REQUEST FOR PROPOSALS
FOR

#2014-29 TRANSIT SECURITY SERVICES

November 24, 2014

Questions Due:
December 10, 2014 at 12:00 p.m.

PROPOSALS DUE:
December 23, 2014 at 11:00 a.m.
2425 NE 65th Avenue ~ PO Box 2529
Vancouver, WA 98661 ~ 98668-2529

Contact Person:
Anna Vogel, Procurement Coordinator
PO Box 2529
Vancouver, WA 98668-2529
P (360) 906-7310
procurement@C-TRAN.org

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1 GENERAL INFORMATION

1.1 Introduction

The Clark County Public Transportation Benefit Area (dba C-TRAN) is requesting proposals from proposers interested in providing Transit Security Services.

This Request for Proposals (RFP) outlines a description of the services sought and the required documents interested proposers will be expected to submit. All requested information shall be submitted in the format required by 11:00 a.m. (local time), Tuesday, December 23, 2014. Any responses received after the deadline will not be considered.

Proposals will be reviewed and ranked by the evaluation team as outlined in this RFP. The final decision regarding contract award will be made by the C-TRAN Board of Directors in an open public meeting. It is anticipated a contract will be awarded on February 10, 2015.

For its own best interests, C-TRAN reserves the right to accept or to reject any and all proposals subject to regulations governing Department of Transportation (DOT) assisted purchases.

1.2 Agency Background

C-TRAN provides transit services throughout its specified service area boundaries in Clark County, Washington, and to Portland, Oregon. C-TRAN's service area population is approximately 372,634 persons in an area of 141 square miles.

C-TRAN was approved by the Clark County voters in November 1980 and became operational in April 1981. C-TRAN provides fixed route bus service between the following cities and incorporated areas: Vancouver, Camas, Washougal, Battle Ground, Ridgefield, La Center and Yacolt, Washington and Portland, Oregon.

C-TRAN's ridership has grown steadily as additional equipment and facilities have been placed into service and public awareness of mass transit has increased. In 2012, C-TRAN's total ridership reached approximately 6,889,000 passengers.

C-TRAN is a municipal corporation of the State of Washington and is governed by a Board of elected officials representing Clark County, City of Vancouver, East County and North County cities and towns.

1.3 Anticipated RFP Evaluation Schedule

The following timeline is the anticipated schedule for the RFP process. C-TRAN reserves the right to change the dates as it deems necessary.

RFP Advertised	November 24, 2014
Questions Due	December 10, 2014 at 12:00 p.m.
Issue Final Addendum	December 16, 2014
Proposals Due	December 23, 2014 at 11:00 a.m.

Evaluation Meeting	Week of January 5
Interviews (if required)	Week of January 12
Best and Final Offer Due	January 19, 2015
Board Meeting/Award Recommendation	February 10, 2015
Contract Protest Period Ends	February 17, 2015
Notice to Proceed	March 1, 2015

1.4 Reimbursement

C-TRAN will not reimburse Proposers for any costs involved in the preparation and submission of responses to this RFP, or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate C-TRAN to accept or contract for any expressed or implied services.

1.5 Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without C-TRAN incurring any financial or legal liability for such purchases. C-TRAN agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that C-TRAN is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

1.6 Proposals Become Public Records

During the evaluation process, C-TRAN treats all proposals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the Washington State Public Disclosure Act (RCW 42.17). Any proprietary information revealed in the proposal should therefore be clearly identified as such. C-TRAN will notify any Proposer before releasing the proprietary information to any request for public records. If the Proposer believes its records are exempt from disclosure, it is the Proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the Proposer’s discretionary decision whether to file such a lawsuit. However, if the Proposer does not timely obtain and serve an injunction, C-TRAN will disclose the records, in accordance with applicable law.

1.7 Nondiscrimination

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 200d-4, and Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT issued pursuant to such Act, herby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be

discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

1.8 Procurement Protest Procedure

Proposers or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding (1) a provision of the RFP or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection.

Protests regarding pre-award actions shall be filed no later than three (3) days before proposal opening or closing date for the receipt of proposals. Protests regarding contract award shall be filed no later than seven (7) days after contract award by C-TRAN's Board of Directors.

Proposers may appeal C-TRAN's decision to the Federal Transit Administration (FTA) following procedures outlined in FTA Circular 4220.I F (November 1, 2008). This procedure covers both contract award appeals and appeals concerning decisions made prior to contract award. FTA will review protests regarding C-TRAN's failure to have written protest procedures or failure to follow such procedures.

Copies of C-TRAN's bid protest procedures and FTA's review procedures may be requested from the Procurement Coordinator at procurement@c-tran.org.

2 GENERAL REQUIREMENTS

2.1 Inquiries on RFP

Questions on this RFP should be addressed either in writing to the Procurement Coordinator at the above U.S. Postal address, or via e-mail to procurement@c-tran.org. The C-TRAN Procurement Coordinator shall be the single point of contact during the entire solicitation process until contract award. Contact with other C-TRAN personnel, committee members and/or consultants will not be permitted during the solicitation process.

