit report.
3. If applicable, a copy of the agency's most recent fiscal year-ending Form 990 report.
4. A current certificate of commercial liability insurance. Note: if selected to receive funding, the agency's insurance must conform to MASA requirements at the start of the contract.

## V. List of Attachments & Related Materials

Attachment 1:	Application Checklist
Attachment 2:	Application Cover Sheet
Attachment 3:	Proposed Program Budget
Attachment 4:	Proposed Personnel Detail Budget
Attachment 5:	Service Transition/Implementation Schedule
Attachment 6:	Federal Transit Authority Required Clauses
Attachment 7:	Federal Certification: Restrictions on Lobbying and Debarment and Suspension

## 2017 Community Shuttles Request for Qualification Application Checklist

This optional checklist is to help you ensure your application is complete prior to submission. Please do not submit this form with your application.

### HAVE YOU....

- Completed and signed the 2-page Application Cover Sheet (Attachment 2)?\***
- Completed each section of the Narrative response?**
- Must not exceed 15 pages (8 ½ x 11), single spaced, double-sided, size 11 font, with 1 inch margins.
  - Page count does not include the required forms (Attachments 2, 3, 4, and 7) and supporting documents requested in this Request for Qualification.
  - A completed narrative response addresses all of the following:
    - Implementation Plan (20%)
      - *Required elements of Implementation Plan include transition schedule, client survey description, staffing plan, technology plan, facilities plan*
    - Capacity and Experience (35%)
    - Partnership and Service Coordination (10%)
    - Cultural Competency (10%)
    - Budget and Leveraging (25%)
- Completed the full Proposed Program Budget (Attachment 3)?\***
- Completed the full Proposed Personnel Detail Budget (Attachment 4)?\***
- Signed and attached the Federal Certifications – including both Certification and Restrictions on Lobbying AND Government-wide Debarment and Suspension (Attachment 7)?\***
- Attached the following supporting documents?\***
- A plan to ensure that this service is accessible to immigrants, refugees and people with limited English proficiency, including a description of bilingual and culturally-appropriate marketing strategies.
  - A business license
  - If applicable, a roster of your current Board of Directors
  - If applicable, minutes from your agency’s last three Board of Directors meetings
  - If applicable, current verification of nonprofit status or evidence of incorporation or status as a legal entity
  - If your agency has an approved indirect rate, have you attached a copy of proof that the rate is approved by an appropriate federal agency or another entity?

*\*These documents do not count against the 15 page limit for the proposal narrative section.*

All applications are due to the City of Seattle Human Services Department by **12:00 p.m. on Friday, March 31.** Application packets received after this deadline will not be considered. See Section I for submission instructions.



**City of Seattle**  
**Human Services Department**

**2017 Community Shuttles Request for Qualification**  
**Application Cover Sheet**

1. Applicant Agency:			
2. Agency Executive Director:			
3. Agency Primary Contact			
Name:			Title:
Address:			
Email:			
Phone #:			
4. Organization Type			
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> For Profit	<input type="checkbox"/> Public Agency	<input type="checkbox"/> Other (Specify):
5. Federal Tax ID or EIN:		6. DUNS Number:	
7. WA Business License Number:			
8. Proposed Program Name:			
9. Funding Amount Requested:			
10. # of clients to be served:			
11. Partner Agency (if applicable):			
Contact Name:			Title:
Address:			
Email:			Phone Number:
Description of partner agency proposed activities:			
12. Partner Agency (if applicable):			
Contact Name:			Title:
Address:			
Email:			Phone Number:
Description of partner agency proposed activities:			

**Authorized physical signature of applicant/lead agency**

*To the best of my knowledge and belief, all information in this application is true and correct. The document has been duly authorized by the governing body of the applicant who will comply with all contractual obligations if the applicant is awarded funding.*

Name and Title of Authorized Representative:

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**2017 Community Shuttles Request for Qualification  
Proposed Program *Biennial* Budget  
July 1, 2017 - June 31, 2019**

<b>Applicant Agency Name:</b>	
<b>Proposed Program Name:</b>	

Item	Amount by Fund Source			Total Project
	Requested HSD Funding	Other <sup>1</sup>	Other <sup>1</sup>	
<b>1000 - PERSONNEL SERVICES</b>				
1110 Salaries (Full- & Part-Time)				
1300 Fringe Benefits				
1400 Other Employee Benefits <sup>2</sup>				
<b>SUBTOTAL - PERSONNEL SERVICES</b>				
<b>2000 - SUPPLIES</b>				
2100 Office Supplies				
2200 Operating Supplies <sup>3</sup>				
2300 Repairs & Maintenance Supplies				
<b>SUBTOTAL - SUPPLIES</b>				
<b>3000 - 4000 OTHER SERVICES &amp; CHARGES</b>				
3100 Expert & Consultant Services				
3140 Contractual Employment				
3150 Data Processing				
3190 Other Professional Services <sup>4</sup>				
3210 Telephone				
3220 Postage				
3300 Automobile Expense				
3310 Convention & Travel				
3400 Advertising				
3500 Printing & Duplicating				
3600 Insurance				
3700 Public Utility Services				
3800 Repairs & Maintenance				
3900 Rentals – Buildings				
Rentals - Equipment				
4210 Education Expense				
4290 Other Miscellaneous Expenses <sup>5</sup>				
4999 Administrative Costs/Indirect Costs <sup>6</sup>				
<b>SUBTOTAL - OTHER SERVICES &amp; CHARGES</b>				
<b>TOTAL EXPENDITURES</b>				

<sup>1</sup> Identify specific funding sources included under the "Other" column(s) above:	
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

<sup>2</sup> Other Employee Benefits - Itemize below:	
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

<sup>3</sup> Operating Supplies - Itemize below (Do Not Include Office Supplies):	
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

<sup>4</sup> Other Professional Services - Itemize below:	
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

<sup>5</sup> Other Miscellaneous Expenses - Itemize below:	
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

<sup>6</sup> Administrative Costs/Indirect Costs - Itemize below:	
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

<sup>6</sup> Administrative Costs/Indirect Costs: Human Services Department policy places a fifteen percent (15%) cap on reimbursement for agency indirect costs, based on the total contract budget. Restrictions related to federal approved rates and grant sources still apply.

