

29328 - Pierce Transit Runner: Sustaining Spanaway's Transit Connector

Application Details

Funding Opportunity: 27548-2025-2027 Consolidated Grant Program - Operating
Funding Opportunity Due Date: Sep 17, 2024 3:01 PM
Program Area: Consolidated Grant Program
Status: Editing
Stage: Final Application

Initial Submit Date:
Initially Submitted By:
Last Submit Date:
Last Submitted By:

Contact Information

Primary Contact Information

Name: Mr. Peter Paul Middle Name Camacho
Salutation First Name Last Name
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Lakewood Washington 98499-4431
City State/Province Postal Code/Zip
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Organization Information

Legal Name*: Pierce County Public Transportation Benefit Area Corporation
DBA Name*: Pierce Transit
Organization Type*: Transit Agency ? Large Urban
Unique Entity Identifier (UEI): QACHE3STYGK3
Organization Website: (Please enter http://... for this field)
Physical Address*: 3701 96th Street SW
Lakewood Washington 98499-4431
City State/Province Postal Code/Zip
Mailing Address*: 3701 96th Street SW

Lakewood Washington 98499-4431
City State/Province Postal Code/Zip

Remit to Address*: 3701 96th Street SW

Lakewood Washington 98499-4431
City State/Province Postal Code/Zip

Phone*: (253) 984-8200 Ext. ###-###-####

Fax: ###-###-####

Fiscal Year End December

Last day of*:

Indirect Cost Rate: 0.00%

IDR Expiration Date:

Organization Contact Information

Organization Contact Information

Organization Director

Name*: Michael Griffus
First Name Last Name
Chief Executive Officer mgriffus@piercetransit.org
Title Email Address

Applicant Contact

Name*: Peter Paul Camacho
First Name Last Name
Grants Coordinator pcamacho@piercetransit.org
Title Email Address

Project Contact

Name: Teri Bartle
First Name Last Name
Transportation Assistant Manager tbartle@piercetransit.org
Title Email Address

Summary of Project Information

Summary of Project Information

NOTE:

OPERATING- General operating assistance: Select this option if your organization is a transit agency and you are submitting an application for only one operating project that includes all of the transportation services your organization provides (maximum grant request of \$ 1.5 million).

OPERATING- Operating assistance for a specific service: Select this option if your organization is submitting an application for specific services you provide.

Operating Type*: Operating assistance for a specific service

Refer to the glossary in the [Consolidated Grant Guidebook](#) for service-type definitions.

Service Type*: Demand-response

Need for Service*: Sustain existing service

Checking yes to federal funds means that your organization is willing and able to comply with the associated federal requirements such as federal drug and alcohol testing procedures or Title VI activities and disadvantaged business enterprise (DBE). For an example of last biennium's federal requirements see the [Consolidated Grant Guidebook](#).

Willing to Accept FTA funds for the biennium?* Yes

Select all of the Congressional District(s), Legislative District(s), and County(ies) the project will serve (include entire project area).
[Congressional & Legislative District map](#)

Congressional District(s)*: 10
Legislative District(s)*: 25,29
County(ies)*: Pierce

Scope of Work

Scope of Work

Select the [Regional Transportation Planning Organization / Metropolitan Planning Organization \(RTPO/MPO\)](#) that will be ranking this project from the drop-down menu.

RTPO/MPO*: Puget Sound Regional Council

Project Description

Provide a brief, high-level description of what your project proposes to do (address who, what, when, and where). This may be used to describe your project to the Legislature.

Proposed scope/description of the work*:

Pierce Transit proposes to sustain Runner, its flexible, on-demand, and affordable micro transit service in the Parkland-Spanaway-Midland area as a real time transit solution for special needs populations such as the youth, seniors aged 65 and older, people with disabilities, and families with low incomes.

Project Need

Why is this project needed, and how does this proposal address the need?

Include a description of the transportation problem that matches the need expressed in the Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP), how the problem was identified, and how the proposed project will address the problem.

Need*:

The Spanaway Runner addresses multiple special transportation needs outlined in PSRC's 2022 Coordinated Public Transit-Human Services Transportation Plan on pages 34-36. Runner currently provides a technology-based, real-time solution for approximately 137,700 residents living in the Parkland-Spanaway-Midland area, with a mobility zone made up of 46.4 square miles. The service area map is displayed in Figure 1.1. Runner's service area is a transportation desert, lacking viable transportation connections and ADA accessible infrastructure for people living on the east and west areas of SR7 Pacific Avenue. Most of the roads in and around the zone have limited mobility, with minimal to no sidewalks for walking and traveling with wheelchairs. Runner provides a door-to-door and first/last mile service for riders who are identified with having limited mobility to local and regional transit connections, as well places they need to travel to inside the mobility zone.

Operations run daily from 7am to 10pm. Compared to an Uber or Lyft, the price is very affordable and is the same price as a fixed route bus. Runner utilizes algorithms that analyze current traffic patterns, other passenger's requests, and vehicle availability to optimize a viable transit route. Riders can easily book rides through the Runner App on their smartphones. If riders have language barriers or limited English proficiency, Runner provides customer service support to book in their preferred languages.

Area Served

Is this project primarily serving a rural area?* No
Any service that supports public transportation in rural areas with populations less than 50,000.

Is this project primarily serving the Seattle, Tacoma, Everett urbanized area?: Yes

Special Needs Transportation

To be eligible for funding for special needs transportation, applicants must address how their project advances the efficiency in, accessibility to, or coordination of transportation services provided to persons with special transportation needs, defined in [RCW 81.66.010\(3\)](#)

Advance efficiencies in, accessibility to, or coordination of special needs transportation*: Yes

Describe how your project advances these areas, and how you are going about developing these advancements. Additionally, identify the special needs population(s) to be served by this project.

Special Needs Transportation:

Runner serves and advances the following special needs populations: youth, seniors aged 65 and older, people with disabilities, and families with

low incomes. Figure 1.2 displays the special needs population densities and demographic percentages using 2018-2022 ACS data.

Youth: Since the inception of Youth Ride Free for Pierce Transit in 2022, youth aged 18 and under are able to ride public transportation for free within the Public Transportation Benefit Area to include fixed route buses and on-demand services like the Runner. Runner will service youth who do not have access to transportation after school activities. Often times, students do not participate in after school activities due to the lack of transportation from school to home. After school activities advance youth development. Lastly, if students miss the bus, they could easily book a Runner to get them to school or home.

People with Disabilities: All of Runner's vehicles are equipped with ADA accessible features such as wheelchair ramps and passenger securements. Runner is a flexible, fast, on demand, and safe service that gets people where they need to go any day of the week. With limited ADA infrastructure in the service area, the door-to-door service greatly increases their mobility.

Families with Low Incomes: Runner is very affordable. It accepts ORCA LIFT for fare payments. People who qualify for ORCA LIFT are identified with having a household that is no more than 200% below the federal poverty line.

Seniors aged 65 and older: Runner also accepts the Regional Reduced Fare Permit (RRFP) that senior citizens are eligible to apply for and utilize for their transportation needs within the Puget Sound region.

Alternative to ADA Paratransit Shuttle Service: Runner also serves as an alternative to ADA Paratransit riders. ADA paratransit requires advance booking and reservation, whereas Runner does not. People can reduce their wait times after doctor's appointments by utilizing Runner.

See SI.

Project Staff

Provide the names and experience of the key staff who will be working on this project, including their experience managing projects similar to the proposed project.

Project Staff:

Teri Bartle, Assistant Transportation Manager has over 30 years of transportation experience working with special needs populations at Pierce Transit. She will be directly managing the daily operations and is more than capable of executing the project. She currently manages ADA Paratransit Shuttle services for the agency.

Tina Lee, Planning Manager, has been with Pierce Transit for over 25 years in the planning department. Her planning team consists of Senior Planners, like Sarah Streiffert, who work to design and analyze transportation systems to reduce carbon emissions, reduce traffic congestion, and improve equitable access to opportunity by exploring multi-modal transportation options in a service area.

Pierce Transit also has a Data Analytics Team who work tirelessly to quantify and qualify results to demonstrate areas needing further development. Pamela Gant, Data Analyst, currently works with our micro transit service provider regularly to prepare ridership data reports for planners and decision makers.

Peter Paul Camacho, Grants Coordinator, has extensive experience managing public transportation grants at the federal and state levels. He will work on all grant milestone progress reporting and will monitor the grant for compliance on a regular basis.

Pierce Transit has an experienced Financial Team in carrying out the reimbursement and claims process for WSDOT and FTA grants. Christina Morrison, Financial Supervisor, has 40 years of financial experience.

See SI.

Relationship to Other Projects

Relationship to Other Projects

Is this project dependent on any other projects submitted by your organization?* No

Did you, or will you, apply for this project in another grant program this biennium?* No

Have you applied for the same project in a prior biennium and did not receive funding?* No

Are you applying for other projects within this funding opportunity?* Yes

List all project applications for this funding opportunity in order of priority :

1. Pierce Transit Runner: Sustaining Spanaway's Transit Connector
2. Pierce Transit Runner: New Special Needs Transit Connectors for Tide Flats, Ruston, and Gig-Harbor

Planning and Coordination

Coordinated Public Transit - Human Services Transportation Plan

| Coordinated Public Transit - Human Services Transportation Plan | Element | Page number(s) or TBD | How is the need in the CPT-HSTP met by this project? |
|---|--|-----------------------|---|
| Puget Sound Regional Council | Strategies and activities identified to address gaps | 40 | Runner provides shorter travel times when taking regular transit. Sometimes, waiting for the next bus on fixed route could take longer than waiting for a ride on a demand response service. Runner reduces travel times from home to the nearest bus stop, especially for people with special transportation needs. The door-to-door service is the quickest way for special needs populations to get to where they need to be. |
| Puget Sound Regional Council | Strategies and activities identified to address gaps | 40 | Pierce Transit Runner provides more transportation services at times when they are needed. Runner hours of operations are from 7am to 10pm daily. Services are offered during high peak and off-peak hours for added flexibility for riders. Shuttle ADA paratransit riders are limited to making travel reservations days in advance from 8am to 5pm, whereas Runner is an on-demand, first come first serve service that can be a viable alternative for anyone with special needs. |
| Puget Sound Regional Council | Strategies and activities identified to address gaps | 41 | The Pierce Transit Runner app and the Runner call center supports multiple languages for people with limited English proficiency who want to utilize Runner as their primary or alternate mode of transportation in the Spanaway area. Riders can call 253-600-4146 for language assistance to book a ride with Runner. Travel training is also available for special needs populations and provides the best instructions on how to best utilize public transit in the Public Transportation Benefit Area. |
| Puget Sound Regional Council | Strategies and activities identified to address gaps | 42 | Runner is an affordable transit alternative compared to Uber or Lyft services. Families with low incomes are able to utilize ORCALIFT cards with Runner. ADA paratransit eligible riders aged 65 and older are able to utilize Regional Reduced Fare Permit (RRFP). Runner fares during all hours of operations remain the same of that as a fixed route bus. |

Project Coordination

Describe coordination efforts. Include details such as:

- o Inclusion in regional plans.
- o What prioritized strategies are being addressed?
- o Who was involved in defining the problem?
- o Other alternatives that were/are being considered for solving the problem.
- o Demonstrations of local/regional coordination for implementing the proposed project.

Coordination Efforts*:

Pierce Transit is an active participating member of the Pierce County Coordinated Transportation Coalition (PCCTC), which is a coalition of organizations in Pierce County that represent human service agencies, private and nonprofit transportation providers, and local public transportation agencies who work together to build a coordinated transportation system, especially for special needs populations. Pages 11-12 of the PCCTC's Coordinated Transit-Human Services Transportation Plan explains Strategic Goal 2 Connect the System, and how it will be met by developing service area agreements and partnerships for collaboration of transportation resources. On January 2024, a Memorandum of Agreement was created between Pierce County and Pierce Transit to demonstrate strong coordination and interconnectivity for special needs transportation in and around the Public Transportation Benefit Area (PTBA). The MOA describes how Pierce Transit and Pierce County will collaborate to provide financial support to Beyond the Borders Special Needs Transportation, the transportation service that help eligible riders in east and south Pierce County, who are outside the PTA, access public transit, medical services, employment, and shopping. The MOA is attached to this application for reference.

Pierce Transit is an also active member of the PSRC Coordinated Mobility and Accessibility Committee, formerly known as the Special Needs Transportation Committee, who develop recommendations for special needs transportation and implements the Coordinated Mobility Plan for the Puget Sound Region. Pages 44-46 of the PSRC Regional Transportation Plan mentions the ability of mobility on demand (MOD) services like the Runner to be utilized for first and last mile connections to close transportation gaps. Today, Runner closes those transportation gaps by providing first/last mile connections to transit systems, as well as connections with Beyond the Borders.

See SI.

By checking this box, you acknowledge that you coordinated or will coordinate this project with the planning organization(s) within the region(s) this project serves*: Yes

How does your project connect to, coordinate with, leverage, or enhance other modes of transportation in your service area (i.e., aviation, intercity bus or rail, park and rides, bicycle/pedestrian)?

Include in your response how the multimodal partnerships for this project will improve or enhance access to social services.

What efficiencies will be gained within the service area as a result of this project?

Multimodal Partnerships*:

Runner provides transit connections to PT's SR 512 P&R, Roy Y P&R, Parkland TC, South Hill P&R, 72nd St.TC, and bus stops along SR7 Pac Ave corridor that the Rt. 1 and Stream Community Line operate on. The Stream Community Line is an enhanced bus service operating on high frequencies from the Walmart in Spanaway to the Tacoma Dome Station (TDS). At TDS, riders access regional transportation services operated by Sound Transit. Runner also provides connections to the Rt. 4 that runs from Puyallup to Lakewood on the 112th St. corridor, a critical east-west connection. Riders utilize Runner to transfer to transit centers, where they access other local routes in the PTBA. Figure 1.1 shows all the transit connections the Runner augments. The Runner also operates in areas where PT's Shuttle vehicles do not operate in, which is demonstrated in the circled areas in Figure 2.1. Pierce Transit's Shuttle team has used Runner to connect ADA paratransit riders to get them where they needed to go. Runner's vans are smaller compared to cutaway buses and have an advantage to travel on roads not suitable for cutaways. Beyond the Borders has coordination points for transporting riders into the PTBA to connect them with Runner or ADA Paratransit Shuttle services, which is shown in Figure 2.2. Runner moves people more efficiently when a big bus isn't practical. Grouping riders who have similar trips into one trip improves rider convenience and provides efficiency in the service.

See SI.

Does this project have a planning or operating service area that crosses RTPO planning boundaries? *: No

Budget

Duration of Project

Planning projects can only choose *Two Years*.