Any changes or clarifications to the information provided herein shall be reduced to writing and will be furnished to all prospective Proposers as addenda to this RFP.

Questions must be submitted by 12:00 p.m., December 10, 2014. Any questions and concerns submitted after the specified time will be addressed at the discretion of C-TRAN's Procurement Coordinator.

2.2 Submittal of Proposals

One (1) original, clearly marked, and three (3) copies of the proposal must be furnished to C-TRAN at the time and place specified above.

Sealed proposals will be received by C-TRAN up to the hour of **11:00 a.m., Tuesday, December 23, 2014**. Proposals delivered later will not be accepted. C-TRAN is not responsible for delays in delivery.

All proposals shall be placed in a sealed envelope, which is clearly marked "RFP #2014-29 TRANSIT SECURITY SERVICES". **Proposals by fax or email will not be accepted.**

Proposals shall have the name and address for delivery as follows:

Hand Delivery or Commercial Carrier Services:
C-TRAN
Attn: Procurement Coordinator
2425 NE 65th Avenue
Vancouver, WA 98661
RFP #2014-29 TRANSIT SECURITY SERVICES

U.S Postal Delivery:
C-TRAN
Attn: Procurement Coordinator
PO Box 2529
Vancouver, WA 98668-2529
RFP #2014-29 TRANSIT SECURITY SERVICES

C-TRAN makes no provision for specifically collecting mail from its post office box prior to the deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at the post office or commercial carrier service before the actual due date and time.

C-TRAN shall not be liable for checking the post office box immediately prior to the time of opening.

2.3 Addenda to RFP

C-TRAN reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by C-TRAN and posted to our Web site. It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained from C-TRAN'S Procurement Bid and Opportunities page, http://www.c-tran.com/bid_opportunities.html. C-TRAN accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

2.4 Validity Period

The proposal shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least 90 days and shall contain a statement in the proposal's Letter of Transmittal to that effect.

3 SCOPE OF SERVICES REQUIRED

3.1 Scope of Services

As the regional public transportation agency for Clark County, Washington, C-TRAN wishes to provide a safe, secure environment in and around its transit facilities for its patrons and employees. C-TRAN is requesting interested and qualified agencies to submit proposals to provide comprehensive mobile-based security coverage at most of the C-TRAN facilities and service area. C-TRAN maintains a network of transit centers and park and ride lots where passengers may transfer between buses and/or transfer between bicycle, automobile and bus to complete a trip. Below is a list of the various transit centers and park and ride lots:

Salmon Creek Park & Ride Lot
This park and ride lot is currently located at 1112 NE 136th Street, near the I-5 interchange and serves as a park and ride lot for commuter service to downtown Portland. The lot provides parking spaces for 467 vehicles and bicycle storage for six (6) bicycles. This facility does not offer public rest room facilities but passenger waiting shelters are available. Employee rest rooms are available. This lot provides service during week days. The mobile security officers shall patrol this park and ride during the hours of operation.

Evergreen Park & Ride
This facility is located at NE 138th Avenue and NE 18th Street in east Clark County. It includes bus bays and a park and ride lot providing 228 parking spaces. This facility serves as a park and ride lot for commuter service to downtown Portland. In addition to providing parking for vehicles, bicycle storage lockers are provided for commuters who wish to ride their bicycles part of the way and transfer to buses to complete the trip. There are no public rest room facilities at this location. The mobile security officers patrol this park and ride facility during the hours of operation.

Vancouver Mall Transit Center
This transit center is currently located on the north side of Vancouver's Westfield Mall and includes a Customer Service Office east of Nordstrom's upper level. The location is extremely busy with shoppers during the malls business hours. This location offers a small employee lounge and employee rest rooms. The Vancouver Mall Transit Center is a main transfer point for passengers using C-TRAN's rural routes to the east and part of the north county. The mobile security officers patrol this transit center during the hours of operation and coordinates security efforts with Westfield Mall's security staff.

In 2016, this location will be transitioning to the south side of Vancouver's Westfield Mall with the launch of C-TRAN's Bus Rapid Transit (BRT). It is anticipated that mobile security officers will continue to patrol the new transit center during the hours of operation and continue to coordinate with Westfield Mall's security staff.

Fisher's Landing Transit Center
This transit center is located near Highway 14 off SE 164th Avenue at SE 35th Street. This is a full-service facility with public rest rooms, waiting area, employee lounge, employee rest rooms, community room, security office, and 560 parking spaces. Passenger Service Representatives are available during posted hours of operation. The center provides

service to other transit centers, Camas/Washougal, and to Portland. The mobile security officers shall patrol this transit center during the hours of operation.

