



**Request for Proposals
Recruitment for Mega Capital Project Delivery Officer**

RFP NO. RTA/RP 0135-23

JULY 2023

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REQUEST FOR PROPOSALS

Recruitment for Mega Capital Project Delivery Officer

RFP NO. RTA/RP 0135-23

SECTION ONE INSTRUCTIONS TO PROPOSERS

INTRODUCTION

Sound Transit is requesting Proposals from firms to provide services to recruit for the Mega Capital Project Delivery Officer. At Sound Transit's sole option, recruitment may be requested for up to two deputy level positions and any additional positions identified by the selected Mega Capital Project Delivery Officer. The full scope of work is attached as [Exhibit B, Scope of Work](#).

Proposals are due on August 4, 2023 as shown in [Anticipated Schedule](#).

The term of the contract will be effective upon the date of contract execution until final acceptance of the work by Sound Transit's Project Manager or other designated individual.

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

In furtherance of its DBE and Small Business Programs, Sound Transit established the following goals for this RFP:

DBE Goal: 0% of the Total Proposed Price

Small Business Goal: 0% of the Total Proposed Price

Refer to [Sound Transit Diversity Program Policies](#) for more information about these goals.

ANTICIPATED SCHEDULE

Date	Selection Process
7/14/2023	Public Announcement for Request for Proposals (RFP)
7/28/2023	Last day to submit Requests for Information (RFIs) and/or Questions
8/4/2023	Proposals Due (on or before 2:00 PM local time)
Week of August 7	Proposals reviewed / highest ranked proposers identified
Week of August 14	Revised Proposals, Best and Final Offer (BAFO), Interviews and ranking of firms, if necessary
August, 2023	Execute Contract and Notice to Proceed

AGENCY BACKGROUND

Sound Transit's mission is to Connect More People to More Places. Sound Transit connects major population and employment centers in King, Pierce and Snohomish counties with high-capacity transit. The state Legislature authorized Sound Transit in 1993 and the public has voted to expand the system three times: in 1996, 2008 and 2016. Voters have approved a system consisting of 116 miles of Link light rail, 45 miles of bus rapid transit, and 91 miles of Sounder train service. The Sound Transit district serves more than 3 million people, 40% of Washington's population.

32 million people rode Sound Transit in 2022. Sounder trains launched in 2003, with two lines connecting Lakewood to Seattle (S Line) and Everett to Seattle (N Line). Link light rail began in Tacoma in 2003 with Tacoma Link (now the T Line), providing streetcar service in downtown Tacoma. Regional light rail launched as Central Link (now the 1 Line) in 2009, serving 12 stations between Westlake and Tukwila,

and has been expanded four times since, with the current 1 Line serving 19 stations between Northgate and Angle Lake.

Multiple extensions are currently under construction. In summer 2023 the T Line will extend to the Stadium District and Hilltop neighborhood of Tacoma, with six new stations. In the next three years, the light rail network will grow from 25 stations to 50, with new extensions to Lynnwood, Federal Way, Bellevue and Redmond. In addition, by 2027 three new Stride Bus Rapid Transit lines will open, with the S1 Line serving I-405 from Bellevue to Burien, the S2 Line serving I-405 from Bellevue to Lynnwood, and the S3 Line serving SR 522 and NE 145th St from Bothell to Shoreline. Sound Transit has also begun planning for voter-approved extensions to Tacoma Dome, West Seattle, Ballard, Everett, Issaquah and Kirkland.

COMMUNICATIONS

After this RFP is published, any verbal or written communications between any proposer (potential or actual) or its representatives, and any Sound Transit board member, staff member or consultant regarding this procurement, are strictly prohibited from the date of the RFP advertisement through the date of execution of the contract. The only exceptions are: (1) communications and questions concerning this solicitation directed to the Sr. Contracts Specialist listed below; (2) communications at the pre-proposal conference or a publicly noticed meeting of Sound Transit; and (3) communications with the Sound Transit Chief Procurement Officer. Sound Transit reserves the right to contact Proposers for clarification of response contents. Any violation of the requirements set forth in this Section shall constitute grounds for immediate and permanent disqualification of the offending firm from participation in this procurement. All oral communications will be considered unofficial and non-binding on Sound Transit. Proposers should rely only on written statements issued by the Sr. Contracts Specialist.

Erin Buch, Sr. Contracts Specialist
Sound Transit
401 S. Jackson Street
Seattle WA 98104-2826

Telephone: (206) 689-4659
E-mail: erin.buch@soundtransit.org

NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING

- A. Sound Transit has adopted Guiding Principles for Employment and Contracting (“Guiding Principles”) which identify key objectives that Sound Transit will promote and enforce. The Guiding Principles are implemented in accordance with applicable federal, state and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions in this Contract.
1. It is the policy of Sound Transit that practices of employment discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, gender identity, status as a parent, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Consultant shall adhere to these non-discrimination provisions and shall make affirmative efforts to meet Sound Transit’s workforce diversity objectives in performing this Contract. Such efforts shall apply to the employment of persons on the permanent or core employee workforce and the employee workforce secured solely for performing this Contract.
 2. It is the policy of Sound Transit that no one doing business or offering to do business with Sound Transit shall deny any person, on the basis of race, color, age, sex, marital status, sexual orientation, gender identity, status as a parent, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person, the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by Sound Transit, and that one doing business or offering to do business with Sound Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subconsultants, subcontractors and suppliers on contracts and agreements awarded by Sound Transit.

3. The Consultant shall comply with applicable obligations and requirements under Chapter 49.60 RCW, the Washington state “law against discrimination”, including rules and regulations promulgated pursuant to such law. In particular, the Consultant as an employer shall not commit any unfair practices listed in RCW 49.60.180.
 4. The Consultant shall cooperate in any studies or surveys as may be conducted by Sound Transit and as may be necessary to determine the extent of the Consultant’s compliance with Sound Transit’s Diversity Program policies.
- B. Disadvantaged Business Enterprise (DBE) Program. It is the policy of Sound Transit to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts. As a part of Sound Transit’s Guiding Principles and DBE Program, and in accordance with 49 CFR § 26.39, Sound Transit also includes measures to foster Small Business participation on federal Department of Transportation-assisted contracts.
- C. In the event the Consultant and/or its subconsultants fail(s) to comply with any substantive requirement of the Contract related to non-discrimination, participation by Disadvantaged Business Enterprises or other Small Businesses, or equal employment opportunity, Sound Transit may impose sanctions as it may determine to be appropriate, including but not limited to:
1. Requiring the Consultant to take remedial action to bring the Consultant or its subconsultant into compliance;
 2. Withholding payments to the Consultant until the Consultant or its subconsultant is in compliance;
 3. Suspend this Contract;
 4. Terminate this Contract;
 5. Debar the Consultant or its subconsultant from future contracts with Sound Transit; and/or
 6. File civil and/or criminal action(s) against the Consultant and, if applicable, its subconsultants, suppliers, employees, agents, and representatives.

Sound Transit may consider any such failure by the Consultant in determining whether to award any future contracts to the Consultant.

EQUAL EMPLOYMENT OPPORTUNITY

Sound Transit is interested in proposals from firms that demonstrate a commitment to equal employment opportunity. Sound Transit encourages proposals from firms that employ a workforce that reflects the region’s diversity. Proposers shall demonstrate a commitment to equal employment opportunity. Proposers shall make efforts to employ a workforce that reflects the Sound Transit region’s diversity. Proposers shall take into account the EEO provisions set forth in the Contract to be awarded pursuant to this RFP.

Proposers are advised that they shall adhere to the following non-discrimination provisions:

Specific Diversity Program provisions, including those applicable to subcontracts, are set forth in [Exhibit A, \[Proposed\] Contract](#).

Sound Transit will evaluate each Proposer’s commitment to and compliance with EEO laws and requirements in accordance with the evaluation criteria.

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, sex, sexual orientation, gender identity, status as a parent, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Consultant shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, sexual orientation, gender identity, status as a

parent, age, nationality, or the presence of such disability. 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. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices of this nondiscrimination clause.

- B. Within 30 days of the execution of this contract, the Consultant shall submit a copy of its office EEO program in its entirety, demonstrating full compliance with the federal requirements and this contract.
- C. Upon request and on forms approved by Sound Transit, during the term of this Contract, the Consultant shall submit reports of the affirmative efforts made by the Consultant in implementing the nondiscrimination and equal employment opportunity provisions in this Contract. The Consultant shall permit access by Sound Transit to the Consultant's records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of determining compliance with this provision.
- D. The Consultant shall implement and carry out the obligations regarding equal employment opportunity submitted as part of its Proposal to perform this Contract and the equal employment opportunity provisions in this Contract. Failure to implement and carry out these obligations and provisions in good faith may be considered by Sound Transit a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall require that substantially the same provisions as in this Section are contained in all subconsultant agreements entered into by the Consultant under this Contract.
- F. In addition to complying with Sound Transit's Guiding Principles and Policies, the Consultant shall comply with, and ensure its subconsultants comply with, applicable Federal Civil Rights Requirements in this Contract.