Duration of Project*: Four Years

Expenses

| Expenses | If Other, Please List | ** July 1, 2023 - June 30, 2024 (Actual) | ** July 1, 2024 - June 30, 2025 (Budgeted) | July 1, 2023 - June 30, 2025 (Total of Actual and Budgeted) | July 1, 2025 - June 30, 2027 (Projected) | Variance Between Biennia | ** July 1, 2027 - June 30, 2029 (Projected) | Variance Between Biennia |
|--------------------------------------|-----------------------|--|--|---|--|--------------------------|---|--------------------------|
| Contracted Services - Transportation | | \$552,149.00 | \$567,910.00 | \$1,120,059.00 | \$1,419,055.00 | 26.69% | \$1,451,693.00 | 2.30% |
| | | \$552,149.00 | \$567,910.00 | \$1,120,059.00 | \$1,419,055.00 | | \$1,451,693.00 | |

Sources of Match

| Match Source | If Other, Please List | ** July 1, 2023 - June 30, 2024 (Actual) | ** July 1, 2024 - June 30, 2025 (Budgeted) | July 1, 2023 - June 30, 2025 (Total of Actual and Budgeted) | July 1, 2025 - June 30, 2027 (Projected) | ** July 1, 2027 - June 30, 2029 (Projected) |
|--------------|-----------------------|--|--|---|--|---|
| | | | | | | |

| | | | | | |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Local: Transit Sales Tax | \$276,077.00 | \$549,087.00 | \$825,164.00 | \$141,906.00 | \$145,169.00 |
| | \$276,077.00 | \$549,087.00 | \$825,164.00 | \$141,906.00 | \$145,169.00 |

Fares and Ride Donations

| | ** July 1, 2023 - June 30, 2024 (Actual) | ** July 1, 2024 - June 30, 2025 (Budgeted) | July 1, 2023 - June 30, 2025, (Total of Actual and Budgeted) | July 1, 2025 - June 30, 2027 (Projected) | ** July 1, 2027 - June 30, 2029 (Projected) |
|--------------------------|---|---|---|---|--|
| Fares and ride donations | \$25,358.00 | \$30,500.00 | \$55,858.00 | \$70,000.00 | \$72,000.00 |

Summary for July 1, 2025 - June 30, 2027

| | |
|--------------------------------|----------------|
| 25-27 Requested Amount: | \$1,207,149.00 |
| 25-27 Match Amount: | \$141,906.00 |

Summary for July 1, 2027 - June 30, 2029

| | |
|--------------------------------|----------------|
| 27-29 Requested Amount: | \$1,234,524.00 |
| 27-29 Match Amount: | \$145,169.00 |

Variances

| | |
|--|--------|
| Variance between 2023-2025 and 2025-2027: | 26.69% |
| Variance between 2025-2027 and 2027-2029: | 2.30% |

Variances:

The COVID 19 pandemic contributed to inflationary pressures and led to increased operational costs for micro transit all over the world. The 23-25 amount was budgeted in 2020, and experienced an unexpected rise in prices due to the pandemic. Ridership was also affected. That is why we see the 26.69% difference between the 23-25 and 25-27 biennium. Therefore, the 25-27 and 27-29 2.3% variance is based on today's market rates for micro transit service and normal price escalation.

Other Sources

Other Sources*:

Local match commitment letter is attached to this application. Local match is from 0.6% of all sales tax generated in the Pierce County Public Transportation Benefit Area. For every \$10 spent in the area, 6 cents go to Pierce Transit's local dollars.

Pierce Transit has not been able to identify other sources of funding for the project at this time. If this request is not funded, the agency may try to identify external partners for the project but may also look at prioritizing which services to operate.

Budget development methodology

Budget development methodology *:

Budget development methodology is based on key performance indicators identified to measure the success of the service. It is based on current market rates for micro-transit purchased transportation services. It is determined by how many vehicles are going to be operating in a micro-transit mobility zone, as well as how many hours and days in the year the vehicles will be operating in.

For the Spanaway Runner, it is 2 vehicles in service times 30 daily operating hours x an hourly rate of \$65.88 x 359 operating days. Total amount for 1 year of operations is \$709,527. The First Biennium is \$709,527 x 2 years = \$1,419,054. The second biennium has a 2.3% increase for inflation adjustment contingency. \$1,419,054 x 2.3% = \$1,451,692.

Local match calculations were calculated by getting 10% of the total project costs for each respective biennium.

DBE Goals

| DBE Goals | Percentage | Efforts | No DBE |
|-----------|------------|---------|---|
| No | 0.00% | | Pierce Transit has an existing contractor, VIA that currently operates the Spanaway Runner through June of 2026, with an option to extend. If the contract will not be extended, Pierce Transit will procure another contractor according to applicable procurement policies and procedures, and DBEs are welcome to apply. Pierce Transit has an existing Race Neutral DBE Goal of 2.5% that is for across all FTA funded contracts. |

Summary

July 1, 2025 - June 30, 2027

Total Project : \$1,419,055.00

Fares and Donations : \$70,000.00

Requested Amount \$1,207,149.00

This is the amount of grant funds your organization is requesting from July 1, 2025 - June 30, 2027

:

July 1, 2027 - June 30, 2029

Total Project : \$1,451,693.00

Fares and Donations : \$72,000.00

Requested Amount \$1,234,524.00

This is the amount of grant funds your organization is requesting from July 1, 2027 - June 30, 2029

:

4-Year Total Requested Amount: \$2,441,673.00

Indirect Costs

Indirect Costs

To charge indirect costs to a grant/project, your organization must have an approved indirect cost rate or cost allocation plan. Indirect costs must be included in the application budget.

If you plan to charge indirect costs, you must upload documentation of an approved indirect cost rate or cost allocation plan in the *Attachments* section.

Are you charging indirect costs to this grant/project? *: No

Service Level

Project Service Level Information

| Project Specific Information | July 1, 2023 - June 30, 2024 (Actual) | July 1, 2024 - June 30, 2025 (Budgeted) | July 1, 2023 - June 30, 2025 (Total of Actual and Budgeted) | July 1, 2025 - June 30, 2027 (Projected) | Percent of Change | July 1, 2027 - June 30, 2029 (Projected) | Percent of Change |
|---|---------------------------------------|---|---|--|-------------------|--|-------------------|
| Revenue Vehicle Hours | 4987 | 10770 | 15757 | 21540 | 36.70% | 22035 | 2.30% |
| Revenue Vehicle Miles | 101795 | 180091 | 281886 | 360812 | 28.00% | 368466 | 2.12% |
| <i>Passenger trips should be entered as whole numbers only.</i> | | | | | | | |
| Passenger Trips | 11718 | 15659 | 27377 | 31318 | 14.40% | 32038 | 2.30% |

Volunteer Hours 0 0 0 0 0.00% 0 0.00%

Project Service Level Description

Describe the methodology used to develop these estimates, including any assumptions used in their development. Identify data sources and monitoring processes.

How were service-level estimates developed?*

Revenue vehicle hours are service hours and are based upon a service span of 15 hours per day. Spanaway Runner runs 7am-10pm, 7 days a week. We intend to make some changes to this zone, going to a first/last mile service rather than primarily being point to point and move to a corner to corner rather than curb to curb where appropriate. We also plan to incorporate all of the Spanaway buffer and zone into one complete zone when we make the change to first/last mile service. This should allow for increased ridership but with vehicles traveling shorter distances, which will increase efficiency. VIA's system can override walk distances for riders with special mobility needs. With these changes, we hope to increase rides by 4 passengers per zone per day. This would mean increased productivity from 2.3 to 2.7. We would hope to see increases of seat availability from approximately 85% currently to 90-95%, with an average wait time of around 20 minutes. Trip times would decrease in length and aggregation of riders would increase. Our Spanaway Runner continues to be the zone with the majority of the ridership and with the changes mentioned, Pierce Transit hopes to be able to support more passengers connecting into buses in Pierce County and elsewhere within the Puget Sound. The Runner will continue to provide the valuable service needed where bus routes are not viable or practical and allow those that are not able to walk to bus routes or transit centers an alternative.

For demand-response or deviated fixed-route projects, summarize the intended outputs of this project in both qualitative (narrative) and quantitative (statistical) formats. There may be some projects where traditional performance measures (e.g., revenue vehicle hours/miles, passenger trips) do not apply. In those cases, quantifiable objectives can be used instead by submitting the following information: number of trainings or outreach, or number of passengers served, or other measurable outcomes produced by this project. Ensure there is a quantitative output, as these will be the baseline measurement for the following biennium's application. Qualitative measures are optional.

Intended Outputs:

- Average Customer Wait Time

This metric is used to monitor how the Runner program is performing compared to other services at Pierce Transit. Our goal is a wait time of 20 minutes or less, which is in line with most of our bus lines.

- Percent of Seats Available/Unavailable Per Day

This metric determines how we are meeting demand. Our goal is 95%, which is a standard metric micro transit uses to inform of a service operating effectively and efficiently.

- Overall Program Cost

This metric determines the long-term viability of our micro transit operations. It is used to determine how many vehicles we can operate with.

- Number of Accidents

This metric is our most important measure and is monitored by our contractor and Pierce Transit's Safety and Risk departments.

- Number of Complaints

This metric informs us of the overall stability of the program, and where we need to focus our time and money. This allows us to shift to areas that are of most concern to customers.

How will your organization measure whether the project is successful? Describe the steps you will take to improve performance if your project does not meet the identified performance targets.

Project Success Measurement *:

Pierce Transit pulls data from the Via Operations Center (VOC) into Microsoft PowerBI, which is accessible to all Pierce Transit staff. We can access data either directly through the VOC or use PowerBI. Pierce Transit monitors project success on a daily basis. As performance issues are noted, we discuss directly with VIA, and continually review ways to improve service. Other ways we can improve service is take a look at our Customer Experience Action Plan and go for public outreach to gather feedback from the riding public on how we can make service better. Currently we audit safety meetings, vehicles, and driver partners to ensure VIA's operation is in line with Pierce Transit's expectations. We do biweekly meetings with the VIA operations team and review any issues that have come to our attention. We are in communication with VIA daily if there are issues that require more immediate attention. We are in communication with our procurement team and update the contract as needed.

Milestones

Milestones

| Activities | Date (mm/yy) |
|------------|--------------|
|------------|--------------|

Project Start
Project Complete

07/25
06/29

Supplemental Information

Supplemental Information

Supplemental Information:

See SI in other sections refer to Supplemental Information that is presented here.

Special Needs Transportation:

Table 1 on Page 10 of the 2022 PSRC Coordinated Mobility Plan show a majority of special needs populations in Pierce County having higher percentage averages compared to the regional averages. These special needs populations are Youth 5-17 at 16.9%, Older Adults +65 at 13.6%, People with disabilities at 13.3%, People with Low Incomes at 24.3%, and Veterans at 12.2%. The higher percentages demonstrate a strong need for sustaining the proposed project.

Project Staff:

VIA is currently operating the Spanaway Runner. Their cutting-edge technology works to make transportation systems more equitable and efficient. VIA possesses specialized transportation experience all over the world.

Coordination Efforts:

Pierce Transit supports goals PSM T-2, PSM T-2.1, PSM T-2.2, and T2.3 in Pierce County's Comprehensive Plan July 2023 update on page 1606 by providing Runner service in the Spanaway-Midland-Parkland area.

Multimodal Partnerships:

Pierce Transit's Runner app partners with the Transit App, where transit riders are able to innovatively plan multi-modal routes and pay for trips that combine Pierce Transit's fixed route bus services and on demand services. Lastly, Runner physical stops are located throughout PT's service area at various Park and Rides, Transit Centers, and at Tacoma Dome Station.

Inclusive Planning in Vulnerable Populations and Overburdened Communities:

On pg. 35 of PT's 2024-2029 Transit Development Plan, it states that equity is at the forefront of how Pierce Transit plans its service. For any major service changes the agency may have, a Service Equity Analysis is conducted. The Service Equity Analysis is used to determine whether the major service change results in a disparate impact on minority populations and whether the change result in a disproportionate burden on low-income populations. Almost all of the PTBA encompasses Title VI areas. Figure 3.2 shows the Title VI areas inside the PTBA. Lastly, to highlight outreach results and efforts, Pierce Transit's Community Development Team conducted a record number of 495 community engagements about Pierce Transit and its public transportation services since the beginning of January 2024 to the present.

For more information about Pierce Transit's Runner, please visit <https://www.piercetransit.org/runner/>

Vulnerable Populations in Overburdened Communities & Tribes

Vulnerable Populations in Overburdened Communities

Identify the type of direct and meaningful benefits to vulnerable populations your project provides using the descriptions above, if any. Explain how your project provides these benefits. Your response may include suggestions about how WSDOT should evaluate project(s) against Climate Commitment Act requirements in the future.

Vulnerable Populations in Overburdened Communities*:

According to the Washington State Environmental Health Disparities Map, census tracts within the Pierce Transit Spanaway Runner Zone within the Pierce County Public Transportation Benefit Area, ranked a 6 or higher when it comes to environmental health hazards such as exposure to diesel emission levels, proximity to heavy traffic roadways, toxic release from facilities, etc. Health hazard ratings are identified in the Spanaway Runner Zone are visualized in Figure 3.1. People living in these overburdened communities have a higher risk for health problems. These are areas with low socioeconomic factors. Operating Runner in the area boost vulnerable populations' socioeconomic ladder, with more access to schools, jobs, medical and dental facilities, learning centers, childcare centers, etc. Runner provides connections to bus lines and make regional transportation connections. Runner continues to increase the social determinants of health for vulnerable populations living in and around the service area.

Runner is the best most efficient way to move people around when a bus is not a practical option. In the service area, it can be known to have high

traffic congestion. With Runner operating from 7am to 10pm, it provides transit service during on and off peak hours. For vulnerable populations, they have the capacity to travel outside the peak hours of traffic to avoid longer travel times and being exposed to more Co2 emissions on the road. The ability to travel during off peak traffic hours reduce the risk for accidents on the road, resulting in a safer way to travel to get to where people need to go.

If these populations were engaged by you or your representatives in developing or maintaining the project, describe the outreach efforts and results.

Inclusive planning:

Aligning with Pierce Transit's 2024-2029 Strategic Plan Goal 2 to "Engage with the community through outreach, partnerships, and listening opportunities," Pierce Transit implemented a series of targeted strategies to effectively involve and support the populations with performance metrics to measure success by. The participation of people is critical to the long-term sustainability of the agency. PT's Strategic Plan is attached.

Community members are able to provide feedback and suggest improvements and recommendations on plans, policies, and services offered by Pierce Transit to the Pierce Transit Community Transportation Advisory Group (CTAG), an advisory group that provides input to the Board of Commissioners. CTAG provides a forum for interactive discussions that encourages community stakeholder input, creating a two-way conduit to inform and get information out to the public; represent the interests of the community and help guide decisions in meeting priorities.

See SI.