99th Street Transit Center
This transit center is located just west of I-5 at 99th Street. This facility includes a small employee lounge, employee rest rooms, and public rest rooms. This transit center also provides approximately 610 parking spaces, bike lockers and six (6) to eight (8) bus bays. The mobile security officers shall patrol this transit center during the hours of operation.

General Field Coverage
In addition to the facilities noted above, mobile coverage and response may be directed throughout C-TRAN's Clark County and Portland service area (See enclosed System Map Exhibit 1).

3.2 Contractor Responsibilities

The Contractor shall provide a program of comprehensive transit security coverage as defined herein. Security services shall include, but are not limited to, the following activities:

- Establish an overall security presence, serving to discourage vandalism, theft, activities prohibited by the Unlawful Transit Conduct Law and other activities prohibited by C-TRAN.
- Possess knowledge of C-TRAN and TriMet fare policy, C-TRAN routes and bus schedules. Provide fare, route and schedule assistance to customers as needed.
- Conduct fare inspections of passengers as directed by the Project Manager.
- Assist drivers with minor road call issues, including but not limited to, mirror adjustments, driver seat adjustments, minor spill clean-up, etc.
- Conduct frequent inspections of the entire facility and outlying parking areas during all shifts.
- Investigate and document any suspicious activities and enlist the assistance of the C-TRAN Dispatcher, Supervisor(s), police, or sheriff's department, if necessary.
- Assist as needed, during adverse weather, to ensure customer and employee safety by spreading rock salt, removing debris, etc.
- Transport employees or customers in response to emergencies or to mitigate inconvenience to passengers, as directed by a C-TRAN Supervisor.
- Escort employees, as necessary, from Customer Service Offices at Westfield Mall and Fisher's Landing Transit Center to parking areas.
- Advise, educate and, if necessary, issue appropriate Field Contact Warning or Exclusion Notice to persons violating Unlawful Transit Conduct Law or C-TRAN Conduct Policy.
- Immediately report all significant incidents/accidents to the Dispatch Supervisor.
- Assist with parking, traffic, and pedestrian control as needed.
- Other duties as deemed appropriate by the Project Manager.

C-TRAN will provide vehicle(s) to be used by the Contractor for mobile coverage. The Contractor will be required to sign a Letter of Understanding regarding the use and

operation of a C-TRAN vehicle(s) for each security personnel assigned to a C-TRAN vehicle (Exhibit 2). In addition, the Contractor will provide driving abstracts for all employees driving C-TRAN vehicles prior to contract execution and annually no later than March of each contract year. The Contractor will immediately inform C-TRAN of any infraction or accident involving contractor personnel while on or off duty.

The Contractor shall have sufficient supervisory personnel within the scope of their operation to ensure on-time performance and the ability to cover any open shifts. Should a security guard fail to appear for an assigned shift, a replacement shall be on site within 45 minutes of scheduled report time or from time of notification of a no-show. In addition, the Contractor shall have a "Flex" security guard on staff, who is trained and is familiar with C-TRAN operations to cover for staff absences or no-shows. This "Flex" staff person will help ensure consistency and availability for coverage.

C-TRAN will designate one (1) full-time lead security officer from among the ranks of existing officers to assist in on-site supervision, training of contracted security officers, scheduling coordination, investigations and conducting exclusion appeal hearings.

3.2.1 Hour of Deployment

C-TRAN may change the hours and duties to fit the needs of the agency, as needed, during the contract term. The hours worked, however, will remain within the same general time frame. C-TRAN anticipates approximately 232 – 272 hours of service/week in 2015 and 2016. With the launch of the BRT line, C-TRAN anticipates the weekly hours will increase to 312 – 392 hours for the remainder of the contract.

3.2.1.1 Additional Coverage/Special Duty Assignments

C-TRAN may, at the discretion of the agency, require approximately 300 hours of additional security services. 24-hours notice will be provided for special assignments unless otherwise noted below. These may include but may not be limited to:

- Special Event Coverage (Two (2) week notice will be provided for each special event service required)
- Plainclothes security or performance investigations
- Field incident response
- Onsite coverage as needed to proactively address security issues

3.2.2 Employee Recruitment, Screening, and Training

The Contractor will be required to recruit, screen and train high-quality professional security personnel to perform mobile security coverage to meet C-TRAN's needs. It is critical that security staff demonstrate a high degree of self-motivation and sound decision making skills. Poor decisions may result in significant liability, poor public relations, and a loss in public confidence. Additionally, security staff shall possess an excellent driving record, good customer service skills and an ability to work varied shifts, which may include split shifts.

3.2.2.1 Recruitment

The Contractor shall recruit security officers possessing the following minimum educational/professional standards:

- A high school education (i.e., a high school diploma or equivalency), and a minimum of five (5) years of experience in the security field to include a high level of public interaction. Qualified personnel may substitute three (3) years of public transit security, military, or law enforcement experience in lieu of five (5) years security experience.
- Read, write, speak, and understand the English language.
- Demonstrate the required public relations skills to deal with employees and customers in a professional, courteous, and business-like manner.
- Understand written, oral rules and regulations and apply them in a tactful and non-confrontational manner.
- Maintain poise and self-control under stress.
- Possess an excellent driving record as substantiated by providing a State Driving Abstract.
- Ability to generate accurate incident reports and other documentation in writing and by use of a computer.