SOUND TRANSIT DIVERSITY PROGRAM POLICIES

- A. Non-Discrimination in Employment and Contracting
 - 1. Sound Transit has adopted Guiding Principles for Employment and Contracting, a copy of which is available upon request, identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state, and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth including employment and consulting goals and objectives as specified in the Proposed Contract.
 - 2. Sound Transit promotes and encourages participation in its contracts by Small Businesses and Disadvantaged Business Enterprises (DBEs), as defined in Sound Transit's Small Business and DBE Programs. Sound Transit is interested in proposals from such firms.
 - 3. If firms combine to form a joint venture to perform the Services described in this RFP, the firms are encouraged to include DBEs and Small Businesses in the joint venture. If a Proposer determines to engage subconsultants to perform any portion of the Services described in this RFP, the Proposer shall make good faith efforts to solicit participation by Small Businesses or DBEs and shall maintain documentation of its efforts for review by Sound Transit.
 - 4. Proposers are advised that any contract, including subcontracts, awarded pursuant to this RFP shall include the following assurance:

“The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.”

B. Disadvantaged Business Enterprise (DBE) Small Business Program

1. As a recipient of financial assistance from the Federal Department of Transportation (DOT), Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) program, which includes a Small Business component, in accordance with 49 Code of Federal Regulations (CFR) Part 26. It is Sound Transit’s policy to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts.

Proposers shall review and take into account the provisions of 49 CFR Part 26.

2. Pursuant to its Diversity Program objectives and 49 CFR Part 26, Sound Transit promotes and encourages participation by DBEs on its contracts and agreements. In preparing Proposals, Proposers shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners or subconsultants, and shall ensure their proposed subconsultants also afford DBEs such opportunities.
3. A DBE is a business that has been certified as a DBE by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Proposers may obtain a listing of DBEs certified by calling OMWBE at 360-664-9750 or at [OMWBE Directory of Certified Businesses](#).
4. A Small Business is a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration size standard regulations at 13 Code of Federal Regulations (CFR) part 121 using the NAICS (North American Industry Classification System) Codes. In addition, the small business concern shall not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b), which is \$26.29 million for the previous three (3) fiscal years if the particular size standard is above \$26.29 million and is updated annually.

A business will be presumed to be a Small Business if:

- a. The business is certified by OMWBE;
- b. The business is a participant in federal Small Business Administration (SBA) programs and does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b); or
- c. The business is certified by a public agency other than OMWBE and uses the SBA size standard criteria but does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b).

If there are questions or issues about whether a business meets the applicable size standard or applicable NAICS Codes, Sound Transit and the Proposer will consult and to the extent practicable, follow the methodologies established by the SBA in determining whether a business is within or exceeds an applicable size standard and NAICS Codes.

If a business does not fall within one of the categories set forth above, the Proposer may include the business toward the Small Business Goal if the Proposer assures itself that the business does in fact meet the applicable Small Business definition and size standard. The Proposer shall bear full responsibility for performing due diligence related to whether a business meets the Small Business definition and size standard prior to including the business as part of the Proposer’s Small Business Commitment.

5. “Good faith efforts” means the Proposer took all necessary and reasonable steps, which by their scope, intensity, and appropriateness could reasonably be expected to meet or exceed the applicable DBE and Small Business Goals. Sound Transit will consider the

quality, quantity, and intensity of the different kinds of efforts made by the Proposer to demonstrate the Proposer actively and aggressively attempted to obtain participation by DBEs and Small Businesses. The following is a list of actions that a Proposer could make:

- a. Select portions of the Services that can be performed by DBEs and Small Businesses to increase the likelihood that the DBE and Small Business Goals will be achieved. This includes, where appropriate, breaking out services items into economically feasible units for DBEs and Small Businesses to participate, even when the Proposer might otherwise prefer to self-perform the portions of the Services.
 - b. Solicit through all reasonable and available means, the availability of DBEs and Small Businesses that are capable of performing the Services.
 - c. Provide interested DBEs and Small Businesses with adequate information about the contractual requirements (e.g., bonding, insurance, labor requirements, and other requirements required by the Proposer). This information should be timely provided so that the DBE or Small Business has sufficient time to properly respond to the Proposer. Failure to provide DBEs and Small Businesses a reasonable time to respond to a solicitation or to inform them of contractual requirements shall constitute a lack of good faith by the Proposer.
 - d. Negotiate in good faith with interested DBEs and Small Businesses. It is the Proposer's responsibility to select those portions of the Services consistent with the capabilities of available DBEs and Small Businesses and to facilitate their participation.
 - e. Not reject DBEs and Small Businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - f. Make efforts to assist interested DBEs and Small Businesses in obtaining bonding, lines of credit, or insurance.
 - g. Make efforts to assist interested DBEs and Small Businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
6. To be counted toward achievement of the DBE and Small Business Goals, DBEs and Small Businesses shall perform a Commercially Useful Function ("CUF"). For example, if the owner(s) of the DBE or Small Business does not or is unable to demonstrate ownership, control or legitimate performance, Sound Transit will not count the participation toward the DBE and Small Business Commitment and DBE and Small Business Goals. Sound Transit will use the regulations in 49 CFR § 26.55 as guidance in counting the participation of DBEs and Small Businesses toward meeting the DBE and Small Business Goals.
7. The fact that there may be some additional costs involved in finding and using Small Businesses and DBEs is insufficient reason for a Proposer's or Consultant's failure to meet the Small Business and DBE Goals, as long as those costs are reasonable. Also, the ability or desire of the Proposer or Consultant to self-perform the Work of a Contract does not relieve the Proposer or Consultant of the responsibility to make good faith efforts. The Proposer or Consultant is not required to accept higher quotes from Small Businesses and DBEs if the price difference is excessive or unreasonable; provided that, upon Sound Transit's direction, the Proposer or Consultant shall submit to Sound Transit its analysis concluding that the price difference was excessive or unreasonable.

C. DBE and Small Business Goals and Commitment

1. In furtherance of its DBE and Small Business Programs, Sound Transit established the following goals for this RFP:

DBE Goal: 0% of the Total Proposed Price

Small Business Goal: 0% of the Total Proposed Price

D. Small Business Program

1. Consistent with its Guiding Principles to promote and encourage the use of Small Businesses, Sound Transit has developed and administers a Small Business Program. Under the Small Business Program, Sound Transit will consider various approaches to achieving participation by Small Businesses in its contracts and agreements, including unbundling contracts, setting participation goals for contracts and developing procedures, documents and practices that are “Small Business friendly”.
2. For Sound Transit’s Small Business Program, a Small Business is a business that:
 - a. Is organized for profit;
 - b. Has a place of business in the United States;
 - c. Is independently owned and operated;
 - d. Is not dominant in its field of operation;
 - e. For its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121; and
 - f. Does not exceed an average annual gross receipts limit of \$26.29 million for the previous three (3) fiscal years if the particular size standard is above \$26.29 million.
3. Proposers are advised that in assessing whether a business meets the size standard, annual receipts are averaged over the business’s last three (3) completed fiscal years to determine its average annual receipts. If a business has not been in business for three (3) years, the average weekly revenue for the number of weeks it has been in business is multiplied by 52 to determine its average annual receipts. If there are questions or issues about whether a business meets the applicable size standard, Sound Transit and the Proposer, as applicable, will consult and to the extent practicable, follow the methodologies established by the federal Small Business Administration in determining whether a business is within or exceeds an applicable size standard.
4. A business will be presumed to meet the Small Business size standard and be a Small Business if the business falls within one of the following categories:
 - a. A DBE that has been certified as a DBE by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Proposers may obtain a listing of DBEs certified by calling OMWBE at 360-664-9750 or at [OMWBE Directory of Certified Businesses](https://omwbe.wa.gov/directory-certified-firms) (https://omwbe.wa.gov/directory-certified-firms).
 - b. Is a participant in federal Small Business Administration programs, such as, but not limited to, Section 8(a) Business Development, Small Disadvantaged, and HUBZone, and is within the size limit of \$26.29 million for the previous three fiscal years if the particular size standard is above \$26.29 million. To obtain a listing of small businesses participating in the U.S. Small Business Administration programs or activities as eligible small businesses, contact the SBA’s Seattle District Office at 206-553-7310; or go to: [SBA Table of Size Standards](https://www.sba.gov/document/support--table-size-standards) (https://www.sba.gov/document/support--table-size-standards); or