Tribal Support

Is this project directly operated by a tribe?* No

Is your project serving and is it supported by a tribal nation in Washington? : No

Attachments

Tribal support correspondence/resolution:

Environmental Justice

Environmental Justice Assessment

Are you requesting \$15 million or more in WSDOT funds for your proposed project?* No

Environmental Justice Assessment (EJA) Map

EJA Map:

Environmental Justice Assessment (EJA) Completion

Enter the names of other agencies or governments (including affected tribes) that are involved with the project and their role:

Have you begun or have you completed the EJA?:

Environmental Justice Assessment (EJA) Reporting

Did you report the results of EJA to WSDOT Public Transportation Division staff? :

Attachments

Attachments

| Named Attachment | Required | Description | File Name | Type | Size | Upload Date |
|------------------|----------|-------------|-----------|------|------|-------------|
|------------------|----------|-------------|-----------|------|------|-------------|

Required for all projects

| | | | | | | |
|---|---|--|---|-----|--------|---------------------|
| Copy of organization's most recent audit report | ✓ | The 2022 Report is the most recent published audit report. As soon as the 2023 Audit Report is published, Pierce Transit will email it to WSDOT. | 2022 Financial Statements and Federal Single Audit Report.pdf | pdf | 6 MB | 09/16/2024 04:29 PM |
| Population density map | ✓ | Spanaway Runner Project Service Area Population Density Map | Spanaway Runner Population Density Map.pdf | pdf | 531 KB | 09/16/2024 12:21 PM |
| Service area map | ✓ | PT Service Area Map | Pierce-Transit-System-Map-April-2024.pdf | pdf | 181 KB | 09/16/2024 12:23 PM |

Required for new non-profit applicants only

501(c) IRS Letter of Determination (required for new non-profit applicants)

WA Utilities & Transportation Commission (UTC) Certification (required for new non-profit applicants who are direct service providers)

Conditionally required

Indirect costs documentation (required if you are charging indirect costs to the project)

In-kind match valuation proposal (required for operating & mobility management projects that are proposing to use in-kind as matching funds)

Procurement policy (required for new applicants or current grantees without a current policy on file with WSDOT)

PT Procurement Policies and Procedures

[Pierce Transit Procurement Policies and Procedures.pdf](#)

pdf 435 KB 09/16/2024 12:32 PM

Optional attachments

Letters committing matching funds

Local Match Commitment Letter

[25-27 Consolidated Grant Application Local Match Commitment Letter for Spanaway Runner.pdf](#)

pdf 152 KB 09/16/2024 12:25 PM

Letter of concurrence (for projects that operate in multiple planning regions)

Letters of support (combine into one file attachment)

Letters of Support for Spanaway Runner

[25-27 Consolidated Grant Application Letters of Support for Sustaining Spanaway Runner.pdf](#)

pdf 808 KB 09/16/2024 12:29 PM

Supplemental information

Document contains the map figures referenced in the application, the coordination MOA for Beyond the Borders support with Pierce County, and PT's 2024-2029 Strategic Plan

[25-27 Consolidated Grant Application Sustaining Spanaway Runner Supplemental Information Figures and Documents.pdf](#)

pdf 4 MB 09/16/2024 06:55 PM

Optional construction attachments

NEPA/SEPA assessment, if available

Supplemental construction project information (building or site designs, site plans, location exhibits, etc.), if available

Certification

Certification

I certify, to the best of my knowledge, that the information in this application packet is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capabilities to implement and manage the project associated with this application:

Certification*: Yes

Application Authority*: Peter Paul Camacho
First Name Last Name

Title*:

Grants Coordinator

Date*:

09/16/2024

25-27 WSDOT Consolidated Grant Program Application

Pierce Transit Runner: Sustaining Spanaway's Transit Connector

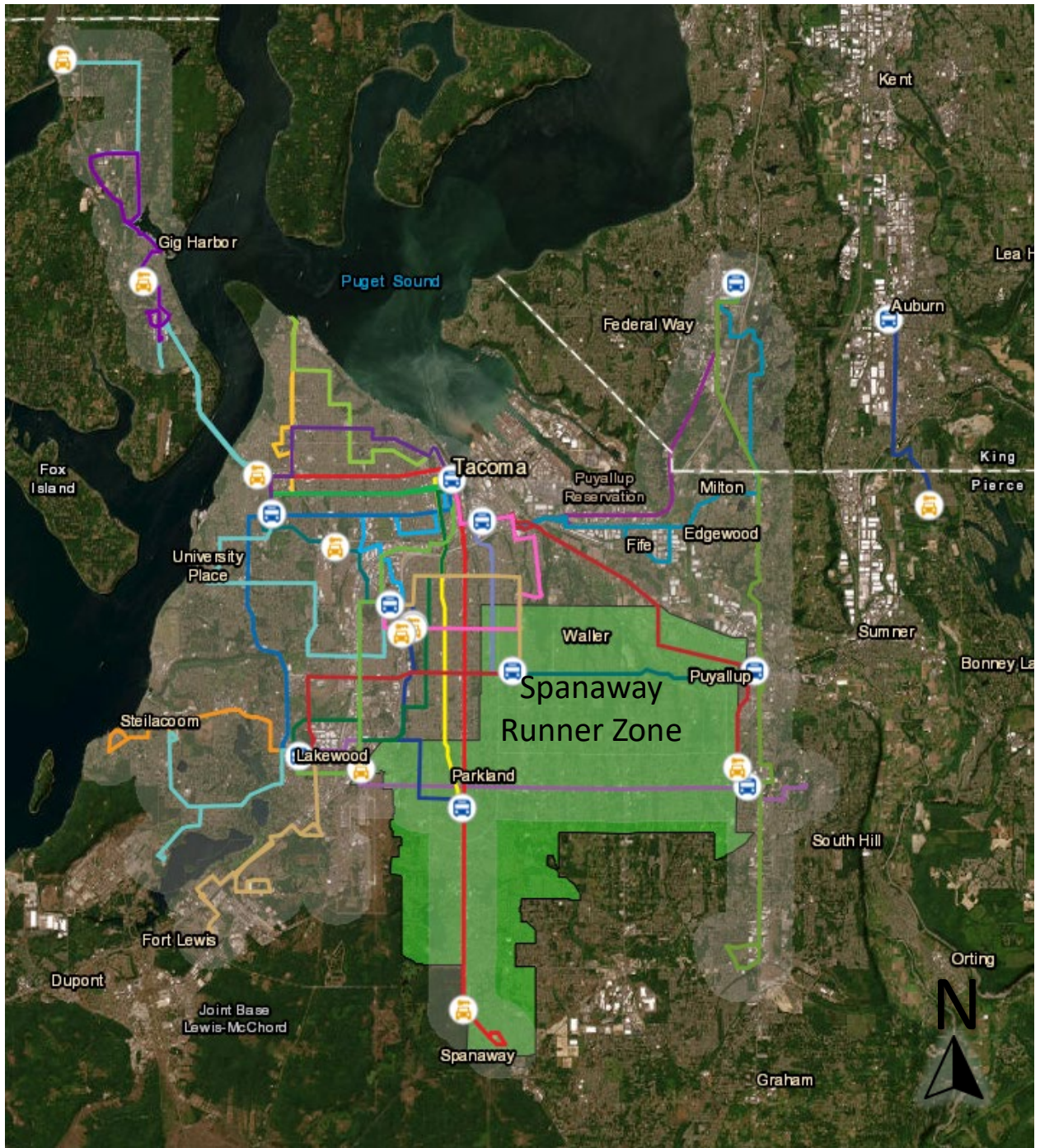
Supplemental Information Documents

1. Map Figures referenced in Grant Application Sections
2. Pierce County and Pierce Transit Coordination MOA to Support Beyond the Borders Special Needs Transportation
3. 2024-2029 Pierce Transit Strategic Plan



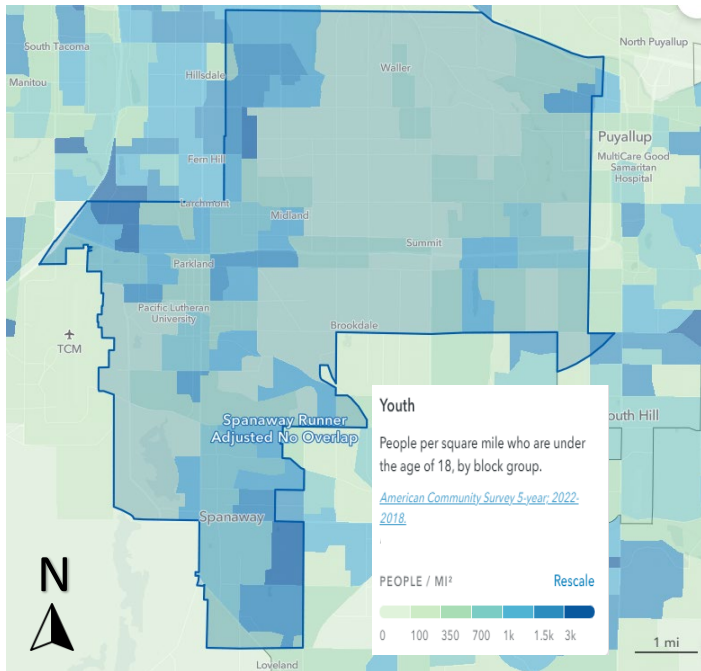
Photo Credit: from Pierce Transit's 2024 Student Art Contest Winner

Figure 1.1: Service Area Map

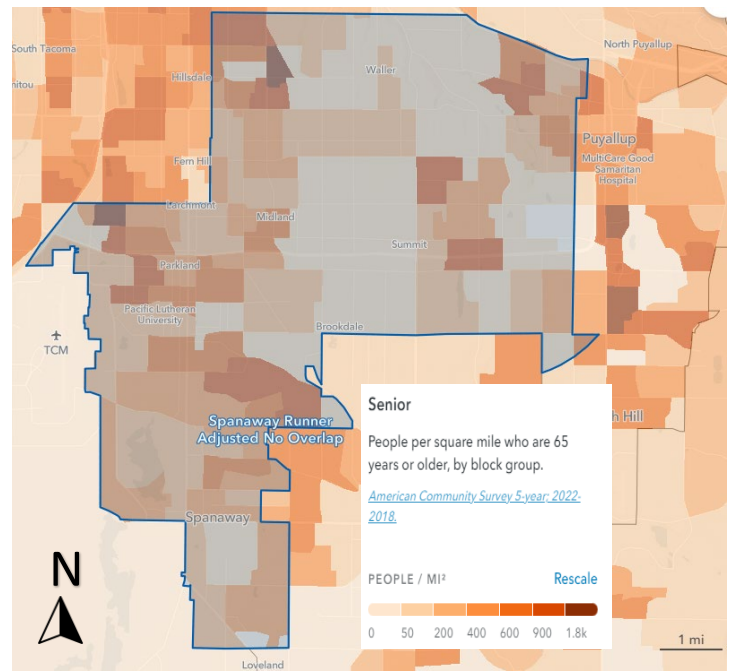


Micro-transit mobility zone is marked in green

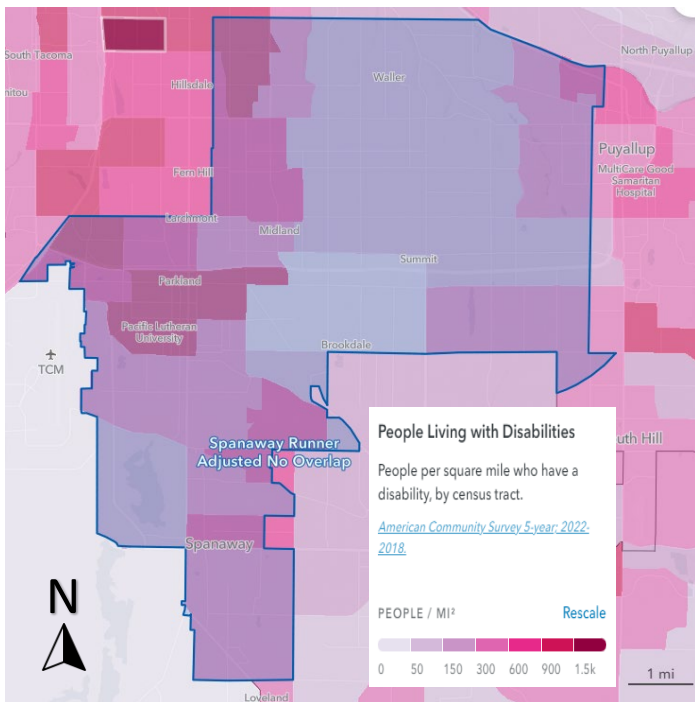
Figure 1.2 Spanaway Runner Special Needs Populations Demographics



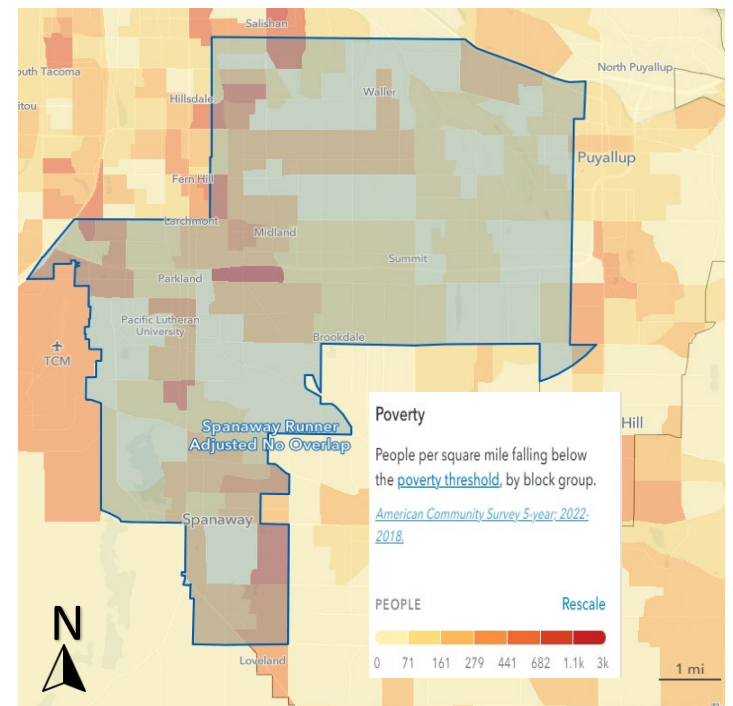
Approximately 24% of the population in the zone are youth.



Approximately 13% of the population in the zone are seniors aged 65 and older.



Approximately 15% of the population in the zone are people living with disabilities.



Approximately 12% of the population in the zone are people living in poverty.