3.2.2.2 Screening

The Contractor shall certify in writing that background checks, which show the prospective employee is acceptable and qualified, have been completed on each prospective employee prior to his/her being assigned to C-TRAN premises. Background checks shall comply with RCW 18.170, Private Security Guard. All background checks shall include, but not be limited to, inquiry of all previous employers during the last five (5) years, driving record history and military discharge records (if applicable).

3.2.2.3 Training

All employees, prior to assignment to C-TRAN, shall receive training required under RCW 18.170, Private Security Guard. The Contractor will be required to provide at least 40 hours of on the job training for newly assigned staff prior to deployment, at no cost to C-TRAN. This training shall include, but not be limited to, specific position/route training.

3.2.3 Personal Appearance, Equipment and Uniforms

The Contractor shall furnish employees with uniform and safety garments in sufficient quantity to maintain a neat and professional appearance at all times when on duty. The uniform shall be neatly pressed, clean, and worn at all times while on duty. Each uniform shall provide the Contractor's corporate logo in a visible location.

Security personnel will not carry firearms. The Contractor shall outfit security personnel with handcuffs, mace, cell phones, flashlights, safety vests or other equipment necessary to satisfactorily perform the duties of the position.

3.2.4 Status Reports

The Contractor shall deliver a verbal status report to the Project Manager via telephone, e-mail or in person at least once per week during the performance of the work. The report shall discuss issues handled and any obstacles to the performance of the work.

3.2.5 Security Incident Tracking, Monitoring and Reporting

The contractor must provide a method for recording, tracking security and other related incidents responded to by the assigned officers. At a minimum, the tracking must include, but is not limited to, incidents involving various passenger disturbances, field contacts, exclusions, vandalism to C-TRAN property, accidents involving C-TRAN vehicles and any deficient facility conditions. At a minimum, the system must be able to record the time, date, location, photograph(s) and other relevant information related to the recordable event. The reporting system must be capable of printing legible and readable reports that can be obtained for any duration as directed by the agency. At a minimum, the report must have the ability to sort by incident type, time of day, day of week, route or location, individual officer or by suspect individual's name. The contactor shall maintain the database provided but the data recorded will be the sole property of the agency and considered confidential and unauthorized access to the data is not allowed. The project manager or his/her designee will have the authority to release data to outside entities upon request. Recording of all incidents entered into the database will be the sole responsibility of the contractor's on-site officers.

3.3 Level of Authority

Security personnel are expected to be helpful, courteous, and professional at all times. The primary role of the security officer is to be visible, alert and to discourage inappropriate behavior through a proactive presence. Security officers may be granted authority to issue, with due cause, Field Contact Warnings or Exclusion Notices. This authority is to be used as a tool to gain compliance with expected behavior as defined in the Unlawful Transit Conduct Law and/or C-TRAN Conduct Policy.

Security officers would be expected to use the exclusion authority only as a last effort. Enforcement actions should never be taken solely on instruction from an employee other than a C-TRAN Dispatch Supervisor or Field Supervisor. A C-TRAN Field Supervisor or Dispatch Supervisor must be advised prior to the issuance of an Exclusion Notice. The selected Contractor shall assume liability for all damages resulting from any civil suit for false arrest or imprisonment, under any circumstances, when someone is detained illegally.

3.4 C-TRAN responsibilities

C-TRAN will be responsible for providing direction to the Contractor. Formal and informal communication following the contract award shall be directed to Field Operations Manager who will serve as the Project Manager.

3.5 Time of Performance

The selected Contractor shall provide services from the time of contract execution through the end of the contract term. The term of the contract will be from approximately March 1, 2015 through February 28, 2018. Upon mutual agreement by both C-TRAN and the Contractor, the contract may be extended for an additional two (2) years.

3.6 Price Escalation

The Contractor will be required to submit a new price proposal for each subsequent year of the contract period. The Contractor shall be required to provide a new price proposal for the second and third contract periods on or before January 15, 2016 and January 15, 2017. Price increases shall not exceed the local consumer price index and shall be based on increases in the Contractor's actual costs. If the Contractor does not provide a new price proposal by the stated deadline 45 days before expiration, the Contractor shall be considered willing to provide security services for the next contract year at the current price.

Should the option for the two (2) additional years be enacted, price proposals shall be due by January 15, 2018 and January 15, 2019.

3.7 Licenses, Certificates, and Permits

The Contractor shall secure and maintain, at its sole expense, such licenses and permits as may be required to provide the services or supplies under this contract, including but not limited to, a license to do business in the State of Washington. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify C-TRAN's Procurement Coordinator immediately of such condition in writing.