- c. Is certified by a public agency other than OMWBE and the Small Business Administration size standard is a criterion (but is no greater than the size limit of \$26.29 million).
5. If a business does not fall within one of the categories set forth in paragraph C immediately above, the Proposer may include the business toward the Small Business Goal if the Proposer assures itself, that the business does in fact meet the applicable Small Business size standard. Such assurance could involve reviewing the tax records or certified annual audit reports of the business and taking other actions reasonably related to assessing whether the business meets the Small Business size standard. The Proposer shall bear full responsibility for performing due diligence related to whether a business meets the Small Business size standard prior to including the business as part of the Proposer's Small Business Commitment.
6. To facilitate the inquiry regarding the applicable size standards for businesses that may be considered Small Businesses, Proposers shall use the size standards listed in the NAICS (North American Industry Classification System) Codes for construction contractors, which are the key areas in which potential Small Businesses may participate. For information regarding a complete on-line listing of SBA Size Standards for other industries, go to: [SBA Table of Size Standards \(https://www.sba.gov/document/support--table-size-standards\)](https://www.sba.gov/document/support--table-size-standards).
7. Firms are not eligible as DBEs if they exceed the relevant NAICS code size limitation for the type(s) of work the firm seeks to perform in DOT-assisted contract, which may be lower than \$26.29 million and does not constitute the primary business of the firm. Proposers are reminded, however, that the small businesses it chooses to include in its Small Business Commitment Form may not exceed the average annual gross receipts limit of \$26.29 million for the previous three (3) fiscal years.
8. If applicable, Sound Transit has established a Small Business Goal. Proposers shall make good faith efforts to implement the Small Business Program, including meeting or exceeding the Small Business Goal. Participation by DBEs that meet the requirements in the solicitation will be counted toward achievement of the Small Business Goal and the DBE Goal. For purposes of Proposal evaluation, the Small Business Goal shall apply to the sum on the Proposal Schedule. For purposes of award and performance of the Contract, the Small Business Goal shall apply to the Contract Price.
9. To be counted toward achievement of the Small Business Goal, Small Businesses shall perform a Commercially Useful Function. ("CUF") For example, if the owner(s) of the Small Business does not or is unable to demonstrate ownership, control or legitimate performance, Sound Transit will not count the participation toward the Small Business Commitment and Small Business and DBE Goals. For consistency between Sound Transit's Small Business Program and its Disadvantaged Business Enterprise Program, Sound Transit will use the regulations in 49 CFR Part 26.55 as guidance in evaluating and monitoring the participation of all businesses toward meeting the Small Business Goal and for determining how to count such participation.
10. If, during the progress of the Work, a business listed by the Consultant on its Small Business Commitment is determined not to meet the Small Business and DBE eligibility criteria, the utilization of said business will not be counted toward the fulfillment of the Consultant's Small Business Commitment. The Consultant shall substitute another business that meets the Small Business and DBE eligibility provisions in order to maintain its commitment to Small Business and DBE participation. Such substitution shall be at no additional cost to Sound Transit.
11. If Modifications are executed which increase the Contract Price, the Consultant shall make good faith efforts to meet or exceed the Consultant's Small Business Commitment when negotiating and performing said Modifications.

12. With each payment request, including the final payment request, the Consultant shall submit reports, documents and records regarding participation by Small Business and DBEs, on forms as may be provided by Sound Transit.

REQUESTS FOR INFORMATION

Questions about this RFP must be submitted to Sound Transit, Attn: Erin Buch, Sr. Contracts Specialist through the “Q&A Board” link for this Solicitation at [Sound Transit Vendor Portal](http://vendorportal.soundtransit.org) (<http://vendorportal.soundtransit.org>). Sound Transit will respond only via Addenda or a formal written Clarification, which will be uploaded to the solicitation on the Sound Transit Vendor Portal.

ADDENDA

Addenda will be uploaded to the solicitation on the Sound Transit Vendor Portal. Proposers must acknowledge receipt of all addenda uploaded by Sound Transit in Proposal Form No. 1 - Fees. If an addendum is issued amending this RFP, all provisions that are not modified remain unchanged. An automated email notification may be provided to all firms who received or requested this solicitation document from Sound Transit via [Sound Transit Vendor Portal](http://vendorportal.soundtransit.org) (<http://vendorportal.soundtransit.org>).

While Sound Transit is extremely confident in the full functionality of this system, as a legal matter, notification services offered through the Sound Transit Vendor Portal site are not guaranteed and users of the notification system are ultimately responsible for reviewing postings to the site. Sound Transit disclaims all liability for damages caused by the use of this site or the information it contains.

PROPOSAL SUBMITTAL

- A. Sound Transit will only accept electronic submittals in response to this RFP. Proposals that do not conform to the requirements specified herein may be rejected.
- B. Submittals must be provided in an accessible format that is compliant with the Americans with Disabilities Act (ADA). Guidelines for preparing accessible materials are provided via [ADA Guidelines](https://www.soundtransit.org/get-to-know-us/our-brand/sound-transits-guide-to-creating-accessible-materials) (<https://www.soundtransit.org/get-to-know-us/our-brand/sound-transits-guide-to-creating-accessible-materials>).
- C. Electronic Submittal through Sound Transit Vendor Portal:
 1. Instructions on how to submit a Proposal electronically are available at [Vendor Registration Guide Electronic Submission PDF](https://www.soundtransit.org/sites/default/files/documents/vendor-registration-guide-electronic-submission.pdf) (<https://www.soundtransit.org/sites/default/files/documents/vendor-registration-guide-electronic-submission.pdf>).
 2. Proposals should be uploaded in .pdf format.
 3. Proposers shall assume full responsibility for ensuring electronic delivery of Proposals on or before the date and time specified in [Anticipated Schedule](#) of this RFP. Electronic submission cannot be completed in the Vendor Portal after the closing date and time. Therefore, Proposers should allow for sufficient time to complete the electronic submission by the date and time specified.
 4. Sound Transit is not responsible for any delays associated with the electronic submission of Proposals through the Sound Transit Vendor Portal.
- D. Sound Transit is not responsible for any costs associated with preparing or submitting a Proposal. Proposals become the property of Sound Transit upon submission.
- E. Sound Transit may reject late Proposals. Sound Transit also reserves the right to postpone the Proposal due date.

CONTENTS OF PROPOSAL

- A. Firms must submit Proposals meeting the following content requirements. Sound Transit reserves the right to request additional information from Proposers.
- B. NOTE: All pages of the Proposal must be numbered.

Responses to the Evaluation Criteria must be in the same order as in [Evaluation Criteria and Proposal Requirements, Paragraph F](#) below.

Cover Sheet	A cover sheet identifying the RFP No. 0135-23
Table of Contents	
Letter of Interest	An introductory letter of interest may contain relevant information about the firm. The letter should be no more than two pages and must include the firm’s legal name, State of Incorporation, UBI number, Federal Tax ID number, and Dun & Bradstreet number (DUNS number) if available. The letter should also identify a single point of contact for all communications related to the proposal and provide contact information.
Body of Proposal	The body of the proposal should address the evaluation criteria required in Evaluation Criteria and Proposal Requirements, Paragraph F and shall be no longer than 10 pages (5 sheets of letter-sized paper which are printed double-sided) (excluding required submittals and individual résumés).
Appendix – (These items will not be included as part of the page count for the Body of the Proposal.)	<ol style="list-style-type: none"> 1. Full Résumés for each key team member (if requested). 2. Any required certifications and/or licenses. 3. Required Proposal Forms shall be included as part of the Appendix. Failure to submit all the required forms may make a Proposal ineligible for award. Proposer shall use only the proposal forms in this RFP and may not modify or change any proposal form. 4. If proposing team is a joint venture, a copy of the joint venture agreement must be submitted.
Exceptions to Proposed Contract	Sound Transit will not accept alternative contracts to Exhibit A, [Proposed] Contract . Sound Transit reserves the right to negotiate minor exceptions with the top-ranked firm provided such minor exceptions are submitted with the proposal. Minor exceptions must provide proposed language, and reasons for the exception. If the Price included in the Proposal is dependent on the minor exceptions, the Proposer must also include, with the proposed language, the price that would be associated without the exceptions and a brief explanation for the difference.

EVALUATION CRITERIA AND PROPOSAL REQUIREMENTS

- A. The evaluation criteria in [Paragraph F](#) below will be used in evaluating Proposals. Submittal requirements are also described under Paragraph F.
- B. After proposals are received, Sound Transit may, at any point in the evaluation process, advise proposers of the weaknesses and deficiencies of their proposal and request clarifications, revised proposals and/or Best and Final Offers (BAFOs). If interviews are conducted, the proposers will be asked to offer revised proposals following the interviews so that all discussion from the interviews may be captured in the revised proposal. Interviews will not be evaluated separately. Proposers choosing not to submit a revised proposal will not have the opportunity to improve their scoring or strengthen their proposal. Revised proposals or BAFOs shall be evaluated upon the same evaluation criteria described in Paragraph F. Sound Transit reserves the right to proceed directly to negotiations with the highest ranked proposer immediately following the initial submission and evaluation of proposals.

- C. Sound Transit will select the Proposal that Sound Transit believes best meets the evaluation criteria in the best interests of Sound Transit. Final selection, if any, will be made on a “best value” basis. If Sound Transit is unable to negotiate a satisfactory contract with the highest ranked proposer, the next highest ranked proposer may be contacted for contract negotiation. This method may continue, in the discretion of Sound Transit, until a contract is successfully negotiated or until all proposals are rejected.
- D. Sound Transit reserves the right to contact the project references and utilize the past performance information at any time during the evaluation process in the sole discretion of Sound Transit. Sound Transit may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for Sound Transit.
- E. Final approval and award of a contract resulting from this RFP is subject to policies established by the Sound Transit Board of Directors.
- F. Evaluation Criteria:
 Proposals will be evaluated using the following criteria. The criteria are listed in relative order of importance.