Figure 2.1 Pierce Transit ADA Paratransit Shuttle Service Area and Runner Service Area

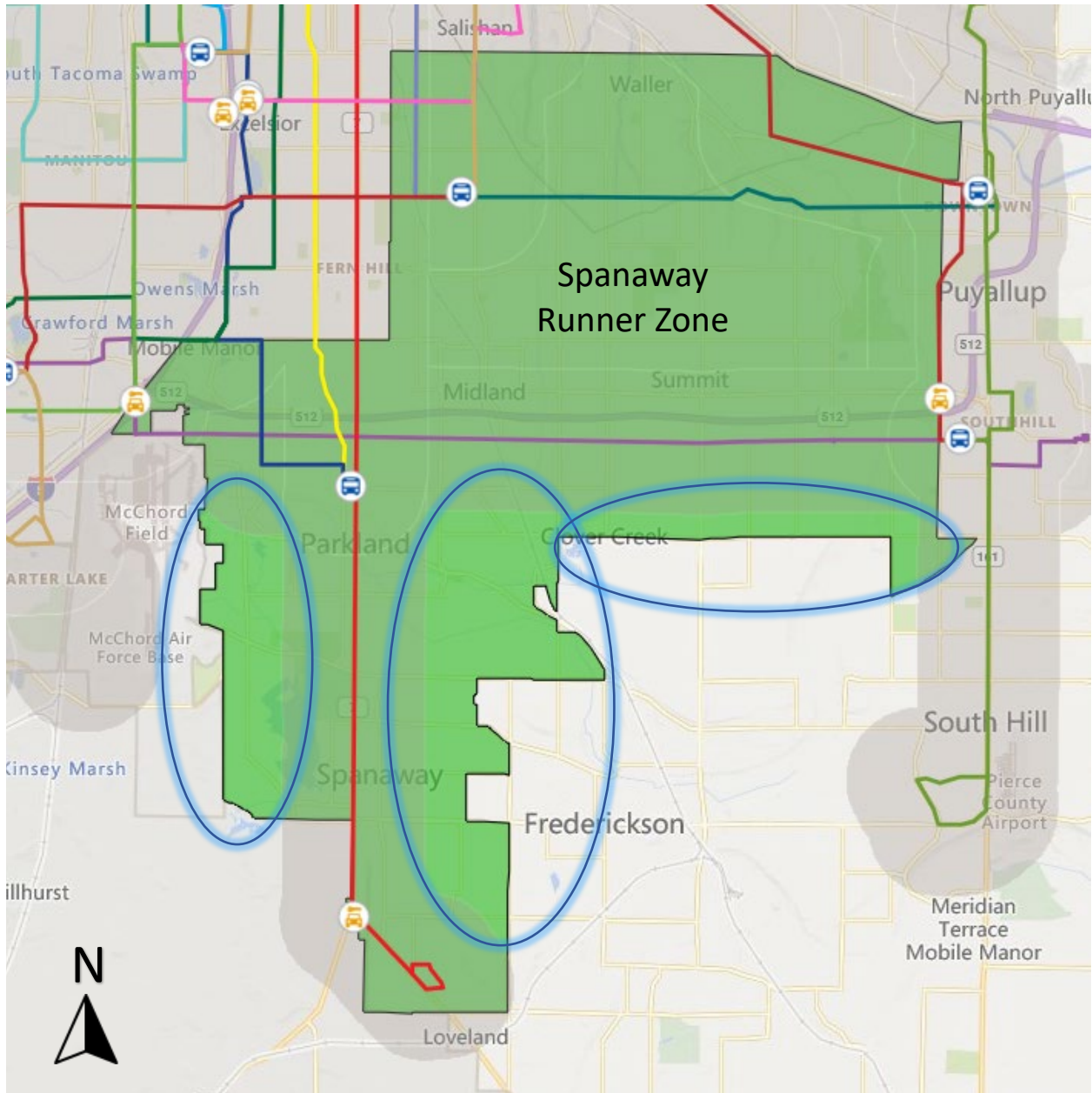


Figure 2.1 demonstrates the Runner's service area in green overlapping the shuttle service area in gray, and extends out beyond the shuttle service areas, which are circled in blue. Runner can fill transportation gaps from the current shuttle service.

Figure 2.2 Shuttle Service Area, Runner Service Area, and Beyond the Borders Service Area

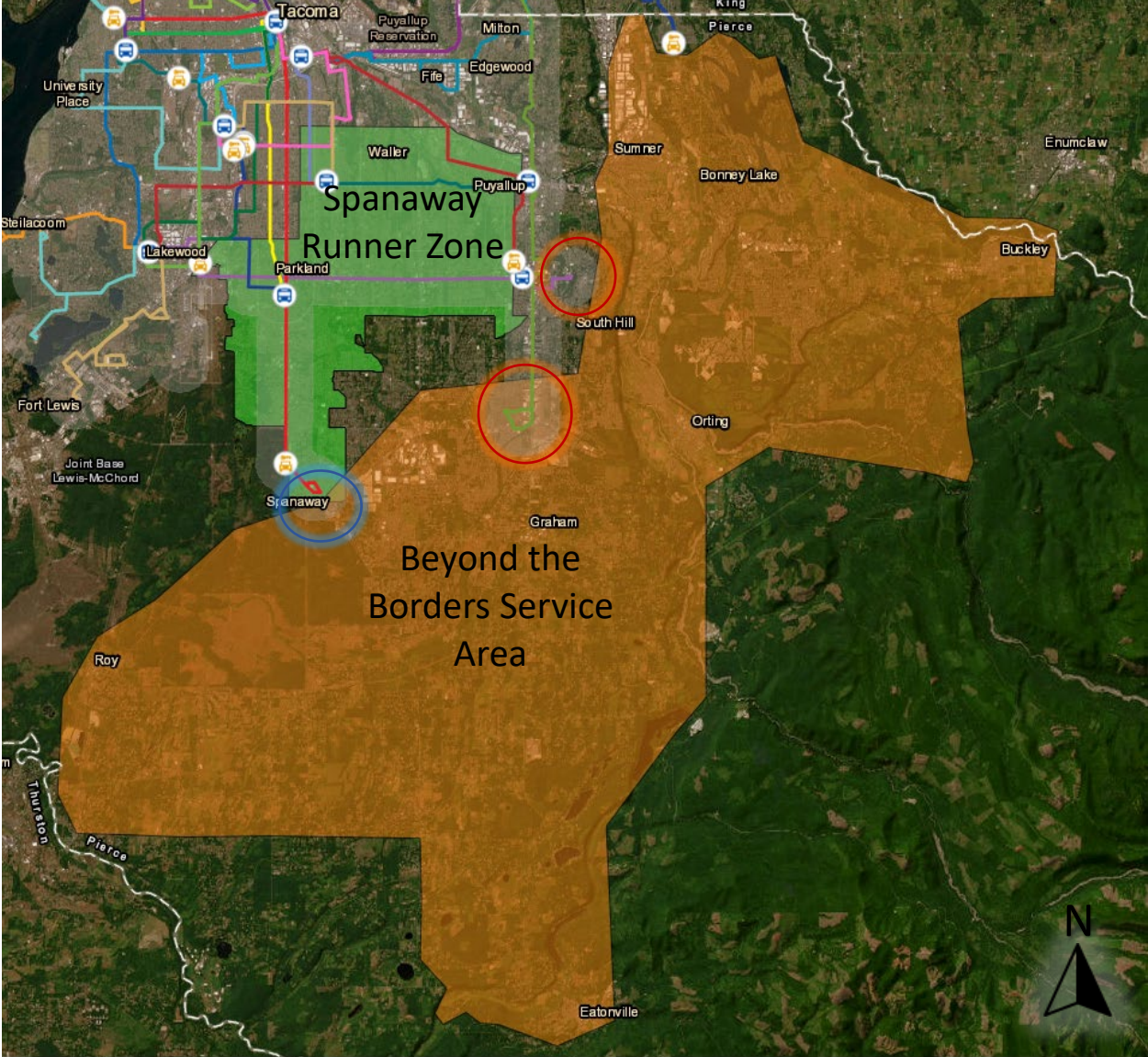


Figure 2.2 demonstrates the coordination made between Beyond the Borders and Pierce Transit. Beyond the Borders transports riders from the orange zone to designated pick up sites in the circled areas for Pierce Transit’s Runner in the green zone and Shuttle in the gray zone.

Figure 3.1 Environmental Health Disparity Map Rating for Spanaway Runner Zone

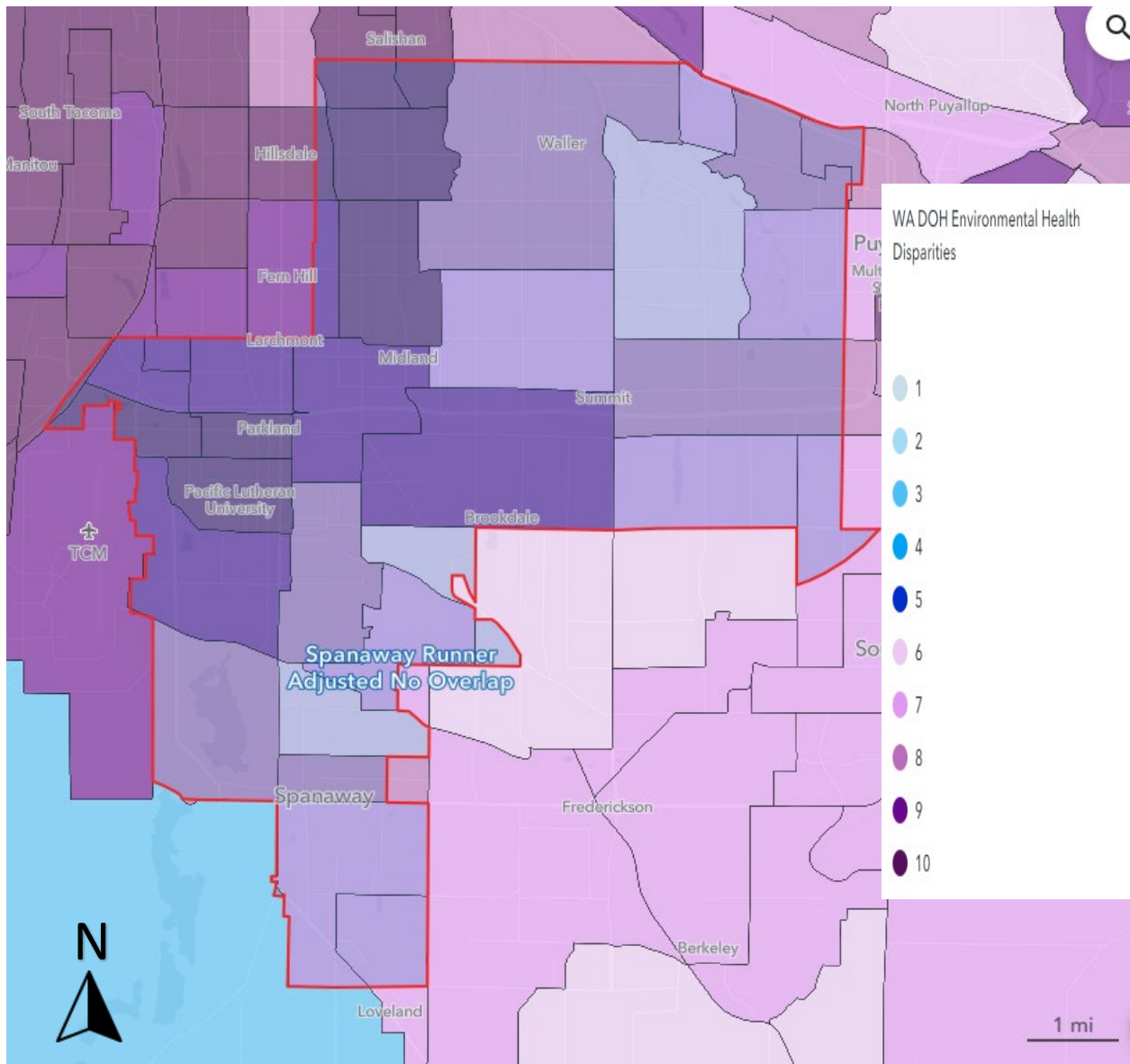
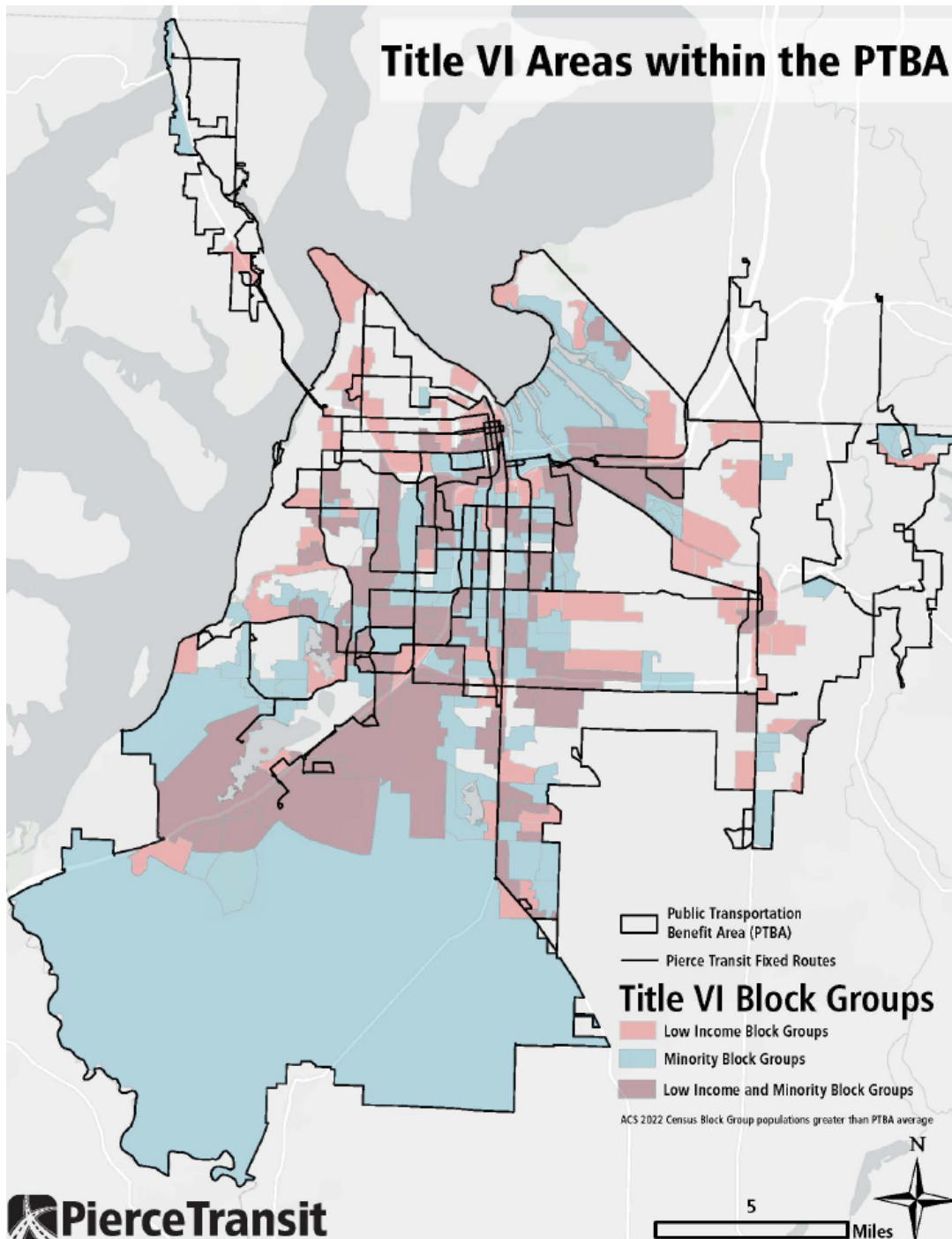


Figure 3.2 Title VI Areas within Pierce Transit's Service Area



MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND PIERCE TRANSIT
SUPPORTING BEYOND THE BORDERS SPECIAL NEEDS TRANSPORTATION

This memo of agreement (MOA), made and entered into this 1st day of January, 2024 by and between Pierce County, hereinafter referred to as the “County”, and the Pierce County Public Transportation Benefit Area (PTBA) Corporation, a Municipal Corporation, hereinafter referred to as “Pierce Transit”(PT), formed under authority of Chapter 36.57A of the Revised Code of Washington, sets forth a common agreement concerning, the development, funding and implementation of coordinated transportation projects, including a “Coordinated Transportation Plan for people with special transportation needs in Pierce County”. This MOA provides for a combination of products, & services in a manner and pursuant to forms of government organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities.