4 PROPOSAL REQUIREMENTS

Proposers shall prepare a proposal simply and economically, providing a straightforward and concise description of qualifications and methods to satisfy all requirements of the RFP. Do not submit binders, brochures, or other attachments that have not been requested in the RFP document. Proposals shall be submitted either stapled or clipped together. If additional information is required, it will be requested after the review of the proposals. C-TRAN shall not be liable for any expense incurred in the preparation of proposals.

All proposals and submissions will become the property of C-TRAN and will not be returned to the Proposer.

Each proposal shall contain the following items:

4.1 General Proposal Requirements

1. A Letter of Transmittal signed by the party authorized to execute contracts on behalf of the Proposer. This letter should contain:
    a. Acknowledgement that the Proposer has the scheduling capability to perform the work and that the Proposer has the proper certifications and licenses to legally perform the duties required.
    b. Any exceptions the Proposer has with C-TRAN's proposed contract (Attachment C). If no exceptions are listed it will be assumed that the Proposer accepts all terms and conditions stated in the contract.

2. General Information Sheet (Attachment A-1)

3. Table of Contents

4. Summary of Proposal

5. Required Certifications (Attachments A-2 through A-5) must be completed and returned with the proposal:
    a. Conflicts of Interest
    b. Ineligible Contractors
    c. Lobbying
    d. Non-Collusion

6. Rate Proposal Form (Attachment B)

4.2 Approach and Methodology in Recruiting, Screening, Training and Retention of Personnel

The Proposer shall provide detailed description of the methods used to recruit, screen, and train employees to be assigned duties at the times and locations set forth in Section 3.

4.3 Qualification and Experience in Security Services

Information under this section should include, but is not limited to:

- A brief introduction of the company, include the number of years in business, location of the business, any previous or additional names which the firm has conducted business, etc.
- Describe the Proposer's overall qualifications to perform this work.
- Include any industry certifications.
- A brief description of all current and pending assignments of the firm.
- A list of any lawsuits and/or labor complains brought against the proposer in the last three (3) years. Provide a brief description and any resolutions.
- A list of five (5) references from agencies or firms that demonstrate your firms experience providing similar services. Include the name, current telephone number and email address of the contact person for each reference. References should include a written description of work performed.

4.4 Ability to Supervise and Evaluate Employee Performance

Information under this section should include, but is not limited to:

- An organizational chart that clearly identifies the Project Manager and key personnel associated with performing the required Scope of Work.
- Resumes of key personnel, including the Contractor's representative that will be responsible for regular communication with C-TRAN that will be assigned to this contract and their relevant experience.
- Your firms approach to supervising employees and how your firm evaluates employee performance.

4.5 Price Proposal

Proposer shall complete and submit Attachment B, Rate Proposal Form. The Proposer shall submit a price proposal based on a "corporate rate," which includes all costs related to the provision of providing transit security services: the hourly rate for professional staff, clerical staff, and support staff, as well as charges for computer time, copy and fax charges, and other related expenses. The price proposal should be presented as a regular hourly rate and a separate rate for Holidays (specific holidays must be defined within the cost proposal). Holiday hours shall consist of eight (8) hour shifts. The number of shifts may vary based on the holiday. C-TRAN expects the rate for both daily and weekend services to be the same rate. There should be no additional charges for weekend work.

5 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

CRITERIA	
Approach and methodology in recruiting, screening, training and retention of personnel	30 points
Qualification and experience in security services	25 points
Ability to supervise and evaluate employee performance	25 points
Price Proposal	20 points
Total Points Available	**100 points**

5.1 Scoring Process

Proposals (including reference checks) will be scored based on the criteria and point system referenced above. If C-TRAN does not elect to conduct an interview process, the highest scoring proposer will be determined based solely on the scoring of the proposals.

If C-TRAN does move forward with an interview process, then the scoring for the selected Proposer may be based on the established scores for the Proposals.

5.2 Interviews

Proposers who submit a proposal in response to this RFP may be required to attend an interview or give an oral presentation of their proposal to C-TRAN. This provides an opportunity for the Proposer to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The C-TRAN Procurement Coordinator will schedule the time and location of the interview or presentation. All interviews or presentations shall be held onsite at a C-TRAN location, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of C-TRAN and may or may not be conducted. A specific time schedule will be established after the proposals are received and reviewed.

6 C-TRAN GENERAL CONDITIONS

6.1 Approval by C-TRAN

The work shall be executed under the direction and supervision of the C-TRAN Executive Director/CEO and his/her properly authorized agents, on whose inspection all work shall be accepted or condemned. The C-TRAN Executive Director/CEO shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the RFP.

6.2 Modifications

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between C-TRAN and the Contractor as outlined below.