Evaluation Criterion 1	Performance Capability
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Proposer shall clearly demonstrate its history and ability to provide the experience, skills and knowledge necessary to accomplish the Scope of Work. Recent experience of the firm and staff designated for this project, as well as successful completion of similar executive recruitments will be a material consideration.

Include information such as firm’s past record of performance on contracts, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, participation of DBEs and/or Small Businesses, and compliance with Equal Employment Opportunity (EEO) laws and a commitment to providing a diverse slate of candidates.

Sound Transit reserves the right to contact references and utilize the past performance information at any time during the evaluation process in the sole discretion of Sound Transit.

Sound Transit may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for Sound Transit.

Submittal Requirements

- 1. Provide a brief description of your firm (or joint venture), including but not limited to: home and branch office information; date established; former name(s); type of ownership or legal structure; general description of services provided and type of clients served; personnel to be assigned to this contract (name and role).
- 2. Provide brief résumé(s) of the key personnel who will provide the requested services.
 - a. Full, one-page résumés may be attached to the Appendix.
 - b. Any relevant certifications and/or licenses may also be attached to the Appendix.
- 3. Provide a representative list of similar services provided by your firm in assisting other organizations to successfully fill various levels and types of positions, including but not limited to:
 - a. Name of organization, location, and contact (name and title, phone number, email).
 - b. Brief description of services provided, including but not limited to: title of position(s) filled utilizing firm’s recruitment services; length of recruitment search; fees.

4. Provide at least three (3) client references, preferably from other transit/transportation agencies or public bodies, for which your firm has provided a successful executive recruitment search.
 - a. References must not be from any party with any special interest (financial or otherwise) in your firm.
5. Provide any additional information that demonstrates the firm’s and key personnel’s capability to perform the services specified herein.

Evaluation Criterion 2	Recruitment Strategy
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Discuss your firm’s recruitment strategy and process for recruiting for various disciplines and hard-to-fill positions, including demonstrated capability to develop innovative recruitment strategies to attract high-quality, diverse candidates to meet the needs of the organization’s niche specialization and technical qualifications.

Submittal Requirements

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

1. Provide a discussion of the recruitment strategy/process your firm will follow. This may include using industry contacts, research, social media campaigns, Boolean searches, cold calling, networks, and other relevant approaches and information.
2. Include information that demonstrates your firm’s commitment and ability to help Sound Transit create and maintain a workforce that reflects the diversity of our community.

Evaluation Criterion 3	Fees
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Fees shall be quoted as a percentage of the base annual salary of the hired candidate(s). Sound Transit is not obligated to take the submittal with the lowest percentage fee but may accept the submittal that Sound Transit determines to provide the greatest overall value to Sound Transit based upon the totality of these Evaluations.

Fees entered on Proposal Form No. 1 must be fully burdened (all-inclusive fee which includes direct hourly rates, direct costs, overhead, and profit). No other direct or indirect costs, including travel, will be paid by Sound Transit without prior approval by Sound Transit.

With prior written approval, Sound Transit may pay for candidate travel to and from interview(s). See Paragraph D, Fees of Exhibit A [Proposed] Contract for additional information.

Submittal Requirements

1. Complete and submit Proposal Form No. 1 - Fees as contained in this RFP.

Evaluation Criterion 6	Equal Employment Opportunity (EEO) Commitment
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Sound Transit is committed to building an Agency-wide culture of inclusion, with a focus on equity in policies and practices. As an equal opportunity employer and a recipient of federal funding; Sound Transit, our partner agencies, consultants, subconsultants, subrecipients and vendors are mandated to comply with the Federal Transit Administration’s guidance regarding Equal Employment Opportunity laws. The Proposer shall demonstrate past and current commitment to Equal Employment Opportunity, and partnerships with firms that employ a workforce that draws from all highly qualified and diverse citizens.

<p>1.a. Firm practices (15 points)</p>	<p>Describe the efforts your firm makes to ensure that it provides equal employment opportunities to all persons without regard to race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability, or veteran status.</p>
<p>1.b. Firm practices (15 points)</p>	<p>Describe the Proposer's experience and approach in ensuring diversity and inclusion on project teams with scopes of work or size and duration comparable to this Scope of Work.</p> <p>If Proposer has no employees, discuss the ways that he/she has been able to successfully create and/or work with a diverse and inclusive project team.</p>
<p>2. Project specific practices (20 points)</p>	<p>Sound Transit is interested in the measures the Proposer has or will initiate to ensure participation of people of color, women and persons with disabilities.</p> <p>Explain the process that will be used to fill positions (now and future) to be inclusive of these individuals on the proposed team during the term of the Contract.</p>
<p>3. Submittal Requirements (Condition for Award)</p> <p>Accordingly, each Proposer will complete and submit the following information. Subsection 3 'Submittal Requirements' is considered a condition for award.</p>	
<p>3.a. Statement of Policy</p>	<p>Provide a Statement of Policy signed and dated by the chief executive officer or the general manager. This is the Proposer's commitment of non-discrimination against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status. It is to be placed in conspicuous locations and available to employees, applicants for employment and the general public.</p>
<p>3.b. Proposer EEO point of contact</p>	<p>Provide the name of the individual, title, phone number, and email address of who will be responsible for overseeing adherence to the EEO laws and policies, and who will ensure that employment actions regarding staffing and managing the work will be carried out in a nondiscriminatory manner.</p>
<p>3.c. Staffing Plan (Project Specific)</p>	<p>Proposer shall complete and submit Staffing Plan(s) for performance of the work.</p> <p>Staffing Plan(s) shall include, but are not limited to, the following:</p> <p>A project profile breakdown by race or ethnicity, gender, disability and other relevant demographic information of the individuals identified on the</p>

	<p>project team, consistent with other information provided in the RFP. The Demographic Chart template provided at the end of this criteria contains the minimum required information for this submission.</p> <p>Identify the firms from which those positions are affiliated, if other than the Proposer;</p> <p>Identify open positions (now and future) to be filled by Proposer or affiliated firms.</p>
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Staffing Plan Demographic Chart template (minimum required information):

	WHITE	AMERICAN INDIAN	BLACK	HISPANIC/ LATINO	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER	TWO OR MORE RACES
MALE							
FEMALE							
OTHER							

PROPOSAL EVALUATION AND CONTRACT AWARD

- A. Sound Transit reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities. At Sound Transit’s discretion, pages that exceed the specified page limit may be removed from the proposal and only those pages within the specified limit will be forwarded for evaluation. Sound Transit reserves the right to take other action, as necessary. Proposers must propose on all items on Proposal Form No. 1, Price Form, in order to be eligible for award.
- B. Sound Transit reserves the right to establish a subcommittee of the evaluation panel to perform an initial evaluation of proposals against published evaluation criteria to determine which proposals are to proceed to full evaluation panel review. Such evaluation approach may be implemented should more than ten proposals be received.
- C. Responsibility: Sound Transit reserves the right to investigate the qualifications of all proposers and to confirm any part of the information furnished by a proposer, and/or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the Scope of Work.
- D. Debriefings. Proposers may request a debriefing after Sound Transit has issued its Notice of Intent to Award. Debriefings shall be limited to the debriefed Proposers scores, strengths and weaknesses of its proposal, and answers to questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposers submittal with the other submittals.
- E. Protests and Appeals. Sound Transit’s protest procedure is available at [Procurement and Contracts Protest Appeal Requirements PDF](https://www.soundtransit.org/sites/default/files/documents/procurement-contracts-protest-appeal-requirements.pdf) (https://www.soundtransit.org/sites/default/files/documents/procurement-contracts-protest-appeal-requirements.pdf). Before submitting a protest, the Proposer shall ensure it has the most current copy of Sound Transit’s written Protest Procedure.
- F. Multiple Awards. Sound Transit reserves the right to award multiple and/or partial contracts as a result of this solicitation.

PUBLIC DISCLOSURE

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

INSURANCE

Sound Transit has established insurance requirements as set forth in [Section M of Exhibit A, \[Proposed\] Contract](#). The proposer to whom Sound Transit awards this Contract shall file with Sound Transit evidences of and certificates of insurance from insurer(s) certifying to the coverage of all insurance required herein. Questions regarding the insurance requirements should submit those questions in compliance with [Requests for Information](#).

DATA SECURITY AND CONFIDENTIALITY

Sound Transit has established data security and confidentiality requirements as set forth in the section titled [Data Security and Confidentiality of Exhibit A, \[Proposed\] Contract](#). Any proposer having questions about the data security and confidentiality requirements should submit those questions in compliance with [Requests for Information](#).

END OF SECTION ONE

SECTION TWO PROPOSAL FORMS

PROPOSAL FORM NO. 1 FEES

A percentage fee of the annual base salary of hired candidate(s) shall be proposed and will be evaluated. A percentage fee as indicated must be offered for each item below.

The percentage fees will be fully-burdened (all-inclusive fee which includes direct hourly rates, direct costs, overhead, and profit). All fees shall remain firm and fixed for the entire duration of the contract. No other direct or indirect costs, including travel, will be paid by Sound Transit without prior approval by Sound Transit.

Firm agrees that, if it is awarded this Contract, Firm will be entitled to payment only for actual services performed.