RECITALS

Whereas, Pierce Transit and the County are both active members of the Pierce County Coordinated Transportation Coalition (PCCTC); and

Whereas, the County is the lead agency for developing a Coordinated Transportation Plan for Pierce County in accordance with the Agency Council on Coordinated Transportation (ACCT) guidelines and under the cooperative guidance of the Coalition; and

Whereas, the County has received grant funding that supports coordinated transportation projects; and

Whereas, both jurisdictions support the cooperative development and implementation of coordinated transportation projects to the extent feasible with limited resources, and serving a variety of community transportation service needs; and

Whereas, both parties wish to enter into this MOA, in order to help fund and complete coordinated transportation projects for people with special transportation needs in Pierce County.

Now therefore, in consideration of interagency efficiencies, the County and Pierce Transit hereby agree to work jointly to coordinate grants and funding opportunities that support efforts to develop and implement coordinated transportation projects as specified under this MOA.

OBJECTIVE

The objective of this MOA is to provide funding to support ridership for the Beyond the Borders transportation program from January 1, 2024 through December 31, 2026. This three-year Memorandum of Agreement between Pierce County and Pierce Transit will support Beyond the Borders Special Needs Transportation in an amount of \$180,000 per year and a potential annual increase of \$40,000 for years 2025-2026. The total grant of \$580,000.

COORDINATED TRANSPORTATION BACKGROUND

In October of 2000, the Pierce County Coordinated Transportation Coalition (PCCTC) was formed. The Coalition is a diverse group of citizens, transportation providers, human service agencies, local governments, and advocacy groups that are working together to develop a coordinated transportation plan. The mission of the PCCTC is to plan for and develop coordinated transportation services and programs that will achieve increased efficiencies and will be able to provide enhanced mobility and accessibility to a greater number of Pierce County residents, particularly those with special transportation needs. The County is designated as the lead agency for the PCCTC. As lead agency, the County manages the administrative process to develop and implement a coordinated transportation plan for Pierce County.

This MOA supports and leverages resources and funding for Beyond the Borders. Beyond the Borders has been in operation since 2003 and was the first coordinated transportation project developed by the PCCTC. Pierce Transit has been a supporting partner since the beginning. Beyond the Borders provides connections to Pierce Transit services for those who live outside the PTBA and provides access to destinations not served by Pierce Transit. The program serves individuals with special needs including youth, individuals with disabilities, veteran's, low-income individuals, and seniors. Beyond the Borders also provides a Boundary Expansion service which provides trips to locations up to seven miles inside the PTBA. This allows SHUTTLE-eligible customers living outside the PTBA to travel entirely with Beyond the Borders to their destination, without transferring to SHUTTLE. Along with Pierce Transit's contribution, other funding sources include grants from the Washington State Department of Transportation, Pierce County Developmental Disabilities, Pierce County Veteran's Administration, and the Area Agency on Aging. Beyond the Borders received a priority ranking of A from the Puget Sound Regional Council (PSRC) for the 2023-2027 biennium which is the highest project ranking available. This project is included in the Transit Development Plan, as well as in the local and regional (PSRC) Human Services Transportation Plan.

RESPONSIBILITY OF THE COUNTY TO PIERCE TRANSIT

Beyond the Borders shall be managed by Pierce County. The County will be responsible for contracting for services, paying for all goods and services related to the project and fiscal record keeping for Beyond the Borders. The County may request reimbursement for projects defined and agreed to under this MOA. All requests shall include documentation of project costs and/or a copy of all invoices. The County is responsible for documenting and requesting eligible reimbursement under this MOA and submitting requests to Pierce Transit.

ADMINISTRATION

The management of Beyond the Borders shall be under the direction of the County, unless specified otherwise under this MOA. The County has designated Daeveene May, Pierce County Human Services,

as lead person for this project. Pierce Transit has designated Ausha Potts as Pierce Transit's liaison with the County under this MOA.

FUNDING SOURCES and DISTRIBUTION

Under the terms of this MOA, Pierce Transit will provide up to one hundred and eighty thousand dollars (\$180,000.00) yearly toward Beyond the Borders, as long as Pierce Transit's financial conditions permit this contribution, and this funding is allocated in Pierce Transit's budget. The County may use up to 10% of these funds for administrative costs to support this project. Pierce Transit's contribution may not exceed fifty percent (50%) of the local project cost and may be used to match the County's other available resources including any eligible combination of local, Federal, or State funding to be secured by the County, and subject to grant match requirements. The County shall invoice Pierce Transit for final reconciliation of Pierce Transit's contribution no later than December 31, yearly. Final approval and distribution are subject to meeting all grant requirements.

This MOA does not specify the source of funding used by Pierce Transit to complete obligations identified under this MOA.

CONTRACTS FOR BEYOND THE BORDERS

The County shall have authorization to award and manage contracts. This shall include making payments to contractors and any suppliers. The County shall notify Pierce Transit of any changes in contracts that would change scope of work or timeline for completion of projects under this MOA. The County shall coordinate with Pierce Transit to assure consistency with grant requirements and project intent prior to executing a contract for a project identified under this MOA.

INDEMNIFICATION

Each Party to this MOA shall be responsible for its own acts and/or omissions and those of its employees and agents. No party to this MOA shall be responsible for the acts and/or on entities or individuals not a party to this MOA.

TERMINATION

Either Party may terminate this MOA hereto with 60 days advance written notice sufficient to permit the remaining Party to reasonably assume the responsibilities being performed by the terminating Party. Such termination shall not affect or terminate any other MOA between the parties hereto. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this MOA.

NON-DISCRIMINATION

The parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this MOA or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

MODIFICATIONS TO THIS MOA

The County and Pierce Transit may request changes to this MOA. Any such changes that are mutually agreed upon by the Parties to this MOA shall be incorporated herein by written amendment to this MOA.

DURATION

This MOA shall commence upon January 1, 2024 through December 31, 2026, or until both parties agree that the coordinated transportation project has been completed.

NOTICES and REQUESTS

Notices to the County: Until such time as the County notifies Pierce Transit in writing otherwise, all notices to the County required to be given under the terms of this MOA, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

John Barbee, Community Services Program Manager
Pierce County Human Services
3602 Pacific Ave South, Suite 200
Tacoma, WA 98418



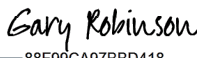
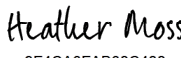
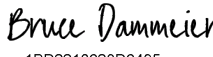
Notices to Pierce Transit: Until such time as Pierce Transit notifies the County in writing otherwise, all notices to Pierce Transit required to be given under the terms of the MOA, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

Mike Griffus, Chief Executive Officer
Pierce Transit
P.O. Box 99070
Tacoma, WA 98496-0070

PIERCE COUNTY

MEMORANDUM OF AGREEMENT Signature Page

IN WITNESSTHEREOF, the parties have executed this Agreement on the days indicated below:

| PIERCE TRANSIT: | PIERCE COUNTY: |
|--|--|
|  Date: 1/18/2024 | Attest: The terms and provision of this Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the County. DocuSigned by:  BD5466261D144EC... 1/16/2024 |
| | Deputy Prosecuting Attorney Date (as to form only) DocuSigned by:  88F99CA97BBD418... 1/10/2024 |
| | Finance Date DocuSigned by:  9F4CA0FAB08C488... 1/10/2024 |
| | Heather Moss, Director Human Services Date DocuSigned by:  1BD2210628D6495... 1/16/2024 |
| Mike Griffus, Chief Executive Officer PT# 1845 Date | Bruce Dammeier, Executive Date |



2024-2029 STRATEGIC PLAN



OUR VISION

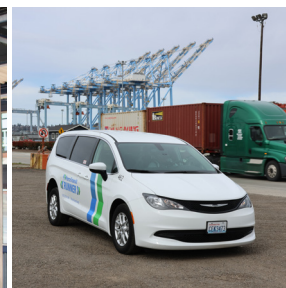
Your Preferred Transportation Choice

OUR VALUES

Innovative, Driven, Responsible,
Equitable

OUR MISSION

Improve people's quality of life by providing safe, reliable, and accessible transportation services that are locally based and regionally connected



Goal 1 Adopt a “Customer First” mindset

The first corner of the “strategic building,” and the foremost goal, is to foster a customer first mindset throughout our organization, ensuring that our riders’ needs, comfort, safety, and satisfaction are at the heart of everything we do.

STRATEGIES

- Create and implement a 6-year Customer Experience Action Plan that addresses top improvement opportunities identified by Pierce Transit customers.
- Adopt and implement Fixed Route System Recovery Plan.
- Develop a High-Capacity Transit Plan for at least three corridors.
- Assess and improve system security and safety plans with “customer first” focus.
- Design and deliver services that are inclusive to all individuals and abilities.

PERFORMANCE METRICS

- Total system ridership will increase by 6% per year.
- 25% of service area residents within a 10-minute walk of routes with 15-minute weekday frequencies, or better.
- Increase the satisfaction levels in rider surveys for questions on overall satisfaction, personal security on the bus and at the bus stop, and cleanliness of buses and Pierce Transit facilities by 20%.
- Achieve 85% on time performance.



Goal 2 Engage with the community through outreach, partnerships, and listening opportunities

Next to holding customers as the highest priority, ensuring the broader community is also engaged and supportive is critical to the long-term sustainability of the agency. Partnerships with public, community, and private organizations are critical to our role in the community and fulfilling our mission.

STRATEGIES

- Establish and regularly communicate an accountability dashboard for the Strategic Plan.
- Strengthen local strategic partnerships with community groups, community-based organizations, non-profit groups, government, businesses, and trades.
- Establish a public process to develop definitions and metrics to better understand and advance equity.
- Enhance efforts to systematically inform and communicate with customers and the community.
- Establish consistent and methodical feedback systems to gather, analyze, and act on customer and community feedback.
- Expand career launch opportunities with apprenticeships, local non-profits, and regional education partners.

PERFORMANCE METRICS

- Increase the net favorable opinion of respondents of Pierce Transit in the community survey to +40.
- Increase the number of ORCA Business Accounts by 25%.
- Establish a metric to report on employee recruitment that is a result of local partnerships.
- Empanel a public equity task force.
- Complete a Pierce Transit Equity Framework, including metrics.



Goal 3 Elevate the employee experience

Pierce Transit employees deliver essential services to the community and are the most important element of the agency. Quality services can only be provided with a dedicated, professional, engaged workforce. Therefore, employee retention and engagement should be a top agency priority.

STRATEGIES

- Foster an environment of employee well-being by cultivating a culture of open, transparent, and complete communication, and collaboration.
- Assemble, adopt, and implement a “workforce development” plan focused on employee attraction, retention, and succession.
- Implement strengths-based leadership practices for management/leadership roles.
- Improve conditions for employee personal security.
- Continue to support and enhance the agency safety culture.
- Strengthen and enhance equal employment opportunity and diversity, equity, and inclusion programs.

PERFORMANCE METRICS

- Retain at least 85% of employees per year.
- Increase participation in annual employee engagement and diversity, equity, and inclusion surveys to at least 60%.
- Improve index scores by 0.2 for the culture of equity index and culture of inclusion index in the annual DEI survey.
- Improve by 10% the average score for the question “How likely are you to recommend Pierce Transit as a great place to work?”
- Internal customer service scores of 75% or greater for employee internal customer service satisfaction.
- 100% of managers receive strengths-based leadership practices training within their first year.



Goal 4 Assure sustainability of Agency’s finances, infrastructure, and environment

The fourth corner of the “strategic building” is the agency’s financial and physical assets. Ensuring that finances can sustain the agency’s plan and that physical assets remain in quality and functional condition is essential to long-term sustainability. As a major source of vehicle emissions, it is also important that the agency meet the needs of the community and the riders for environmentally sound practices and emission policies.

STRATEGIES

- Build a business case and action plan for expanding funding to the full extent provided by the legislature.
- Improve the prioritization process for major service improvement and infrastructure projects. The process improvement would include expanded project development and evaluation criteria to align with the Strategic Plan.
- Establish a financial baseline and a prioritized list of service and infrastructure improvements that can be supported by current or future funding measures and grants.
- Present a business case to the community on the potential to expand the PTBA boundaries.
- Develop a Climate Action Plan (fleet, facilities, and operations).
- Review/develop major project development and delivery process.

PERFORMANCE METRICS

- In the community survey, increase the net number of respondents positively inclined to the statement “The job Pierce Transit is doing managing taxpayer dollars responsibly” to +10.
- Increase the net number of respondents in the community survey positively inclined to the statement: “The job Pierce Transit is doing overall to +10.”
- Reduce total greenhouse gas emissions compared to 2017 by 40%. (metric tons of CO2).
- Maintain appropriate financial reserves for the agency, consistent with adopted policy.
- 95%, or more, of the revenue fleet meets the useful life benchmark.
- 75% of the agency’s facilities meet the state of good repair standard.



August 26, 2024

Michael Griffus
Chief Executive Officer
Pierce Transit
3701 96th St SW
Lakewood WA 98499-4431

Re: Letter of Support for Pierce Transit's WSDOT Consolidated Grant Program
Applications for New and Existing Runner Services

Dear Mr. Griffus,

On behalf of Pierce County Human Services, I am writing to express our support for Pierce Transit's Washington State Department of Transportation's Consolidated Grant Program applications to sustain its Spanaway Runner and to fund new Runner service zones in Gig Harbor, Ruston, and Tideflats.

This micro transit service currently provides transportation to special needs populations such as the youth, people with disabilities, older adults aged 65 and older, and families with low incomes. Runner is a flexible, on-demand service that riders can utilize by easily booking rides through a smart phone application. Runner connects special needs populations to bus lines, transit centers, and shuttle pick up locations. Runner is able to fill in transportation gaps for ADA paratransit eligible riders. The Runner operates in areas in Pierce County where fixed route buses and shuttle service zones do not operate in. The project represents an important equity and opportunity investment to the ADA community and aims to increase ADA accessibility and mobility throughout the Pierce Transit service area.

Thank you for your consideration towards Pierce Transit's grant application to continue funding Runner to serve special needs populations in Pierce County.

Sincerely,

A handwritten signature in black ink that reads "Daeveene J. May".

Daeveene J. May
Pierce County Human Service- Mobility Manager

September 5, 2024

Michael Griffus
Chief Executive Officer
Pierce Transit
3701 96th Street SW
Lakewood, WA 98499-4431

Re: Pierce Transit's WSDOT Consolidated Grant Program Application to Sustain Runner in Spanaway

Dear Mr. Griffus,

On behalf of Franklin Pierce School District, I am writing to express our support for Pierce Transit's Washington State Department of Transportation's Consolidated Grant Program application to sustain the Spanaway Runner special needs transit connector project.

This micro transit service currently provides transportation to special needs populations such as the youth, people with disabilities, older adults aged 65 and older, and families with low incomes in the Spanaway-Midland-Parkland area. In the area, the youth population continues to grow, hence the need to provide more transportation services.

Transportation services like Runner allow students to participate in after school activities and programs. Transportation can be a major limiting factor to a student's participation in after school activities and programs. After school programs promote positive youth development and growth. If sustained, Runner will continue to be a part of supporting youth development.

Thank you for your consideration towards Pierce Transit's grant application to continue funding Runner to serve special needs populations in Pierce County.

Sincerely,

A handwritten signature in blue ink that reads "Lance Goodpaster".