Does the agency have a federally approved rate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the rate.		

**2017 Community Shuttles Request for Qualification  
Proposed Personnel Detail Budget  
July 1, 2017 – June 30, 2019**

<b>Applicant Agency Name:</b>	
<b>Proposed Program Name:</b>	

Agency's Full-Time Equivalent (FTE)		hours/week			Amount by Fund Source(s)				
=									
Position Title	Staff Name	FTE	# of Hours Employed	Hourly Rate	Requested HSD Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Program
<b>Subtotal – Salaries &amp; Wages</b>									
<b>Personnel Benefits:</b>									
<b>FICA</b>									
<b>Pensions/Retirement</b>									
<b>Industrial Insurance</b>									
<b>Health/Dental</b>									
<b>Unemployment Compensation</b>									
<b>Other Employee Benefits</b>									
<b>Subtotal – Personnel Benefits:</b>									
<b>TOTAL PERSONNEL COSTS (SALARIES &amp; BENEFITS):</b>									

**2017 Community Shuttles Request for Qualification  
Anticipated Service Transition/Implementation Schedule  
July 1, 2017 – June 30, 2019**

*For Reference Only. If applicable, please include transition schedule in your narrative response.*

<b>Milestones</b>	<b>Anticipated Due Date</b>
Funding Opportunity Released	Thursday, February 23, 2017
Information Session	Thursday, March 9, 2017 1:00 PM – 2:30 PM Federal Way Public Library, Meeting Room 1 34200 1 <sup>st</sup> Way S Federal Way, WA 98003
Last Day to Submit Questions	Thursday, March 16 by 5:00 p.m.
Application Deadline	Friday, March 31 by 12:00 p.m.
Planned Award Notification	Monday, May 15, 2017
Contracting/Service Transition Phase	Monday, May 15 – Friday, June 30, 2017
Contract Start Date	Saturday, July 1, 2017
Service Begins	Monday, July 3, 2017 (if additional ramp-up/transition period is required, applicants may request a start date as late as September 1, 2017).
Service under this contract ends (contract may be extended pending future availability of funding)	Sunday, June 30, 2019

**Federal Transit Authority Required Clauses**  
*For Reference Only. Do not include in your application.*

**FEDERAL TRANSIT AUTHORITY (FTA) CLAUSES**

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For purchase of public transportation services

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## FEDERAL TRANSIT AUTHORITY CLAUSES

This document consists of Federal Transit Authority (FTA) clauses. Should a term within this document conflict with a term in another part of the entire document, reference the Order of Precedence term for direction.

### 1 FTA CLAUSES

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#### 1.1 NO OBLIGATION BY THE FEDERAL GOVERNMENT.

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. 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.

#### 1.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR 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 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying 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 the underlying contract or the FTA assisted project for which this contract work 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.

#### 1.3 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three 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 Contractor agrees to maintain same until the Agency,

the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

The following access to records requirements apply to this Contract:

Local Governments — In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

State Governments — In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### 1.4 FEDERAL CHANGES

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

#### 1.5 TERMINATION

- a. Termination for Convenience — The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default — If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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, the (Recipient) 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 supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure — The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (ten (10) days) after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach — In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## 1.6 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- a. Nondiscrimination — In accordance with Title VI of the Civil Rights Act, 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, 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, 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 the underlying 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. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the 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, 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 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.

#### **1.7 DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

The Contractor 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 this DOT-assisted Contract. 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 such other remedy as the Washington State Department of Enterprise Services deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

#### **1.8 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### **1.9 DEBARMENT AND SUSPENSION**

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 DES. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to DES, 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.

#### **1.10 ENERGY CONSERVATION**

The contractor agrees to 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.

#### **1.11 CLEAN WATER**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. 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.

#### **1.12 CLEAN AIR**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. 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.

#### **1.13 CONTRACT WORK HOURS AND SAFETY STANDARDS**

- 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.
- b. Violation; liability for unpaid wages; liquidated damages — In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for 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 paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages — The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph (b) of this section.
- d. Subcontracts — The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

#### 1.14 Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 1.15 Breaches and Dispute Resolution

- a. Disputes — Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s (title of employee). This decision shall be final and conclusive unless within (ten (10)) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the (title of employee). In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the (title of employee) shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance during Dispute — Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages — Should either party to the Contract suffer injury or damage to person

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or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

- d. Remedies — Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- e. Rights and Remedies — The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **1.16 Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### **1.17 Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of  
(Name and Title of Official)  
\_\_\_\_\_ that  
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

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

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.*

*The undersigned 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. Section 3801, et seq., are applicable thereto*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_/\_\_/\_\_

Signature of notary and SEAL \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

*49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)*

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by

- (a) Checking the Excluded Parties List System,
- (b) Collecting a certification from that person, or
- (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

**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 the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_