<p>The prices below include any cost for the required insurance coverage under Section Three, Exhibit A, Paragraph M – Insurance Requirements.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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Having carefully examined the Contract Documents for this solicitation, Proposer offers to provide the services identified in the Contract Documents for the prices set forth below:

SCHEDULE A – Recruitment Fee		
Item	Description	Fee: Percentage of Annual Base Salary of each hired candidate
A1	Recruitment for Mega Capital Project Delivery Officer	%

SCHEDULE B – Other / Reduced Fees		
Item	Description	Fee: Percentage of Annual Base Salary of each hired candidate
B1	Recruitment – Reduced Fee ¹	%
B2	Recruitment of candidate(s) not selected for role – Finder’s Fee ²	%

SCHEDULE C – Optional Recruitment Fee		
Item	Description	Fee: Percentage of Annual Base Salary of each hired candidate
C1	Recruitment for Deputy Position(s)	%

¹ If the final candidate does not maintain employment during their second year, Firm will offer a reduced fee to conduct a new recruitment.

² If Sound Transit employs candidates not selected for the CEO role but other roles at the Agency during the 12 months after the CEO search concludes, Firm will offer a reduced finder’s fee.



SCHEDULE D – Optional Other / Reduced Fees		
Item	Description	Fee: Percentage of Annual Base Salary of each hired candidate
D1	Recruitment – Reduced Fee ³	%
D2	Recruitment of candidate(s) not selected for role – Finder's Fee ⁴	%

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

Signed this [Day] day of [Month], 20[23]

Firm _____

Address _____ City/Zip: _____

Telephone _____ Fax No.: _____

Email Address _____

By: _____ (Signature) _____ (Print Name)

Title: _____

State of Washington Consultant Registration No.
(if applicable) _____

State of Washington Unified Business Identifier No. _____

Employment Security Department No. _____

END OF PROPOSAL FORM 1 - FEES

³ If the final candidate does not maintain employment during their second year, Firm will offer a reduced fee to conduct a new recruitment.

⁴ If Sound Transit employs candidates not selected for the CEO role but other roles at the Agency during the 12 months after the CEO search concludes, Firm will offer a reduced finder's fee.

PROPOSAL FORM NO. 2 CERTIFICATION REGARDING CONFLICT OF INTEREST

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

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

DATE _____

AUTHORIZED SIGNATURE: _____

TITLE _____

PROPOSER/COMPANY NAME: _____

OR

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

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

Nature of potential conflict of interest

Proposed Remedy:

DATE _____

AUTHORIZED SIGNATURE: _____

TITLE _____

PROPOSER/COMPANY NAME: _____

SECTION THREE EXHIBITS

EXHIBIT A [PROPOSED] CONTRACT

CONTRACT No. RTA/RP 0135-23

Recruitment for Mega Capital Project Delivery Officer

This contract is made on _____ between Sound Transit and [Consultant Name] (the "Consultant"), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

A. TERM

All goods or services to be provided pursuant to the authority of this contract shall be bound by the terms, conditions, prices and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this contract or any extension thereof.

The term of this contract will be effective upon the date of contract execution until final acceptance of the work by Sound Transit's Project Manager or other designated individual, subject to the Termination provisions of [paragraph N of this Contract](#). Fees shall remain firm-fixed during the term.

B. SCOPE OF WORK

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

Consultant shall perform work or sell products only as permitted within the contract scope and shall not accept orders or provide services not within the contract scope.

C. EXTRA WORK

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

D. ERRORS AND OMISSIONS; DUTY TO CORRECT

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

E. FEES

Services shall be billed at the fees delineated in Proposal Form No. 1 Fees. Total compensation shall not exceed \$[Amount]. Sound Transit is not liable for any compensation to the Consultant in excess of the contract amount unless otherwise approved and agreed in writing by Sound Transit. Consultant will be compensated upon Sound Transit's acceptance of the deliverable(s) for each task/item as delineated in the Scope of Work.

Fees may be billed as follows:

- One third of the percentage fee may be invoiced after Consultant provides approved search strategy, project schedule, recruitment and selection plan and approved selection criteria.
- One third of the percentage fee may be invoiced after final interviews are scheduled with finalists.
- Remaining balance of the percentage fee may be invoiced after Sound Transit makes an offer to a candidate presented by Consultant, Sound Transit's offer is accepted by the candidate and the candidate holds the position for at least 30 days.

With prior written approval, Sound Transit may pay for candidate travel to and from interview(s). Travel costs including transportation, lodging, subsistence and incidental expenses must be approved in advance by Sound Transit and supported by itemized receipts, logs, expense reports, etc.

Reimbursement for meals and lodging will not exceed the per diem rates for Washington State as established by the General Services Administration, Transportation Management Policy Division of the Federal Government (<http://www.gsa.gov/portal/content/104877>). Meals reimbursed at per diem rates do not require receipts.

Air travel must be by coach class at the lowest price available.

F. PAYMENT / INVOICES

1. For work performed by the Consultant, payment will be net 30 days following receipt of a properly completed invoice. The Invoice must include the Purchase Order number, be fully itemized, and sent electronically to:

Accountspayable@soundtransit.org

2. Incorrect invoices or invoices without the Purchase Order number will be returned to Consultant. The name on the invoice and the remit to name must match the name on the Contract/Purchase Order.
3. Sound Transit is exempt from Federal excise taxes.

G. PROMPT PAYMENT PROVISION

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

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

H. NOTICE

Notices shall be transmitted electronically to:

Sound Transit:	Consultant:	[Firm Name]
Attn: Erin Buch	Attn:	[Name]
Sr. Contracts Specialist		[Title]
erin.buch@soundtransit.org		[E-mail]

Notices will be effective upon the earlier of (i) acknowledgement of receipt by the individual identified above or (ii) next business day after emailing to the address above.

I. CONSULTANT EMPLOYEES

Consultant will ensure that its employees assigned to this contract are properly licensed, trained and/or skilled. Consultant must replace any employee who, in the reasonable opinion of Sound Transit, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Consultant staff members and subconsultants working on this contract are required to comply with applicable Sound Transit resolutions and policies. The Consultant will not transfer or reassign any individual designated below as essential to the work, without the express written consent of Sound Transit.

Name	Title:
[Name]	[Title]
[Name]	[Title]
[Name]	[Title]

J. DIVERSITY PROGRAM REQUIREMENTS

1. Sound Transit is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with Sound Transit's policies, procedures and guiding principles for employment and consulting.
2. The Consultant shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, equal employment and affirmative action, including but not limited to the Washington State "law against discrimination", Chapter 49.60 RCW.
3. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Contract and shall afford equal, non-discriminatory opportunities to potential joint venture partners, subconsultants, subcontractors and suppliers.
4. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, discriminate against any employee or applicant for employment. The Consultant shall make efforts to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.
5. The Consultant shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Contract. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms and other pertinent data and records to demonstrate compliance with its EEO obligations under this Contract. The Consultant shall permit reasonable access by Sound Transit to such records. The Consultant shall provide periodic reports concerning its efforts related to EEO, when such reports are requested by Sound Transit.

K. NOT USED

L. PROHIBITED INTERESTS

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

M. INSURANCE REQUIREMENT

1. **Description**

- a. Except as otherwise specified, the Consultant, shall at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set below.
- b. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.
- c. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- d. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

2. **Insurance Coverages**

- a. **Commercial General Liability:** Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to Sound Transit, with limits of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate, with \$2,000,000 products and completed operations coverage.
- b. **Commercial Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 combined single limit.

Such liability insurance, identified in 2.a and 2.b above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work, including completed operations, under this Contract.

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

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

- d. **Professional Liability:** This Contract includes "professional services". The Consultant shall maintain the appropriate Professional Liability insurance, with limits of liability of at least \$1,000,000 per claim, for damages sustained by

reason of or in the course of operations under this Contract, whether occurring by reason of acts failing to meet the standard of care required by this Contract, negligent acts, errors, or omissions of the Consultant.

- e. **Other Insurance:** Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the scope of work evaluated by Sound Transit. The costs of which shall be borne by consulting parties as mutually agreed.

3. General Provisions

- a. **Certificates and Policies:** Prior to commencement of Work for this Contract, the Consultant shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference Sound Transit's contract number, RTA/RP 0135-23 and title, Recruitment for Mega Capital Project Delivery Officer.** The Consultant will provide 30 calendar days' advance written notice to Sound Transit in the event the Consultant's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Consultant from insurance obligations hereunder.
- b. Taking into account the scope of work and services to be performed by a subconsultant and/or subcontractor, the Consultant shall prudently determine whether, and in what amounts, each subconsultant and/or subcontractor shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subconsultants and/or subconsultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.
- c. Consultant's insurance for General Liability, Automobile Liability and Railroad Protective Liability (if applicable) shall be primary as respects Sound Transit, and any other insurance maintained by Sound Transit shall be excess and not contributing insurance with the Consultant's insurance.
- d. The Consultant and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against Sound Transit. The Consultant and its insurers also waive their right of subrogation against Sound Transit for loss of their owned or leased property or property under their care, custody and control.
- e. The Consultant shall provide Sound Transit with a Certificate of Insurance and endorsements to comply with the insurance requirements in this Contract, including, but not limited to, the Additional Insured Endorsement(s) required in 2.a and 2.b above, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement and any other endorsements.
- f. No provision in this Section shall be construed to limit the liability of the Consultant for work not done in accordance with the Contract, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.
- g. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.