Dr. Lance Goodpaster
Franklin Pierce Schools
Superintendent
lgoodpaster@fpschools.org
(253) 298-3010



September 6, 2024

Michael Griffus
Chief Executive Officer
Pierce Transit
3701 96th St SW
Lakewood WA 98499-4431

Re: Letter of Support for Pierce Transit's WSDOT Consolidated Grant Program Application to Sustain Runner in Spanaway-Midland-Parkland Area

Dear Mr. Griffus:

On behalf of Bethel School District, I am writing to express our support for Pierce Transit's Washington State Department of Transportation's Consolidated Grant Program application to sustain the Spanaway Runner special needs transit connector project.

This micro transit service currently provides transportation to special needs populations such as the youth, people with disabilities, older adults aged 65 and older, and families with low incomes in the Spanaway-Midland-Parkland area. This area is a public transportation desert with challenging infrastructure for those who walk and roll to destinations. Residents in these areas lack access to transit routes particularly in the east/west direction. The existing north/south Route 1 along SR7 is the most frequent route in proximity to this zone offering a broad span of service with connections to other local routes. There is a major employment center (Walmart) at the southern leg of the zone; the zone also encompasses Pacific Lutheran University, and parts of the Bethel and Franklin Pierce School Districts.

Transportation services like Runner allow students to participate in after school activities and programs. Transportation can be a major limiting factor to a student's participation in after school activities and programs that promote positive youth development and growth. If sustained, Runner will continue to be a part of supporting youth development.

Thank you for your consideration towards Pierce Transit's grant application to continue funding Runner to serve special needs populations in Pierce County.

Sincerely,

Brian M. Lowney, Ph.D.
Interim Superintendent



September 12, 2024

Don Chartock, Deputy Director
Public Transportation Division
Washington State Department of Transportation
310 Make Park Ave SE
P.O. Box 47300
Olympia, WA 98504-7300

Subject: 10% Local Match Commitment for 25-27 Consolidated Grant Program Application to Sustain the Spanaway Runner Project

Dear Mr. Chartock,

On behalf of Pierce Transit, I am writing to express the agency's commitment to the identified local match for the Consolidated Grant Program Application to sustain the Spanaway Runner in the amount of **\$141,906** for the 25-27 Biennium and **\$145,169** for the 27-29 Biennium. The source of local funds is Pierce Transit's voter-approved levy of 0.6%. The funds are secure and available, should the agency be successfully awarded this grant opportunity. If you have any questions, please contact me at cschuler@piercetransit.org.

Respectfully,

A handwritten signature in blue ink, appearing to read "Chris Schuler".

Christopher Schuler
Chief Financial Officer
Pierce Transit



PIERCE TRANSIT PURCHASING PROCEDURES MANUAL

Published May 2021

Purpose

Pierce Transit's Purchasing Procedures Manual ("Manual") is intended to direct the procurement of goods and services at a reasonable cost, using an open, fair, documented and competitive process whenever reasonable and possible. The integrity, efficiency, and effectiveness of Pierce Transit's procurement functions are critical elements of sound government.

Policy Statement

The Pierce Transit Board of Commissioners ("Board") has set forth the agency's policy requirements and the delegation of certain authority for the purchase of goods and services in the Pierce Transit Code ("Code"). All provisions in this Manual are subject to the Code, and in the event of any conflict between this Manual and the Code, the provisions of the Code shall govern. The Code is kept on file with the Clerk of the Board and may be found here: https://library.municode.com/wa/pierce_transit/codes/code?nodeId=PIERCE_TRANSIT_WASHINGTONCO

Pierce Transit desires a fair and open process for procurement of goods and services that is free from the potential for bias and conflict of interest. Pierce Transit also strives to apply consistent and appropriate practices for solicitations and contracting. Procurements of goods and services shall provide Pierce Transit with the best quality and best value. All purchases are to be made within budgetary limitations and for the purpose of the goals and objectives approved in Pierce Transit's budget.

In the Code, the Board has delegated the CEO the responsibility to develop and administer procurement procedures. Inherent in that delegation is the responsibility to procure goods and services that are of high quality and that perform their intended purpose, and to use good judgment during the procurement process. The Finance Division, and specifically the Procurement Department, is charged with developing the administrative procedures to implement the Code. Procedures ensure the fiscal responsibility of Pierce Transit in expending resources for goods and services for operations. This Manual is based on legal requirements and guidelines provided in the Revised Code of Washington, by the State Auditor's Office, and by best practices developed by the Municipal Research Services Center and Government Finance Officers Association, among other resources.

This Manual governs the purchase of supplies, materials, inventoried maintenance parts and equipment, personal purchased and professional services, and public works contracts. In order to ensure a fair and open procurement process, Pierce Transit employs Procedures and Guidelines for Preventing Organizational Conflicts of Interest (OCOI) attached hereto as Exhibit B.

Definitions

- A. "Architectural and Engineering Services" means Professional Services rendered by any person, other than a Pierce Transit employee, to perform activities within the scope of the professional practice of architecture (Chapter 18.08 RCW), professional practice of engineering and land surveying (Chapter 18.43 RCW), and/or professional practice of landscape architecture

(Chapter 18.96 RCW).

- B. "Committee" means any committee created by the Board of Commissioners that has been delegated authority by the Board to authorize contracts up to a certain value. As of the date of this Manual, both the Executive Finance Committee and the Service Delivery and Capital Committee have been granted authority by the Board to approve contracts valued at up to \$1,000,000.
- C. "Contract Authorization Summary" outlines the levels at which the CEO, Executive Directors, managers, or the Board may commit Pierce Transit to a contract. This summary is attached as Exhibit A.
- D. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
- E. "Electronic Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- F. "Emergency" means unforeseen circumstances beyond the control of Pierce Transit that either (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- G. "Formal Competitive Bid" is the process of advertising and receiving sealed written or sealed electronic bids from prospective vendors. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.
- H. "Informal Competitive Quotes" are price quotes from vendors that are obtained in a variety of ways such as phone, fax, electronically, website comparisons, or writing. Results must be documented. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.
- I. "Interlocal Agreements" are agreements relating to the exercise of governmental powers in a joint or cooperative undertaking with another public agency pursuant to RCW 39.34.
- J. "Invitation To Bid" is a process to solicit competitive bids for public works contracts. This includes the specifications, engineer's cost estimate, and construction drawings.
- K. "Life Cycle Cost" means the total cost of an item to Pierce Transit over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
- L. "Materials, Supplies and Equipment" are tangible personal property items that are purchased not in connection with a Public Work project. These items may be either operating or capital, depending on the nature of the purchase and intended use. Examples include vehicle parts, office supplies, landscape materials and the like.
- M. "MRSC Small Works, Vendor and Consultant Roster" is a shared statewide small public works, vendor and consultant roster service managed by the Municipal Research and Services Center of Washington (MRSC) used by Washington state local public agencies. The Small Works, Vendor and Consultant Roster is maintained and operated in full compliance with state laws and purchasing requirements.

- N. "Ordinary Maintenance" is work performed by Pierce Transit staff. Ordinary Maintenance is not Public Work. This term does not include maintenance work performed by contract.
- O. "Prevailing Wage" is defined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county and are reflective of local wage conditions.
- P. "Personal Services" are services provided by consultants that provide highly specialized, generally one-time expertise to solve a problem or render professional opinions, judgments or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical or manual. Examples include graphics design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include Architectural and Engineering Services (Professional Services) or Purchased Services.
- Q. "Professional Services" are as defined in A. "Architectural and Engineering Services."
- R. "Purchased Services" are services provided by a vendor to accomplish routine, continuing and necessary functions to support the day to day operations of Pierce Transit. This includes services for equipment maintenance and repair, operation of a physical plant, landscaping, janitorial, computer hardware and software maintenance, security monitoring, fire system monitoring, and scheduled system repairs such as HVAC, etc. Prevailing wage requirements may apply based on the type of service performed.
- S. "Purchase" is a transaction to acquire a good or service in exchange for money. In this Manual, Purchase refers to a single transaction or contract.
- T. "Purchaser" is the individual Pierce Transit employee seeking to procure goods and services and the person who will be responsible for the oversight of the services received.
- U. "Public Work" as defined in RCW 39.04.010, means all work, construction, alteration, repair or improvement other than Ordinary Maintenance, executed at the cost of Pierce Transit or which is by law a lien or charge on any Pierce Transit property. Public work projects include the related materials, supplies and equipment to complete the project.
- V. "Request for Proposals (RFP)" means a process to procure Personal and Purchased Services that requests interested firms to submit a proposal for completing a specific scope of work. The proposal may include qualifications and cost. Proposals are then evaluated based on the idea, including originality, suitability, practicality, expertise, etc. Proposals may be selected based on the quality of the proposal, experience, cost and references, among other criteria.
- W. "Request for Qualifications (RFQ)" is used to procure Professional Services, and means a process that requests interested consultants to submit a letter of interest and a statement of their qualifications. Consultants are evaluated upon their qualifications, expertise, and references. Cost cannot be a consideration until after a consultant has been selected at which point the price may be negotiated.
- X. "Small Works Roster" is a roster of qualified contractors maintained for use in a modified

formal bid process. When the contract amount for a public works project is within the limits set forth by RCW 39.04.155, Pierce Transit may follow the small works roster process for construction of a public work or improvement as an alternative to formal competitive bid requirements.

- Y. "Sole Source" occurs when competition among potential vendors is not possible or feasible for a procurement. Typically, this occurs when there is clearly and legitimately only one source capable of supplying the subject matter or circumstances exist where specialized knowledge or skill is needed and there is limited time and vendors with the necessary expertise. Procurements of items for which Pierce Transit has established a standard by designating a brand or manufacturer or by pre-approving via testing are considered Sole Source if there is only one vendor of the item.
- Z. "Unit Priced Contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of Pierce Transit, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work. As services are to be rendered, specific work orders are initiated that are to be completed by the contracting firm.
- AA. "Vendor List" means the process to award contracts for the purchase of any materials, equipment, supplies or services in lieu of formal sealed bidding pursuant to RCW 39.04.190.
- BB. "Original Equipment Manufacturer (OEM)" refers to parts that are manufactured by the original manufacturer or for them to their exact specifications by an external company. There may be some instances where OEM parts are required for repair and maintenance to preserve an active warranty and or the proper function of the vehicle, equipment or facility being repaired. OEM parts are typically only available for purchase from the original manufacturer and occasionally available through authorized dealers. When purchasing from an authorized dealer/distributor, the prices are usually regulated therefore competitive quotes or bids are typically not feasible.
- CC. "EAM/Trapeze" is the software system used by the Maintenance Department to track repairs of Pierce Transit's vehicles, equipment and facilities. This system is also used to manage purchases and inventory of parts, tools and supplies needed for repairs. EAM/Trapeze is independent from the financial management software used for purchase requests and purchase orders the rest of the agency uses, therefore, the Warehouse Department has a separate process for purchase approvals.
- DD. "Inventoried Maintenance Parts" encompasses all parts purchased through the Warehouse Department for the repair and maintenance of Pierce Transit's vehicles, equipment and facilities. These parts are maintained in inventory and managed by the Warehouse staff.
- EE. "System Generated Replenishment" are the purchases suggested by the Trapeze software program when the daily replenishment function is conducted. The suggested purchases are reviewed by Warehouse staff before being converted to purchase orders and submitted to the appropriate vendor.

Contracting/Delegated Authorities

The Contract Authorization Summary attached as Exhibit A sets forth the levels of authority for purchasing that have been delegated to Committee or the CEO, or to other staff levels by the CEO as permitted by Code Section 3.13.010 (C). If an employee has not been granted contracting authority by the Board as set forth in the Contract Authorization Summary, that employee may not sign an agreement binding or committing the Agency to purchase goods or services. Employees with questions about their authority to sign an agreement on behalf of the Agency should inquire of their Executive Director.

General Provisions Applicable to All Purchases

- A. **Disadvantaged Business Enterprise Program.** Pierce Transit receives financial assistance from the U.S. Department of Transportation (USDOT). As a condition of receiving this assistance, Pierce Transit has established a Disadvantaged Business Enterprise (DBE) Program and has signed an assurance to comply with the DBE regulations found in 49 CFR Part 26. The primary objective of the DBE Program is to ensure non-discrimination in the award and administration of USDOT-assisted Contracts and to create a level playing field in which DBE businesses can compete fairly. Pierce Transit's DBE Program can be found on the Pierce Transit website: <https://www.piercetransit.org/dbe/>
- B. **Ethics.** In fulfilling our fiduciary responsibility to maintain the highest ethics in our purchasing practices, Pierce Transit has adopted a Code of Ethics Policy for all employees and elected Commissioners. The Code of Ethics is detailed in the Code Chapter 1.12, which is incorporated into this Manual by reference herein, and may be accessed at:
https://library.municode.com/wa/pierce_transit/codes/code?nodeId=PT1AD_CH1.12COET
- C. **Grant-funded projects.** Grant funded projects may have additional regulations required for expending federal and state funding. When a procurement involves the expenditure of federal or state grant or contract funds, and the method of procurement required by such agency differs from the requirements of the Code or this Manual, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Project Managers and other staff involved with approving project expenditures must be familiar with all applicable regulations prior to authorizing expenditures.
- D. **MRSC Rosters.** It shall be the responsibility of the Procurement Manager to ensure MRSC rosters and Vendor Lists are maintained, paid for and advertised as may be required by state law.
- E. **Breaking Down or Splitting Purchases, Contracts or Change Orders.** The breaking down, or splitting, of any purchase, contract or change order into units or phases for the purpose of avoiding the requirements of this policy or the maximum delegated dollar approval threshold as set forth in the Contract Authorization Summary is prohibited.
- F. **Purchases on Contracts.** Many purchases are made using a contract. A purchase order should be created for each contract. Each subsequent purchase or payment made on the contract should use the original purchase order number and "pay down" the remaining purchase order balance.

G. **Exceptions to Purchasing Limitations.** Pierce Transit staff may make open market purchases without obtaining the regularly required competitive quotes or bids under any of the following conditions:

1. **Special Market Conditions.** When supplies or used equipment is offered at a very favorable price and will be sold before Pierce Transit will have a chance to complete the bidding process, it is possible to procure obvious bargains through the procurement of surplus or distress material, supplies or equipment without following bidding procedures.
2. **Auctions.** Pierce Transit may acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without quotations or bids, if the items to be purchased can be obtained at a competitive price.
3. **Interlocal Joint Purchasing Agreements.** Materials, supplies, equipment, and services may be purchased under the Interlocal Cooperation Act at RCW 39.34 using joint purchasing agreements with another public agency where there is an assignment of existing contract rights to purchase supplies, equipment or services as originally advertised, competed, evaluated and awarded and the public agency(ies) that awarded the bid, proposal, or contract complied with its own statutory requirements and either: posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations; or provided an access link on the state's web portal to the notice.
4. **Sole Source Procurement.** A contract for the purchase of materials, supplies, services, or equipment not exceeding \$100,000 may be awarded without complying with the bidding requirements of this Manual when the Executive Director of Finance makes a written determination that only one vendor is able to meet the needs of Pierce Transit. Note: renewal of annual software license and support fees do not require a sole source justification. Any Sole Source contract valued at over \$100,000 requires Board approval. All Sole Source awards exceeding \$10,000 are reported to the Board at least quarterly.
5. **No Bids or Quotations Received.** When no bids or quotations are received in response to an invitation to bid the Procurement Manager or his/her designee is authorized to procure the required item through direct negotiations with a contractor or to rebid as deemed appropriate.
6. **Emergency Procurements.** Notwithstanding any other provisions of this Manual, the CEO may make or authorize others to make emergency procurements of materials, supplies, equipment, services or Public Work without complying with competitive procurement requirements in the event of an Emergency provided, that such procurements are made with such competition as is practicable under the circumstances. The CEO's finding of the existence of an Emergency and documentation of the basis for the Emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and listing of the item(s) procured under the contract.