Any proposals that vary or add to the proposal or contract documents shall be construed as additional terms or modifications and shall not become a part of the proposal or contract unless accepted in writing. Notice is hereby given of C-TRAN's objection to such additional terms or modifications unless they are specifically accepted in writing by C-TRAN.

In the event C-TRAN orders changes from the Scope of Work described in the contract documents, increases or decreases in compensation shall be allowed for such changes in work. C-TRAN shall promptly notify the Contractor in writing by Contract Amendment of all changes in scope and/or amount for services. Amendments shall specify a cost limit. Contractor shall not commence work on any changes to the scope of services or exceed the amount of the contract until a written authorization, identifying cost limit, is signed by C-TRAN's Executive Director/CEO and received by the Contractor. Furthermore, C-TRAN shall not be liable for any costs incurred prior to a duly authorized written authorization.

The C-TRAN Executive Director/CEO may at any time, by a written order and without notice to the sureties, make changes within the general scope of the final, contract as related to this bid document, in the loss of work described in Part 4 of this RFP. Increases or decreases in compensation shall be allowed for such changes in work according to the method defined in the "Terms of Payment" Section. Any claim by the successful proposer for adjustment under this clause may be asserted within 30 days of the date of receipt by the successful proposer of the notification of change, provided, however, that if the C-TRAN Executive Director/CEO decides that the facts justify such action, C-TRAN may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

Granting of or acceptance of extensions of time to complete the work or furnish the services requested will not operate as a release to the successful proposer (Contractor).

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN Executive Director/CEO endorsed thereon or attached thereto.

6.3 Availability of Funds

C-TRAN has adequate funds to meets its obligations under this agreement during the current fiscal year and intends to maintain this agreement for the full period set forth.

C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this agreement, however, funding for subsequent fiscal periods shall be contingent upon actual appropriations for the following years.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this agreement, the obligations under this agreement are suspended on the date the vendor is notified of such occurrence.

The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

6.4 Choice of Law

This Contract shall be governed by the laws of the State of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington.

6.5 Prohibited Interest

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Additionally, no member, officer, or employee of C-TRAN during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6.6 Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes and the employees of Contractor or any of its contractors, subcontractors and the employees thereof shall not in any manner be deemed to be the employees of C-TRAN.

As such, the employees of Contractor, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by C-TRAN, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from C-TRAN.

6.7 Taxes

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use and similar taxes, which are legally enacted at the time proposals are received and shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work.

The Contractor shall set forth, as a separate line item, all Washington State retail sales taxes or use taxes that may apply to contract proposal prices or other contract invoiced amounts. The separately itemized taxes shall include all taxes the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work, cost of which is invoiced to C-TRAN.

6.8 Indemnification

The Consultant shall indemnify, keep and save harmless C-TRAN, its agents, officials and employees, against all suit or claims that may be based on any contractual, equitable or tortious injury to persons, including Consultants employees, or damages to property that may occur in the course of the performance of the contract by the Consultant, whether or not it shall be claimed that the injury or damage was caused by the sole and/or proportionate concurrent negligence of C-TRAN, its officers, employees or agents. Consultant shall, at its own expense, defend any and all such claims, including but not limited to, payment of all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against C-TRAN in any such action, the Consultant shall, at its own expense, satisfy and discharge the same. If the injured claimant is one of Consultant's employees, Consultant agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Consultant and C-TRAN.

6.9 Duty to Inform

If at any time during the performance of this contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of C-TRAN's rights.

6.10 Notices

All notices required to be given under the contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN's Project Manager as specified in the contract.

6.11 Liability and Insurance

The Contractor shall agree to the following requirements relating to insurance coverage.

6.11.1 Liability Insurance

The Contractor shall obtain and keep in force during the entire term of the contract, professional liability, legal malpractice and personal injury insurance against any and all claims for damages to person or property which may arise from operations under the contract, whether such operations are by the Contractor, a subcontractor, or anyone directly or indirectly employed by either the Contractor or a subcontractor. The Contractor shall hold C-TRAN harmless for any claims presented to it as a result of actions solely the responsibility of the Contractor.

The amount of coverage provided by such insurance shall be not less than $1,000,000 combined single limit for bodily injury and property damage.

All liability insurance required herein shall be under a comprehensive or commercial general liability and business automobile policy or policies and shall provide coverage as to:

1. Premises and operations of the Contractor
2. Products/completed operations
3. Owner's and contractor's protective
4. Contractual liability
5. Explosion (x), collapse (c), and underground hazards (u) coverage
6. Broad-form property damage
7. Employer's liability/stop-gap
8. Automobiles, including all owned, hired, and leased vehicles, and employer's auto nonownership liability

The Contractor shall not commence work under the contract until it has obtained all insurance required and until such insurance policies have been approved by C-TRAN.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. At least seven (7) days prior to commencing any operations under the contract, C-TRAN must receive an insurance certificate outlining the Contractor's insurance coverage. Said certificate must be provided on a standard "Acord" form and must include C-TRAN and its employees as additional insured with respect to the contract, must provide that coverage shall not be canceled or modified without 30 days prior written notice to C-TRAN and must specify whether policies are "occurrence" or "claims made".