4. **Claims Management**

The Consultant agrees to the following claims management terms and conditions. The Consultant further agrees to include the following terms and conditions in its contract with its Subconsultants and require its Consultant to comply with the following provisions.

- a. The Consultant, after award of a Sound Transit contract, shall provide the names, titles, addresses, telephone numbers, and email addresses of the individual(s) employed by Consultant who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between Sound Transit Risk Management Division and the Consultant and its Subconsultants. If the individual(s) change, Consultant shall notify Sound Transit Risk Management Division of the replacement.
- b. Consultant shall provide written notice of any incident involving bodily injury and/or property damage to Sound Transit. An "incident" is defined as any event or occurrence involving bodily injury or property damage that may give rise to an insurance claim. Incidents include those involving serious bodily injury, hospitalization, death, or property damage.
- c. Consultant's written notice to Sound Transit of any incident or claim shall include the following information:
 - 1) A description of the incident, including any bodily injuries or property damage,
 - 2) The names of anyone injured and/or whose property was damaged,
 - 3) The names and contact information of any insurance company(ies) who may provide insurance coverage related to any aspect of the incident,
 - 4) Policy number(s), claim numbers(s), and policy(ies) effective dates, and
 - 5) A copy of any written Acknowledgement of Claim Receipt issued by any applicable insurance company(ies).

If some information requested above is not available at the time of the initial report, the Consultant shall provide the missing information to Sound Transit as soon as it is available.

- d. If Sound Transit receives a claim from a Third Party related to the project, Sound Transit will tender such claim to the Consultant through the established claim management process for handling and resolution. Upon receipt of a Third Party claim from Sound Transit, the Consultant shall acknowledge in writing to Sound Transit that:
 - 1) The Consultant received and accepts Sound Transit's claim tender.
 - 2) The Consultant shall notify its Commercial General Liability insurance company and any other applicable insurance company (ies) of the claim as per Sound Transit insurance requirements that Sound Transit is named as Additional Insured, under the Commercial General Liability policy and as stipulated in the contract between Sound Transit and the consultant.
 - 3) The Consultant shall provide Sound Transit with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies).

- 4) The Consultant and its insurance company(ies) shall indemnify and defend Sound Transit, as an Additional Insured, against any/all claims related to the project.
 - 5) The Consultant's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition and claim resolution for either denial or settlement.
 - 6) The Consultant shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgements, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.
- e. Consultant shall provide to Sound Transit quarterly status reports on all open and closed claims related to the project that implicates Sound Transit. The report shall include the assigned adjusters, policy numbers, claim numbers and at least the following:
- 1) A description of the claim handling activities during the quarter,
 - 2) Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),
 - 3) A description of the next steps in the claims adjusting process,
 - 4) A description of the disposition and resolution of any claim, and
 - 5) Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

Consultant shall notify Sound Transit of their final resolution, or the applicable insurance company's(ies') final resolution, any/all claims related to the project, which Sound Transit Risk Management can review and document as a formal notification from the consultant, or its insurance company(ies) that the claims has been fully dispositioned and closed.

N. TERMINATION

1. Termination for Default

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

2. Termination for Convenience

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

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

O. INDEMNIFICATION AND HOLD HARMLESS

1. The Consultant must comply with all applicable federal, state and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this contract.
2. Consultant and its subconsultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of Sound Transit.
3. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to Sound Transit), and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, consultants, and employees, (collectively “the Indemnified Parties”) from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys’ fees, expert witnesses’ fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant’s performance of this contract or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this contract are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

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

4. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.
5. The foregoing indemnities and duties to defend shall survive the termination of this contract and final payment hereunder.
6. The Consultant may not assign any interest, obligation, or benefit in this contract or transfer any interest in the same without prior written consent by Sound Transit.

P. INTELLECTUAL PROPERTY AND WORK PRODUCT

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

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

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

Q. AUDIT AND ACCESS TO RECORDS

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

R. RECYCLED PRODUCTS

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

S. PRIVACY ACT

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

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

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

T. CHANGES IN GOVERNMENTAL REGULATIONS

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of submittal of Proposals, and such laws or regulations make standards more stringent or compliance more costly under this contract, the Consultant must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.
2. Sound Transit will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of [Paragraph B, Scope of Work](#).
3. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.

4. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Consultant's performance less expensive, or less difficult, then Sound Transit will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. Sound Transit will give the Consultant notice of Sound Transit's determination, and anticipated savings.

U. NOT USED

V. FORCE MAJEURE

Consultant will not be responsible for delays in delivery of the Work due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transportation shortages, provided Consultant notifies the Project Manager immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Work will be extended for a period equal to the time lost due to the reason for delay.

W. COOPERATIVE PURCHASING

Pursuant to the Washington State Interlocal Cooperative Act RCW 39.34.080, other governmental agencies consulting with Sound Transit may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein.

X. DISCLOSURE OF RECORDS

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

Y. NOT USED

Z. ENVIRONMENTAL COMPLIANCE AND SUSTAINABILITY

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental and sustainability management system (ESMS) certified under the International Standards Organization (ISO) 14001. Sound Transit is committed to protecting the environment for present and future generations. The intent of the environmental policy is to:

1. Comply with all environmental laws and regulations.
2. Restore the environment by providing mitigation and corrective actions, and ensure that environmental commitments are implemented.

3. Avoid environmental degradation by minimizing releases to air, water and land.
4. Build relationships with consultants, vendors, consultants and transit partners during planning, design, construction and operation to protect and enhance the environment.
5. Maintain an ESMS with environmental objectives and targets that are measurable meaningful and understandable.

Sound Transit consultants shall adhere to this policy by working proactively with Sound Transit to implement commitments and minimize environmental impacts.

To view the complete environmental policy, see: [Sound Transit Environmental Policy PDF](https://www.soundtransit.org/sites/default/files/documents/pdf/about/environment/environmental-policy.pdf) (https://www.soundtransit.org/sites/default/files/documents/pdf/about/environment/environmental-policy.pdf).

AA. NOT USED

BB. NOT USED

CC. HEALTH & SAFETY REQUIREMENTS

When onsite, Consultant will follow established and posted health and safety guidelines and requirements.

DD. DATA SECURITY AND CONFIDENTIALITY

1. DEFINITIONS: Capitalized terms used herein shall have the meanings set forth in this Section.
 - a. **“Authorized Employees”** means the Consultant’s employees who have a need to know or otherwise access Sound Transit Information to enable the Consultant to perform its obligations under this Contract.
 - b. **“Authorized Persons”** means (i) Authorized Employees; and (ii) the Consultant’s consultants, agents, outsourcers, and auditors who have a need to know or otherwise access Sound Transit Information to enable the Consultant to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Sound Transit Information in accordance with the terms and conditions of this Contract.
 - c. **“Confidential Information”** means information or data intended to be held in confidence or kept in secret, it includes any data classified by Sound Transit as Restricted or Sensitive.
 - d. **“Highly-Sensitive Personal Information”** means an (i) individual’s government-issued identification number (including social security number, driver’s license number, state-issued identified number, or passport number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account.
 - e. **“Personal Information”** means information provided to the Consultant by or at the direction of Sound Transit, or to which access was provided to the Consultant by or at the direction of Sound Transit, in the course of the Consultant’s performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal

Information. Sound Transit's business contact information is not by itself deemed to be Personal Information.

- f. **"Sound Transit Information"** means information provided to the Consultant by or at the direction of Sound Transit, or to which access was provided to the Consultant by or at the direction of Sound Transit, in the course of the Consultant's performance under this Contract that includes any discreet or combination of the following: (i) Confidential Information; (ii) Highly-Sensitive Personal Information; (iii) Personal Information; and/or (iv) any information specifically created for Sound Transit or provided by Sound Transit that requires limited access or security safeguards.
- g. **"Security Breach"** means (i) any act or omission that compromises either the security, confidentiality, or integrity of Sensitive Information or the physical, technical, administrative, or organizational safeguards put in place by Consultant (or any Authorized Persons), or by Sound Transit should Consultant have access to Sound Transit's systems, that relate to the protection of the security, confidentiality, or integrity of Sensitive Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of Consultant (or any Authorized Persons) or a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Sensitive Information.