All emergency procurements shall be reported to the Board at the next subsequent meeting for ratification. Pierce Transit must produce a contract for each emergency purchase within fourteen (14) days of procurement or the work being performed.

7. Purchase of insurance and bonds.
8. Warehouse Original Equipment Manufacturer (OEM) Inventoried Maintenance Parts. Some Inventoried Maintenance Parts must be OEM and therefore it is not acceptable to purchase “equal” substitutes. It may be required to use OEM parts during a warranty period to maintain the warranty. Additionally, some inventoried maintenance parts are a major or minor sub-component and must be compatible with the existing major components that meet specific manufacturer requirements. In some instances, these parts are only available from the OEM, or there may only be limited number of authorized dealers/distributors of the OEM part.
9. Warehouse staff may use the system generated replenishment feature in the EAM/Trapeze Software System to determine fair and reasonable pricing for the purchase of inventoried maintenance parts. EAM/Trapeze will compare pricing of the previously purchased same and like items and Warehouse staff will issue a Purchase Order based on data not older than twelve (12) months.

Purchase of Materials, Supplies or Equipment

Purchasing Limitations. As set forth below, limitations apply to the cost of individual items or the sum of similar items in a Purchase to fulfill a specific business need, which are not part of a public works project as defined by RCW 39.04.010 and this Manual. Cost is inclusive of sales tax, delivery charges and any related miscellaneous charges. Limits and processes identified in the Contract Authorization Summary shall also be followed when authorizing the acquisition of materials, supplies or equipment. (Warehouse inventoried maintenance parts may have different thresholds as detailed in Exhibit A.)

- A. **Quotes.** Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis. At the time quotes are solicited, the Pierce Transit representative shall not inform a vendor of any other vendor's quote. A written record shall be made by the Purchaser of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor. All the quotes shall be collected and presented at the same time to the appropriate designee as appropriate for consideration, determination of the lowest responsible vendor and award of purchase.

When there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected, and Pierce Transit may obtain new quotes. Warehouse staff may purchase from a quote for a period of twelve (12) months if the vendor agrees to honor the quoted price.

1. No Quotes Required. Purchases not exceeding \$10,000 do not require quotes. However, the Purchaser must provide to Procurement in writing a “fair and reasonable price” determination.
2. Informal Competitive Quotes (verbal). Purchases over \$10,000 and up to \$20,000 require at least three verbal quotes which number may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are

requested or if there are fewer than three replies, an explanation shall be placed in the procurement file. The quotes must be documented.

3. **Informal Competitive Quotes (written).** Purchases over \$20,000 and up to \$35,000 require at least three written quotes. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be placed in the procurement file.

B. Formal Competitive Bid - purchases over \$35,000 require the following process:

1. **Invitation for Bids.** An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the purchase.
2. **Award.** The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. Pierce Transit may reject all bids at its discretion.
3. **Lowest Responsible Vendor.** The following factors, in addition to price, may be used by Pierce Transit in determining the lowest responsible vendor:
 - a. Any preferences provided by law to local products and vendors;
 - b. The ability, capacity, and skill of the vendor to perform the contract;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
 - d. Whether the vendor can perform the contract within the time specified;
 - e. The quality of performance of previous contracts or services;
 - f. The previous and existing compliance by the vendor with laws relating to the contract;
 - g. Such other information as may be secured having a bearing on the decision to award the contract.
 - h. **Life Cycle Costing.** In considering the purchase of materials, equipment, supplies, whenever there is a reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to Pierce Transit, first consideration shall be given to purchases with the lowest Life Cycle Cost which complies with the specifications.
 - i. No evaluation criteria may be weighted higher than cost.

- C. Petty Cash Purchases.** Purchases under \$25 may in some instances be handled through the "Petty Cash" method. Petty cash may be obtained from the Accounting department for purchases of less than \$25 upon completion of a petty cash voucher and submittal of receipt after purchase. Alternatively, an employee may purchase the desired goods and obtain reimbursement from the Accounting Department. A receipt must be attached to the petty cash voucher before reimbursement can be made to the employee. All petty cash requests must be approved by the respective department manager. Advances are reconciled within two (2) business days.

D. Purchase Requisition Authority.

1. Executive Directors may delegate purchasing authority for Cost Centers under their supervision per the following levels:
 - a. User: Up to \$3,500.
 - b. Level 1: Up to \$10,000 (Up to \$20,000 if no approver designated in Level 2, and \$35,000 if no approvers designated in Levels 2 and 3).
 - c. Level 2: Up to \$20,000 (Up to \$35,000 if no approver designated in Level 3).
 - d. Level 3: Up to \$35,000.
2. Executive Directors may approve requisitions up to \$75,000.

The Executive Director of Finance may approve requisitions up to \$200,000

E. Purchase Authority for Warehouse Staff

1. Executive Director of Maintenance may delegate purchasing authority for Cost Centers under their supervision per the following levels:
 - a. Warehouse staff up to \$35,000 per total Purchase Order
 - b. Warehouse staff up to \$75,000 per total Purchase Order for fuel purchases
2. Executive Director of Maintenance may approve requisitions from \$35,000 to \$75,000
3. Executive Director of Finance may approve requisitions from \$75,000 to \$200,000

Public Work

Purchasing Limitations. All Public Works shall be administered by the Procurement Department. Procedures for any Public Work or improvement shall be governed by RCW 39.04. Cost for a public works project includes all amounts paid for materials, supplies, equipment, and labor on the construction of that project, which is inclusive of sales tax, unless exempted by law.

- A. **Cost Estimate.** A cost estimate is required prior to soliciting bids for all Public Work projects. The estimate shall show in detail the estimated cost of the work; the estimated quantities of each class of work; the estimated unit cost for each class; the estimated total cost for each class; the time limit allowed for the completion of the work and the estimated dates of commencement and completion. For federally funded purchases, an independent cost estimate is required prior to receiving bids or proposals in accordance with the requirements of FAR Part 31. The word “independent” does not imply that it is performed by someone other than Pierce Transit staff.
- B. **Instances When No Bids Required.** Public Work with a cost of less than \$40,000 may be procured without advertising and a competitive bid process. Public Work costing \$20,000 or less may be procured with one or more quotes. For Public Work costing \$20,001 to \$40,000, a basic scope of work must be supplied to at least three prospective contractors and written quotes must be obtained. Immediately after the award is made, the bids obtained shall be recorded and open to public inspection and shall be available by telephone or electronic request. All other public work requirements shall be followed.

- C. **Formal Competitive Bid.** For public work projects costing more than \$40,000 and not using any of the authorized bidding exceptions noted in this Public Work section, the formal competitive bid process, as defined by applicable RCWs, shall be used.
1. **Determining Lowest Responsible Bidder.** Pierce Transit shall award the contract for the public works project to the lowest responsible and qualified bidder. However, all bids may be rejected, and Pierce Transit may call for new bids.
 2. **Cancellation of Invitations for Bids.** An invitation for bids may be canceled at the discretion of the Executive Director of the sponsoring department. The reasons for cancellation shall be made part of the contract file. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for bids and state briefly the reasons for cancellation.
 3. **Alternative Public Work Procurements.** Pierce Transit may utilize other public work procurement processes as authorized by the legislature, such as Unit Priced Contracts, Design-Build, General Contractor/Construction Manager and Job Order Contracting.
 4. **Bid Guarantee.** For public works contracts exceeding \$50,000, a bidder will be required to provide with the bid a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check in an amount equal to five percent of the total bid including sales tax.
 5. **Payment and Performance Bonds.** A payment bond and a performance bond both equal to 100% of the contract total, including sales tax, shall be required for Public Work, except that for Public Work contracts costing \$150,000 or less per RCW 39.08.010, a contractor may choose to have 10% of the contract retained for a period of 30 days after date of final acceptance in lieu of providing the bonds.
 6. **Retainage.** Pierce Transit requires contract retainage not to exceed five percent of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor. For any project funded in whole or in part by federal funds, Pierce Transit will rely upon the Payment and Performance Bonds as referred to in chapter 39.08 RCW for the protection and payment of: (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement project under Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved.
 7. **Non-Collusion Affidavit.** By signing the Bid Form, the Contractor is certifying that the bid is a genuine bid, and that he/she has not colluded with any other bidder or any other person.
 8. **Public Notice.** For formal competitively bid procurements, public notice of the invitation for bids shall be published at least once in a newspaper of general circulation within the Pierce Transit service area boundary, not less than 13 calendar days prior to the date set forth therein for the opening of bids. The public notice shall state the date

and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.

9. Bid Opening. Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids. This may include an electronic public opening through e-Builder.
 10. Withdrawal of Bids - Cancellation of Awards. Bids may be modified, or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended is higher than the bid listed. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Procurement Manager after consulting with legal counsel and other staff as appropriate. A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.
 11. Tie Bids. When identical bids are received and absent collusion among the vendors, the following procedure will be used to identify the successful vendor.
 - a. All bidders participating in the solicitation shall be invited to the Pierce Transit Headquarters at a time and date specified to determine the successful vendor.
 - b. The names of the vendors submitting identical bids shall be placed in a receptacle suitable for drawing lots.
 - c. A Pierce Transit employee who is agreeable to all parties shall draw from the receptacle one lot and publicly announce the identity of the successful vendor.
 - d. The successful vendor shall be awarded a contract in accordance with the Agency's contracting procedure.
- D. **Limited Public Works**. The Limited Public Works Process may be used for projects with a cost estimate less than \$50,000 as provided under RCW 39.04.155, as amended. For limited public works projects, Pierce Transit will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. Pierce Transit will equitably distribute opportunities for limited public works projects among contractors willing to perform in the geographic area of the work and will maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.
- E. **Small Works Roster**. Pierce Transit may utilize a small works roster contract award process for accomplishment of public works projects with an estimated value threshold as provided under RCW 39.04.155, as may be amended from time to time. The limit as of

August 2019 is \$350,000.

1. Roster List. Pierce Transit may contract with MRSC annually to establish, maintain and manage a current roster of eligible contractors from which Pierce Transit may solicit bids for work on Small Public Work Projects.
2. Process. Whenever public work is procured using a small works roster, the Procurement Manager, or delegate, shall obtain telephone, written or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder as follows:
 - a. A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.
 - b. Quotations shall be invited from all contractors in the appropriate category of the small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.
 - c. If the estimated cost of the work is \$250,000 or more but less than or equal to the dollar threshold for small works projects as provided under RCW 39.04.155, as amended, Pierce Transit may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. Pierce Transit has the sole option of determining whether this notice to the remaining contractors is made by:
 - i. Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - ii. Mailing a notice to these contractors; or
 - iii. Sending a notice to these contractors by facsimile or other electronic means.
3. Equitable Distribution. For purposes of this policy, "equitably distribute" means that Pierce Transit may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services. Generally, Pierce Transit will do this by sending the bid notice to all contractors within the applicable SWR category. Additionally, at the time bids are solicited, Pierce Transit representatives shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
4. Record of bid, copies of bids received. A written record shall be made by the project manager of each contractor's bid on the project and of any conditions imposed on the bid. Within two days of the big opening, Pierce Transit must provide, if requested by

a bidder, copies of the bids received.

5. Annual listing of contracts awarded. At least once every year, the Procurement Manager or his/her designee shall provide a list of the contracts awarded under the small works roster process to the Pierce Transit Board and to the general public. The list shall contain the name of the contractor or vendor awarded the contract, the amount of the contract, a brief description of the type of work performed or items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

F. **Amendments and Change Orders for Public Work.** Where Public Work contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessary to properly accomplish the work, the following individuals are authorized to execute individual change orders to the contract under the following conditions:

1. Project Manager, provided that:
 - a. The individual change order does not exceed \$10,000, and
 - b. The revised total of the contract is within the approved contract budget.
2. Executive Director, provided that:
 - a. The individual change order does not exceed \$40,000, and
 - b. The revised total of the contract is within the approved contract budget.
3. Executive Director of Finance, provided that:
 - a. The individual change order does not exceed \$75,000, and
 - b. The revised total of the contract is within the approved contract budget.
4. CEO may approve change orders in any amount, up to his/her purchasing authority, so long as the cumulative change order amount does not exceed the current Board authorized project contingency.

In all other cases, a change order requires the Board of Commissioners or delegated committee approval.

Contracted Services

Purchasing Limitations. Purchase limitations and signing authority as set forth in the Code apply to the entire cost related to the acquisition of services during the term of the contractual obligation, including optional extensions, if any. Cost is inclusive of any required sales tax and related expenses.

- A. **Interlocal Agreements.** Interlocal Agreements require Board approval; annual renewal or extension of existing Interlocal Agreements may be signed and authorized by the CEO provided that the renewal or extension term was within the scope of the Board's initial approval of the Agreement.
- B. **Architectural and Engineering (Professional) Services Contracts.** Procedures set forth in Chapter 39.80 RCW shall be followed for procurement of Professional Services, as defined in RCW 39.80.020. A contract is required to purchase such services.

1. Roster. Pierce Transit may contract with MRSC to establish, maintain and manage a current roster of eligible Architectural and Engineering consultants from which Pierce Transit may solicit bids for contract for providing these services.
2. Contracts \$35,000 or Less. Contracts that have an estimated cost of \$35,000 or less may be procured using an informal request for qualification process. This process requires a Pierce Transit representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the roster. If the Pierce Transit representative does not choose to use the roster, then a formal request for qualification process must be followed.
3. Contracts Greater than \$35,000. Contracts that have an estimated cost greater than \$35,000 must use a formal request for qualification (RFQ) process. The development of an RFQ along with the proper public notification shall be made in accordance with procedures adopted by the procurement department in the best interest of Pierce Transit.
4. On Call Architectural and Engineering Services. In lieu of using the designated roster or a formal procurement process for Architectural and Engineering Services, an on-call firm may be procured using a formal RFQ process and subsequently utilized through an established on-call process.

C. Personal and Purchased Services

1. Contract Required. A contract is required to purchase Personal and Purchased services.
2. Contracts less than \$10,000. Contracts that have an estimated cost of less than \$10,000 may be procured using an informal process with at least one written quote secured prior to awarding the contract. This process requires the Purchaser to develop a written scope of the project and criteria used to select the service provider.
3. Contracts \$10,000 or More and Less Than \$35,000. Services may be procured using an informal process with at least 3 written quotes secured and evaluated prior to making an award. This process requires the Purchaser to develop a written scope of the project and criteria used to select the service provider.
4. Contracts in Excess of \$35,000. Services estimated to cost more than thirty-five thousand dollars may be performed by contract when the services: cannot be performed on a timely basis by employees of Pierce Transit; or are not part of the routine assignment for such employees; or require specialized professional or technical expertise not available from such employees. Services shall be procured using a formal request for proposal (RFP) process. The development of an RFP along with the proper public notification, or by sending the RFP to consultants on the MRSC Roster, shall be made in accordance with procedures adopted by the procurement department in the best interest of Pierce Transit. At a minimum, the RFP must include a brief description of the requested services (scope), a projected procurement timeline, and the criteria to be used for evaluating the proposals. Price must be weighted at least as high as any other evaluation criteria.