If the Contractor's insurance is on a "claims-made" basis, the following provisions apply:

Retroactive Date: The retroactive date must be on or before the first day work begins under the contract. If the Contractor's policy renews during the life of the contract, the retroactive date may not be advanced.

Extended Reporting Period Endorsement (Tail-End Coverage): The supplemental tail must be purchased before work may begin. This is done by purchasing and attaching to the policy Endorsement CG 27 01. This endorsement ensures coverage for claims arising up to five (5) years from the expiration date of the policy. The tail-end coverage must apply to both premises/operations and products/completed operations.

Policy/Endorsements: In addition to the "Acord" Certificate, a copy of the policy (ies) and endorsements must be delivered to C-TRAN a minimum of ten (10) days before work begins.

If the Contractor's insurance is written on the 1986 ISO Commercial General Liability Form, either on an "occurrence" or "claims-made" basis, the following provisions apply:

Endorsement CG 25 01 must be attached establishing aggregate limits of $1,000,000 premises/operations and products/completed operations for this specific contract.

6.11.2 Workers' Compensation

The Contractor shall take out and maintain during the life of this contract workers' compensation insurance for all its employees engaged in work under or pursuant to this contract, who are required to be so covered by the laws of the state in which the Contractor's employees are working, in case any work is sublet, the Contractor shall require the subcontractor to provide workers' compensation insurance for all its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor. Coverage for Contractor's employees must be afforded on a reciprocal basis when the employees are working in the State of Washington.

6.12 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event C-TRAN shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract.

6.13 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the contract if such failure arises out of causes beyond the control, and without the fault of negligence, of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the

supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, C-TRAN shall make a mutually acceptable revision in the project schedule.

6.14 Termination of Contract

6.14.1 Termination for Convenience

C-TRAN may terminate this contract, in whole or in part, at any time with written notice to the Contractor when it is in C-TRAN's best interest. The Contractor shall be paid its costs, including contract close-out costs and profit on work performed up to the time of termination. The Contractor shall promptly submit to C-TRAN its termination claim to be paid. If the Contractor has any property in its possession belonging to C-TRAN, the Contractor will account for the same, and dispose of it in the manner C-TRAN directs.

6.14.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this contract, including the RFP, C-TRAN reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the contract.

Any failure to make progress which significantly endangers performance of the project within a reasonable time shall be deemed to be in violation of the terms of this contract.

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

6.14.3 Opportunity to Cure

C-TRAN in its sole discretion may in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to C-TRAN's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract with ten (10) days after receipt by Contractor of written notice from C-TRAN setting forth the nature of said breach or default,

C-TRAN shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude C-TRAN from also pursuing all available remedies against the Contractor and it's sureties for said breach or default.

6.15 Breaches and Dispute Resolution

6.15.1 Disputes

Disputes arising in the performance of this Contract, including but not limited to the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the Consultant initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails, than either party may pursue its remedies as set forth in Remedies below.

6.15.2 Performance during Dispute

Unless otherwise directed by C-TRAN, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

6.15.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts s/he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

6.15.4 Remedies

All claims, counterclaims, disputes and other matters in question between C-TRAN and the Consultant, arising out of or relating to this agreement or its breach, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

6.15.5 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by C-TRAN or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

6.16 Claims

Claims arising under this contract shall be submitted in writing. C-TRAN shall respond to Contractor's claim within 45 calendar days of its receipt of the claim by either:

(1) Approving the claim.

(2) Denying the claim.

(3) Requesting necessary information from the Contractor to enable C-TRAN to resolve the claim within 45 calendar days of its receipt of the requested information.

(4) Determining that the claim presents a disputed issue of fact, which must be resolved in accordance with the "Disputes" section of this contract.

Contractor agrees to consolidate any claim or dispute involving multiple parties involved in this project and shall require the inclusion of the "Disputes" section and this section in other interrelated contracts to which they become a party in this project.

7 REQUIRED CONTRACT CLAUSES

A sample contract containing required contract clauses is attached (see Attachment C). Any exceptions to the clauses listed must be stated in the proposal. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for contract award.

Attachment A-1

GENERAL INFORMATION
RFP #2014-29 Transit Security Services

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. By signing this form the firm acknowledges that their proposal will remain in effect for at least 90 days after submission. ***Failure to submit this form will result in your proposal being deemed non-responsive.***

Authorized Official (Signature)	Date
Printed Name of Authorized Official	Title of Authorized Official
Company Name	Telephone Number
Address	City, State, Zip
E-Mail Address	Federal Employee ID

Receipt of the following Addendum(s) to the Plans and/or Specification is hereby acknowledged:

Addendum No.	Date of Receipt	Signed Acknowledgement
1		
2		

CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
(dba C-TRAN)

AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES

STATE OF _____)
ss.
COUNTY OF_____)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of Interest

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Date: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____
Notary's Signature

Notary Public in and for the State of _____, residing at

_____.

Attachment A-3

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official	Typewritten Name
Title of Authorized Official	Date

Attachment A-4

CERTIFICATION
OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of _____, 20____.