2. STANDARD OF CARE

- a. The Consultant acknowledges and agrees that, in the course of its engagement by Sound Transit, the Consultant may receive or have access to Sound Transit Information. The Consultant shall comply with the terms and conditions set forth in this Contract in its creation, collection, receipt, transmission, storage, disposal, use and disclosure of such Sound Transit Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Sound Transit Information under its control or in its possession by all Authorized Employees/Authorized Persons.
 - 1) The Consultant shall be responsible for, and remain liable to, Sound Transit for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Sound Transit Information as if they were the Consultant's own actions and omissions.
 - 2) Personal Information is deemed to be Confidential Information of Sound Transit and is not Confidential Information of the Consultant. In the event of a conflict or inconsistency between this Section and the confidentiality/compliance with laws sections of this Contract, the terms and conditions set forth in this Section shall govern and control.
- b. In recognition of the foregoing, the Consultant agrees and covenants that it shall:
 - 1) keep and maintain all Sound Transit Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - 2) not create, collect, receive, access, or use Sound Transit Information in violation of law;
 - 3) use and disclose Sound Transit Information solely and exclusively for the purposes for which the Sound Transit Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make

available Sound Transit Information for the Consultant's own purposes or for the benefit of anyone other than Sound Transit, in each case, without Sound Transit's prior written consent; and

- 4) not, directly or indirectly, disclose Sound Transit Information to any person other than its Authorized Employees/Authorized Persons, including any, subconsultants, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from Sound Transit unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, the Consultant shall (i) use best efforts to notify Sound Transit before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to Sound Transit for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Sound Transit Information as if they were the Consultant's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Sound Transit Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of Sound Transit Information.

3. INFORMATION SECURITY

- a. The Consultant represents and warrants that its creation, collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and Washington state privacy and data protection laws, as well as all other applicable regulations.
- b. Consultant agrees to complete Sound Transit's Vendor Risk Assessment (VRA) if requested by Sound Transit.
- c. At a minimum, the Consultant's safeguards for the protection of Sound Transit Information shall include:
 - 1) limiting access of Sound Transit Information to Authorized Employees/Authorized Persons;
 - 2) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - 3) implementing network, device application, database and platform security;
 - 4) securing information transmission, storage and disposal;
 - 5) implementing authentication and access controls within media, applications, operating systems and equipment;
 - 6) in a multi-tenant environment, Sound Transit Information must be logically or physically segmented such that data may be accessed for a single tenant only, without inadvertently accessing another tenant's data (e.g. using complex unique identifiers or different schemas for each tenant); and
 - 7) providing appropriate privacy and information security training to the Consultant's employees.

4. OVERSIGHT OF SECURITY COMPLIANCE

- a. Upon Sound Transit's written request, the Consultant shall promptly and accurately complete Sound Transit's Sound Transit's Vendor Risk Assessment

(VRA) regarding the Consultant's business practices and information technology environment in relation to Sound Transit and its employees' data being handled and/or services being provided by the Consultant to Sound Transit pursuant to this Contract. The Consultant shall fully cooperate with such inquiries. Sound Transit shall treat the information provided by the Consultant in the security questionnaire as the Consultant's Confidential Information. In the event, material security deficiencies are identified as a result of the VRA, the Consultant may be required to remedy identified deficiencies.

- b. Upon Sound Transit's written request, to confirm Consultant's compliance with this Contract, as well as any applicable laws, regulations, and industry standards, Consultant grants Sound Transit or, upon Sound Transit's election, a third party on Sound Transit's behalf, permission to perform an assessment, audit, examination, or review of all controls in Consultant's physical and/or technical environment in relation to all Confidential Information being handled and/or services being provided to Sound Transit pursuant to this Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Confidential Information for Sound Transit pursuant to this Contract. In addition, upon Sound Transit's written request, Consultant shall provide Sound Transit with the results of any audit by or on behalf of Consultant performed that assesses the effectiveness of Consultant's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Contract.
- c. Additionally, upon Sound Transit's written request, the Consultant shall make available to Sound Transit for review all of the following, as applicable: the Consultant's WebTrust, Systrust, and Statement on Standards for Attestation Engagements (SSAE) No. 18 audit reports for Reporting on Controls at a Service Organization and any reports relating to its ISO/ICE 27001 certification. Sound Transit shall treat such audit reports as the Consultant's Confidential Information under this Contract. Any exceptions noted on the SSAE report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by the Consultant's management.

EE. RIGHT TO BARGAIN

Consultant will respect the right of employees to bargain collectively. Consultant will also commit to remain neutral in labor organizing drives.

FF. CONSULTANT EXPECTATIONS

The Consultant will be aware of and will respect Sound Transit values of: Collaboration, Passenger Focus, Inclusion & Respect, Safety, Integrity, and Quality. (for more information see: [Sound Transit Culture & Values](https://www.soundtransit.org/get-to-know-us/jobs/culture-values) (<https://www.soundtransit.org/get-to-know-us/jobs/culture-values>))

We want to emphasize Inclusion & Respect, which Sound Transit defines as: We foster a culture where everyone is treated fairly and where diverse perspectives are welcomed and every voice is heard.

The Consultant will use inclusive and respectful language and practices during their interactions with Sound Transit and the communities we serve.

GG. NOT USED

HH. HUMAN TRAFFICKING

Consultant acknowledges Sound Transit is opposed to human trafficking and is aware of and has read the requirements of Sound Transit Agency Policy 2100, which prohibits the use of Sound Transit resources in any activities that promote or enable human trafficking.

II. MISCELLANEOUS PROVISIONS

1. Modifications: Modification of this contract must be in writing signed by both parties.
2. Remedies Cumulative: Rights under this contract are cumulative and nonexclusive of any other remedy at law or in equity.
3. Severability: If any term or provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract will not be affected thereby, and each term and provision of this contract will be valid and enforceable to the fullest extent permitted by law.
4. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
5. Entire Contract: This document, along with any exhibits and attachments, constitutes the entire contract between the parties with respect to the Work.
6. Negotiated Contract: The parties acknowledge that this is a negotiated contract, that they have had the opportunity to have this contract reviewed by their respective legal counsel, and that the terms and conditions of this contract are not to be construed against any party on the basis of such party's draftsmanship thereof.
7. Governing Law/Venue: The laws of the State of Washington shall govern the interpretation of this Contract or any disputes arising out of it, and the jurisdiction and venue of any action relating hereto shall be in the Superior Court for King County, Washington.
8. The person signing this contract is authorized to sign this contract on behalf of the Consultant.

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

Consultant	[Consultant Name]
Signature	
Name	
Title	
Date	

Sound Transit	Central Puget Sound Regional Transit Authority
Signature	
Name	
Title	
Date	

Approved as to Form:	
Signature	
Name	Diana McDougale
Title	Legal Counsel

Attachment A Scope of Work

[Final Scope of Work will be inserted at time of contract preparation]

EXHIBIT B SCOPE OF WORK

GENERAL

Sound Transit plans, builds, and operates express bus, light rail and commuter rail services in the Puget Sound region. The Sound Transit District is home to 52 cities and more than 40% of Washington State's population.

Just like our region, Sound Transit is in a period of growth and expansion. As our capital program continues, we will be able to connect more people to more places with Link light rail, Sounder commuter rail, ST Express buses, and Stride bus rapid transit. Our voter-approved plan includes 116 miles of light rail track and 80 stations. The network will extend in all directions to form a transit spine for the Puget Sound.

The initial phase of the regional mass transit system, called Sound Move, was approved by voters in 1996. The second phase, Sound Transit 2 (ST2), was approved in 2008. Under these plans, the regional light rail system will more than double in length from just over 20 miles today to over 50 miles by 2023. Service is also increasing on the 83-mile Sounder commuter rail line from Everett to Lakewood, and ST Express buses continue to serve major highways in the region.

In response, Sound Transit 3 (ST3) provides the next phase of high-capacity transit improvements for central Puget Sound. With the passage of this \$54 billion ballot measure, the light rail system will more than double again to 116 miles with over 80 stations. Explore the [System Expansion map](#) to learn more about our capital program. Over the next two decades, we will continue to design, construct, operate and maintain an additional five light rail lines with 83 stations, spanning 116 miles. Expansion of Sounder commuter rail will include longer trains, additional trips and an extension to Tillicum and DuPont. Link light rail will extend to Ballard, West Seattle, Tacoma Dome, Everett, Issaquah and Kirkland, and Tacoma Community College. Three new Stride bus rapid transit lines will run 45 miles from Lynnwood–Bellevue (S2 Line), Bellevue–Burien (S1 Line), and Bothell–Shoreline (S3 Line), connecting to light rail in Lynnwood, Bellevue, and Tukwila.

As Sound Transit continues to implement our ST2 and ST3 regional transit plan the Agency is generating billions of dollars in new design and construction contracts for the Puget Sound region. In addition to utilizing the traditional design Bid-Build-Delivery method, Sound Transit is authorized by the State to utilize standard GC/CM, Heavy Civil GC/CM, Design Build and Progressive Design Build delivery methods.

Our Mission and Vision:

Our mission of “connecting more people to more places to make life better and create equitable opportunities for all” is what drives us forward every day. Our vision of “transforming the Central Puget Sound by making our transit service as iconic as the Space Needle and Mount Rainer” is how we will get there. We are a group of passionate, collaborative, mission-driven individuals who are all working together to reach that goal.

Our Culture of Values, Inclusion and Diversity:

Our [values](#) are not just a set of meaningless words printed on a poster. They direct how we behave: collaboration, passenger focus, inclusion & respect, safety, integrity and quality are embedded in our culture. We are also fiercely committed to an inclusive and diverse workplace because we believe that every person has value, every voice should be heard, and everyone should be able to bring their authentic voice to be their best self to do their best work. We are on our journey of becoming an Anti-Racist organization by creating a workplace that celebrates our values, inclusion and diversity and not only makes us a better agency, it makes us better people.

Our People Make Us Great

Our most valuable asset is not the systems we build or the vehicles we operate. It is our people. They are the heartbeat of the agency, and we are proud to have some the best in the industry. Diversity and inclusion is at the heart of everything we do. Our Employee Resource Groups recognizes and celebrates the diverse cultures that make up our agency and our region. They are where we can share our experiences, celebrate our heritage and backgrounds, and lift each other up to succeed. We are united by our mission, driven by our values, and committed to growing and sustaining a diverse workforce, inclusive culture, and equitable work environment. Visit our [LinkedIn page](#) to learn more about our culture.

SCOPE OF SERVICES

The executive search consultant shall assist the Sound Transit CEO (or designee) in recruiting and selecting a Mega Capital Project Delivery Officer. See the sample position description at the end of this Scope of Work.

The Consultant shall:

- A. Assist in the creation of job description for stated positions.
- B. Conduct an international, national, statewide, and regional search to identify well-qualified and motivated candidates. Please note: international candidates must be able to legally work in the US without sponsorship from Sound Transit.
- C. Conduct a search focused on all eligible candidates, paying particular attention to the "passive job seekers," to present a diverse, qualified slate of candidates. The search strategy shall be agreed upon by Sound Transit's Selection Committee and supported by the Chief Human Resources Officer (CHRO) and other appropriate agency staff.
- D. Develop selection criteria as well as a recruitment and selection plan based on interviews with the Sound Transit's Selection Committee and any other community members the Selection Committee wishes to receive input from for this process. The selection criteria will serve as the benchmark of what candidates will be measured against. It includes items from the job description, such as experiences, competencies and mission critical skills, and the characteristics and culture attributes that individuals will need to succeed in the position. Additional sourcing information such as the opportunities and challenges facing this new senior leadership role will also need to be gathered.
- E. Thoroughly advertise, outreach, and conduct a recruitment for a diverse pool of potential candidates, interview, screen and evaluate interested applicants. Such evaluations shall include in-depth interviews in person/virtual venue, appropriate preliminary inquiries into references and background, and careful assessment of each candidate's strengths and weaknesses against the specifications for the position. The consultant shall provide the CEO and CHRO with the unfiltered results of thorough reference and background checks for candidates.
- F. Recommend a diverse, short list of 3-10 candidates most qualified and competitive to the CEO for interview. Such recommendations shall include a factual evaluation of each candidate.
- G. Build a candidate pool that represents the diversity of Sound Transit and our community, observe the principles of equal opportunity in employment and avoid unlawful discrimination against qualified candidates. Comply with all state, local and federal laws related to fair hiring practices, including with Sound Transit's HR and other policies, rules, and procedures related to recruitment.
- H. Keep the CEO and CHRO apprised by providing ongoing progress reports, which may be used to update Sound Transit's Board members, that include the market response to the search, any obstacles to identifying or attracting candidates, and the adherence to the project schedule.

- I. Coordinate interviews of finalists through the assigned agency staff and consider input from other interested parties as identified by the CEO. The consultant will keep candidate information private.
- J. Advise the CEO and CHRO on interview processes that would achieve the best results for Sound Transit.
- K. Once a final candidate has been selected, work with the CEO and CHRO to develop an offer of employment.
- L. If the final candidate(s) do(es) not accept the job offer or do(es) not maintain employment with Sound Transit for at least one year, the Consultant shall engage in the above steps and conduct a second recruitment without further charge to Sound Transit. If the final candidate does not maintain employment during their second year, the Consultant will engage in the above steps for a reduced fee.
- M. If Sound Transit employs candidates not selected for these roles but other roles at the Agency during the 12 months after the search concludes, the Consultant will offer a reduced 'finder's fee.'
- N. Optional future executive searches may need to be conducted once the Mega Capital Project Delivery Officer has been hired and may seek to re-organize their organization. It is anticipated that that one or two deputy positions, reporting to the Mega Capital Project Delivery Officer, may be requested within this Contract for additional recruitment services. The same fees as contained in Proposal Form No. 1 are applicable to the deputy positions. Sound Transit reserves the right to request additional optional recruitment searches in support of any resulting re-organizing.

DELIVERABLES AND ANTICIPATED SCHEDULE

The Consultant shall provide the following deliverables in accordance with the anticipated schedule:

- A. A search strategy, project schedule, and recruitment and selection plan within two to three weeks of Notice to Proceed (NTP).
- B. Finalized job descriptions and selection criteria profile within 30 days.
- C. Candidate recommendations to CEO within two to three weeks of advertisement close date to include preliminary background, media search and reference checks.
- D. Progress reports on a biweekly basis.
- E. Position filled within six to nine months of NTP with final candidate(s) complete background and reference check.

It is desired that the Consultant work quickly to develop a search strategy, project schedule, selection criteria profile, and recruitment and selection plan and that recruitment immediately follows.

The Job Description for the Mega Capital Project Delivery Officer follows on the next page.

JOB DESCRIPTION

Mega Capital Project Delivery Officer

Overview

Sound Transit is in the process of delivering one of the largest transit capital programs in the country, with annual expenditures exceeding \$4 billion through 2037. Experienced capital program leadership is required to instill a culture of effective and efficient management through planning, design, and construction.

Sound Transit is seeking a Mega Capital Project Delivery Officer with demonstrated experience in meeting cost and time estimates for mission-critical public infrastructure by working with public officials, designers, engineers, and other professionals in achieving acknowledged success. The candidate will be a change agent with proven ability to lead the development of concurrent multi-billion-dollar projects quickly and effectively, including management of budgets, schedules, and plans for various elements of deliverables.

Reporting Relationships

- Reports to Sound Transit CEO.
- Regularly briefs Sound Transit Board Chair, Board of Directors, and System Expansion Committee.
- Functional areas of responsibility include matrixed delivery teams tasked with delivering ST2 and ST3 capital projects and include disciplines of project management, executive project directors, construction management, engineering, systems integration, project controls, and permitting.

Qualifications and Experience

- Demonstrated experience in successfully leading the delivery of complex multi-billion-dollar transportation capital programs, with transit delivery experience required.
- Experience working in a highly charged political environment and with a regional Board of Directors.
- Strong knowledge and experience in a variety of project delivery methods.
- Experience negotiating and managing interagency agreements, betterments policies, and other third-party agreements.
- Experience developing and implementing a vision and strategy for capital investment and delivery in a public and highly visible environment.
- Knowledge of environmental processes, including the National Environmental Policy Act (NEPA).
- Change leader with demonstrated success in transforming organizations and teams.
- Strong analytical, organizational, interpersonal, presentation, and communication skills to interact with all levels of an organization and stakeholders.
- Experience working with craft labor unions and contractors.
- Licensed professional engineer or similar credentials preferred.

Responsibilities

The Mega Capital Project Delivery Officer will manage all capital construction programs, including the delivery of Sound Transit's \$54 billion ST3 program approved by voters in 2016 as well as the balance of work remaining on the 2008 ST2 program. In this capacity, the Mega Capital Project Delivery Officer will oversee the design, engineering, and construction of Sound Transit structures, stations, communications and signals, track, power, and facilities. Moreover, the Mega Capital Project Delivery Officer will function as a change agent to ensure that the capital program operates efficiently and effectively while meeting safety and quality requirements. The Mega Capital Project Delivery Officer will deliver the ST3 program inclusive of the programmatic elements (sustainability, access, and Transit Oriented Development (TOD)) identified and funded in the ST3 voter approved package.

The Mega Capital Project Delivery Officer will manage the annual capital program, oversee staff, and manage consultants and contractors engaged to deliver the Sound Transit capital program. The position is based in Seattle, WA.

Specific responsibilities include:

- Deliver all capital projects, including the ST2 and ST3 capital programs through design and construction.
- Establish and maintain realistic schedules and budgets for all capital programs and projects.
- Organize the program delivery team for maximum efficiency, including addressing staffing vacancies.
- Brief the CEO and the Board on project developments and make recommendations where board actions are required.
- Enforce compliance with safety and quality requirements.
- Work with Portfolio Program Management to establish and implement metrics to monitor project performance consistently across the program, including progress on scope, budget, and schedule.
- Identify project risks and develop and implement mitigation plans while frequently communicating those to the Board and external partners.
- Implement procedures and foster an environment to push decision-making down to the lowest level practical.
- Manage consultant and construction contracts, including review and approval of change orders.
- Optimize communication and ensure effective knowledge transfer and hand-offs between related stakeholders, internal and external, and departments.
- Establish protocols for negotiations on third party agreements.
- Establish policies and procedures to expedite permitting and regulate betterments requests.
- Coordinate with operating and maintenance departments to ensure that projects meet agency requirements.
- Train and monitor employees to ensure delivery of quality program executions. Identify and recommend processes for continuous improvement.

- Analyze challenges, problems, and process breakdowns to ensure that lessons are learned and improvements are made.
- Align key procedures with industry best practices to make Sound Transit an “Owner of Choice.”
- Proactively partner with the Federal Transit Administration on program oversight and reviews.

END OF SCOPE OF WORK