_____ _____
Authorized Official Typewritten Name

_____
Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first fully sworn, on oath says that (__) he/she certifies that the proposal above submitted is a genuine and not a sham or collusion proposal, nor made in the interest or on behalf of any person not therein named; and (__) he/she further says that the said proposer has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal nor any other person or corporation to refrain from proposing; and that said proposer has not in any manner sought by collusion to secure to self advantage over any other proposer or proposers.

Authorized Official	Typewritten Name
Title of Authorized Official	Date

Subscribed and Sworn to Before Me this _____ day of _____, 20___.

_____

Notary Public in and for the State of _____, residing in _____.

Attachment B

RATE PROPOSAL FORM

2014-29 TRANSIT SECURITY SERVICES

DESCRIPTION	HOURLY RATE
Regularly Hourly Rate	$
Holiday Hourly Rate	$
Number of Holidays Observed	
List Holidays Observed	
Security Incident Tracking, Monitoring and Reporting Method	$

Attachment C

SAMPLE CONTRACT

CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA (dba C-TRAN)

THIS CONTRACT is made and entered into on the ___ day of _____20____, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN" and (hereinafter referred to as "Contractor") for the provisions of RFP #2014-29 Transit Security Services.

WHEREAS, C-TRAN requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as C-TRAN does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Proposals dated November 24, 2014, Addendum # _____ dated, Contractor's Proposal dated _____, and all written Change Orders and Modifications (Amendments) issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall transit security services as required and directed by C-TRAN.

ARTICLE 3

TIME OF PERFORMANCE

The services of the Contractor are to commence as soon as practicable after the execution of this Agreement. Services are anticipated to provided from March 1, 2015 through Februarly 28, 2018. C-TRAN will retain the option to extend the contract for an additional two (2) years, and may exercise this option based on mutual agreement by both parties.

DRAFT

This Contract's terms and conditions shall govern each subsequent term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing. The total term of this contract shall not exceed five (5) years.

ARTICLE 4

COMPENSATION

This agreement is a purchase of professional services at the rates attached herein and by reference made a part of this agreement. Payment for these services shall not exceed $_____. This is the maximum compensation to be paid by C-TRAN to the Contractor for services rendered under this agreement. Compensation shall not exceed the amount indicated without written authorization in the form of a negotiated and executed amendment.

The Contractor shall submit invoices to C-TRAN covering both professional fees and project expenses, if any. Payments to Contractor shall be made within 30 days from submission of each invoice.

Invoices must be addressed to Accounting Manager, C-TRAN, PO Box 2529, Vancouver, WA 98668-2529.

C-TRAN makes no provision for reimbursement of expenses beyond that actually contracted. In addition C-TRAN reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. C-TRAN and Contractor agree that any amount paid in error by C-TRAN does not constitute a rate change in the amount of the contract.

ARTICLE 5

OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall refund to C-TRAN the full amount of any erroneous payment or overpayment under this Contract within 45 days written notice. If the Contractor fails to make timely refund, C-TRAN may charge the Contractor 1 percent per month on the amount due, until paid in full, or deduct the amount of the vendor overpayment from current invoices due.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of C-TRAN. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to C-TRAN. A copy may be retained by the Contractor.

DRAFT

ARTICLE 7

COMMUNICATIONS

Unless otherwise designated by the C-TRAN Executive Director/CEO, the Contractor shall direct all formal and informal communication regarding the services required under this Agreement to the Field Operations Manager who shall be the Project Manager for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Contractor:

If to C-TRAN: Field Operations Manager
C-TRAN
PO Box 2529
Vancouver, WA 98668-2529

ARTICLE 8

SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

ARTICLE 9

INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

ARTICLE 10

PROHIBITED INTEREST

C-TRAN's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

DRAFT

ARTICLE 11

SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 12

ADHERENCE TO LAW

The Contractor shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and unemployment compensation.

ARTICLE 13

CONTINGENCY

The effectiveness of this contract shall not occur until C-TRAN has notified Contractor that C-TRAN's protest procedure (referenced in the RFP) is satisfied, which notice shall be delivered to the Contractor no later than seven (7) days after contract award by C-TRAN's Board of Directors. If C-TRAN determines, in its sole and absolute discretion, that a protest should be upheld, and so notifies the Contractor, then this Contract shall be null and void ab initio and of no force or effect.

This Agreement entered into as of the day and year first written above.

C-TRAN	Name of Contractor
Jeff Hamm Executive Director/CEO	Contractor's Authorized Signer
Date	Date
	Print Name/Title
	Federal ID Number

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