- D. Change Orders for Professional, Personal and Purchased Services.** Where contracts have been awarded for Professional, Personal or Purchased Services, and under which the work is in progress, and individual changes are necessary to properly accomplish the work, the

following individuals are authorized to execute individual change orders to the contract under the following conditions:

1. Executive Director, provided that:
 - a. The individual change order does not exceed \$20,000, and
 - b. The revised total of the contract is within the approved contract budget.
2. Executive Director of Finance, provided that:
 - a. The individual change order does not exceed \$35,000, and
 - b. The revised total of the contract is within the approved contract budget.
3. The Chief Executive Officer may execute change orders in any amount, so long as the cumulative change order amount plus the original contract amount does not exceed the CEO's signature authority or the current Board authorized contract total.

In all other cases, the change order requires the Board of Commissioners or delegated Committee approval.

Miscellaneous

- A. **Real Property.** The CEO is authorized to acquire real property and interests in real property through purchase agreements, leases, rental agreements, operating agreements, licenses, easements, use and access permits, rights of entry and other use agreements where funding is within authorized budget limits, the term of the agreement does not exceed five years (including options), and the total monetary commitment over the agreement term does not exceed \$200,000. Contracts for property acquisition or use in excess of the CEO's contract authority of \$200,000 but less than one million dollars may be approved by Committee. All other requirements for such real property transactions as stated in the Pierce Transit Code Section 3.13.110 must be followed.
- B. **Capital Projects.** The CEO is authorized per Board Resolution 03-070 to approve capital project budget changes up to \$50,000, including transfers between funds.
- C. **Telecommunications and Data Processing Purchases.** Pierce Transit may use the competitive negotiation process when purchasing telecommunications and electronic data processing equipment, software or services instead of traditional competitive bidding as allowed in RCW 39.04.270. This alternative process requires:
 1. A request for proposals must be published in a newspaper of general circulation at least 13 days before the submission deadline.
 2. The RFP must identify evaluation factors, including price.
 3. Reasonable procedures for technical evaluation of the proposal must be used for awarding the contract.
 4. The contract must be awarded to the qualified bidder whose proposal is most advantageous to Pierce Transit.
 5. The agency may reject all proposals for good cause and request new proposals.

- D. **Electronic Signature.** It is the policy of Pierce Transit that whenever the use of a written signature is authorized or required on a record, an electronic signature may be used with the same force and effect as the use of a signature affixed by hand, provided the electronic signature conforms to the definition in RCW 19.360.030 and the writing conforms to RCW 19.360.040. Any electronic signature must be applied by or authorized by the person with authority to sign the record and bind that party or their company to the intent or transaction.
- E. **Electronic Record.** It is also the policy of Pierce Transit that records may be stored electronically provided that the record is the same as if it were stored in non-electronic form. An electronic record may be deemed to be the Agency's source record for purposes of production and retention under the Washington State Public Records Act and Washington State Records Retention schedules.

Related Policies and Procedures

In addition to this Manual, the following policies, procedures or guidelines should be cross-referenced and complied with:

- A. Pierce Transit Code
- B. Pierce Transit Electronic Signatures and Records Policy
- C. Pierce Transit Procedures and Guidelines for Preventing Organizational Conflicts of Interest (OCOI) In Procurement, attached as Exhibit B and incorporated herein;
- D. Pierce Transit Authorization Summary, attached as Exhibit A and incorporated herein;
- E. Pierce Transit procedures on:
 - 1. Purchasing Cards
 - 2. Purchasing Protests and Appeals (specified in applicable bid solicitation documents) and attached as Exhibit C
 - 3. Sole Source Justification (form necessary for all Sole Source approvals)
 - 4. Surplus
 - 5. Rolling stock procurements
 - 6. Disadvantaged Business Enterprise (DBE) Program and Small Business Enterprise (SBE) Participation
 - 7. Procedures for FTA – Funded purchases
 - 8. Business and Travel Expense Procedures Manual
- F. For purchases funded, in whole or in part by the Federal Transit Administration (FTA), the following FTA publications:
 - 1. FTA Circular 4220.1F, Third Party Procurement
 - 2. Best Practices Procurement Manual
 - 3. Third Party Procurement

Exhibit A
Authorization Summary

The following tables provide summaries for the authorization levels in this document. The authorizations assume that the expenditures are provided for in the adopted operating or capital improvement budgets. If an operating expenditure would cause the adopted operating budget to be exceeded, or a capital project is not included in the capital improvement budget, the Board must authorize a budget amendment prior to contract signing.

PIERCE TRANSIT PURCHASING AUTHORIZATION SUMMARY

The following table summarizes authority levels that may be delegated by Executive Directors to approve purchase requisitions for Materials, Supplies and Equipment. All Purchases other than Materials, Supplies and Equipment require a contract and are subject to the Contract Authorization limits. (Additional approvals are established below for purchases made through the Warehouse for inventoried maintenance parts).

| MATERIALS, SUPPLIES AND EQUIPMENT | | |
|--|---|----------------------------|
| Level Definition | Process | Signature Authority |
| User | No quotes, "fair and reasonable price" determination required | Up to \$3,500 |
| Level 1 (required) | No quotes, "fair and reasonable price" determination required | Up to \$10,000 (a) |
| Level 2 | Requires a minimum of 3 verbal quotes* | Up to \$20,000 (b) |
| Level 3 | Requires a minimum of 3 written quotes* | Up to \$35,000 |
| Executive Director | Formal Bid | Up to \$75,000 |
| Executive Director Finance | Formal Bid | Up to \$200,000 |

* A Vendor List should be used for purchases between \$10,000 and \$50,000 when a formal bid process is not used per the process provided in RCW 39.04.190. Pierce Transit has contracted with MRSC to maintain a vendor roster for this purpose.

(a) Up to \$20,000 if no approver designated in Level 2, and \$35,000 if no approvers designated in Levels 2 and 3

(b) Up to \$35,000 if no approver designated in Level 3

PIERCE TRANSIT CONTRACT AUTHORIZATION SUMMARY

| PUBLIC WORKS | | |
|--|---|--|
| Dollar Limit | Process | Signature Authority |
| \$20,000 or less | Requires a minimum of 1 written quote or select a contractor from the Small Works Roster (SWR). May use Limited Public Work (LPW) process under \$50,000. | Executive Director |
| \$20,001 - \$40,000 | Requires a minimum of 3 written quotes or select a contractor from the SWR. May use LPW under \$50,000. | Executive Director |
| \$40,001 - \$350,000 | Requires competitive bids. May use the LPW (up to \$50,000), SWR, or advertisement. | Up to \$75,000 – ED of Finance \$75,000 - \$200,000 - CEO \$200,001 - \$1,000,000 – EFC/SDCC Over \$1,000,000 - Board |
| Over \$350,000 | Formal Competitive Bids | Up to \$1,000,000 – EFC/SDCC Over \$1,000,000 - Board |
| Up to \$500,000 per Work Order | JOC Work Orders - each work order treated as separate contract | Up to \$40,000 – Executive Director \$40,001- \$75,000 – ED of Finance \$75,000 - \$500,000 - CEO |
| MATERIALS, SUPPLIES AND EQUIPMENT | | |
| Dollar Limit | Process | Signature Authority |
| \$10,000 or less | No quotes, “fair and reasonable price” determination required | Executive Director |
| \$10,001- \$20,000 | Requires a minimum of 3 verbal quotes* | Executive Director |
| \$20,001 - \$35,000 | Requires a minimum of 3 written quotes* | ED of Finance |
| Over \$35,000 | Formal Bid | Up to \$200,000- CEO \$200,001 - \$1,000,000 – EFC/SDCC Over \$1,000,000 - Board |

* A Vendor List should be used for purchases between \$10,000 and \$50,000 when a formal bid process is not used per the process provided in RCW 39.04.190. Pierce Transit has contracted

with MRSC to maintain a vendor roster for this purpose.

| PROFESSIONAL SERVICES (Architect and Engineering) | | |
|--|---|--|
| Dollar Limit | Process | Signature Authority |
| \$35,000 or less | Chosen from consultant roster or formal RFQ | Up to \$20,000 - Executive Director \$20,001 - \$35,000 ED of Finance |
| Over \$35,000 | Formal RFQ process | \$35,001 - \$200,000 - CEO \$200,001 - \$1,000,000 – EFC/SDCC Over \$1,000,000 - Board |
| PERSONAL AND PURCHASED SERVICES | | |
| \$10,000 or less | At least one written quote | Executive Director |
| \$10,001 - \$35,000 | At least 3 written quotes | Up to \$20,000 - Executive Director \$20,001 - \$35,000 ED of Finance |
| Over \$35,000 | Formal RFP | Up to \$200,000- CEO \$200,001 - \$1,000,000 – EFC/SDCC Over \$1,000,000 - Board |

| WAREHOUSE | | |
|-------------------------|---|--|
| Dollar Limit | Process | Signature Authority |
| \$10,000 or less | Trapeze system generated replenishment process may be used to determine fair and reasonable pricing. A quote process may be used if determined in the best interest of the agency. | Warehouse Staff |
| \$10,001 - \$35,000 | For any “one-item” purchase requires 3 written quotes. Trapeze system generated replenishment process may be used for inventoried maintenance parts for same or like item purchases. | Warehouse Staff |
| \$35,000 - \$75,000 | Formal Bid or 3 written quotes. If a Trapeze system generated replenishment purchase for inventoried maintenance parts for same or like item purchases, Executive Director approval is required at the time of Requisition. | Executive Director of Maintenance |
| \$75,000 or more (Fuel) | Purchase Order. Fuel purchases will utilize the Washington State Department of Enterprise Services Master Contract for Bulk and Will-Call Fuel | Executive Director of Maintenance |
| \$75,0000 - \$200,000 | Formal bid | Executive Director of Finance |
| Over \$200,000 | Formal bid | \$200,001 - \$1,000,000 EFC/SDCC Over \$1,000,000 Board |

*OEM purchases require the same signature authority, however, may not follow the same process. See OEM definition on page 4.

*Warehouse may determine that a competitive process and a short or long-term Contract may be necessary and should be processed through the Purchasing Department for purchases involving a service component, purchases with specific terms and conditions or for parts or equipment manufactured or customized specifically for Pierce Transit.

**PIERCE TRANSIT CHANGE ORDER and
AMENDMENT AUTHORIZATION SUMMARY**

| PUBLIC WORKS | |
|---|---|
| Dollar Limit | Signature Authority |
| \$10,000 or less | Project Manager |
| \$10,001 - \$40,000 | Executive Director |
| \$40,001 - \$75,000 | ED of Finance |
| Over \$75,000 to \$200,000 | CEO, provided the cumulative change order amount does not exceed the approved project contingency |
| Increase original Committee or Board authorized contract amount or if requires budget amendment over \$50,000 | EFC/SDCC or Board, issue to return to group that made initial approval |
| PROFESSIONAL, PERSONAL AND PURCHASED SERVICES AND MATERIALS, SUPPLIES AND EQUIPMENT | |
| Dollar Limit | Signature Authority |
| \$20,000 or less | Executive Director |
| \$20,001 - \$35,000 | ED of Finance |
| Over \$35,000 - \$200,000 | CEO |
| Increase original Committee or Board authorized contract amount | EFC/SDCC or Board, issue to return to group that made initial approval amount. |

Exhibit B
Pierce Transit
Procedures and Guidelines for
Preventing Organizational Conflicts of Interest (OCOI)
In Procurement

I. Introduction and References

Pierce Transit follows pertinent state and federal laws regarding OCOI. Nothing contained herein is intended to limit, modify, or otherwise alter the applicability or effect of relevant law, rules, and regulations. All such laws, rules, and regulations shall apply in the usual course without respect to these guidelines.

Pierce Transit evaluates the following on a case-by-case basis:

1. Whether or not an OCOI exists;
2. Whether or not the OCOI can be avoided or neutralized; and
3. The appropriate steps to avoid or neutralize OCOI.

In evaluating the above, Pierce Transit relies on the following authorities:

- Washington State has adopted ethical standards set forth in RCW 42.52 that specifically address ethics in public service; though RCW 42.52 does not specifically apply to Pierce Transit, Pierce Transit looks to these laws as guidance and would use these standards in evaluating OCOI, and for purposes of addressing OCOI, these standards shall be construed to apply to all employees of Consultants and/or Sub-Consultants that perform work on Pierce Transit projects.
- RCW 18.43 addresses prohibited conduct and acts related to the practice of engineering. Conflicts of interest are referenced under RCW 18.43.105(6).
- The Board of Registration tasked with the oversight of engineers and land surveyors pursuant to RCW 18.43 has promulgated a set of rules of professional conduct and practice that addresses conflicts of interest in WAC 196-27A-020-2(i).
- The Federal Transit administration (FTA) addresses OCOI in relation to federally funded projects in general in the FTA Procurement Circular 4220.1F. The subject of conflicts of interest is covered in the BPPM, Section 2.6 - Organizational Conflicts of Interest. Pierce Transit relies on this guidance for use on all Pierce Transit contracts, whether federally funded or not.
- The Pierce Transit Code, adopted by the Pierce Transit Board of Commissioners, provides at Section 3.13 that all purchases be competitively procured, and without conflict of interest.

II. Scope

- 2.1 These guidelines apply to Pierce Transit's procurement and contracts and, under particular circumstances, the eligibility of professional design consultants for contract award as prime consultants or participation as sub-consultants.

- 2.2 Consultants, Sub-consultants, Contractors, and Subcontractors are encouraged to investigate and manage any potential OCOI well in advance of forming teams or considering participating with a Submitter/Proposer on a contract. A firm or individual considering whether to enter into a contract as a Consultant or Sub-consultant on a Pierce Transit project should consider contacting Pierce Transit's Procurement Manager as to whether its proposed scope of work may create an OCOI if the firm or individual chooses to elect in the future to participate with a proposer on a contract related to the firm's or individual's work product.

III. Definitions and Underlying Principles

- 3.1 Organizational Conflict of Interest (OCOI) means that because of other activities, financial interests, contracts or relationships with other persons or entities, a person or entity:

- A. Is unable or potentially unable to render impartial assistance or advice to Pierce Transit;
- B. Is or might be otherwise impaired or might be otherwise impaired in its objectivity in performing the contract work; or
- C. Has or could have an unfair competitive advantage.

An OCOI may exist due to an appearance or a perception of a conflict of interest, even if no actual or current conflict is present.

- 3.2 The two underlying principles for OCOI are:

- A. Preventing the existence of conflicting roles that might bias a contractor's judgment; and
- B. Preventing unfair competitive advantage. In addition to other situations, an unfair competitive advantage exists where a contractor competing for award:
 - 1. Possesses proprietary information that was obtained without proper authorization; or
 - 2. Possesses information that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract; or
 - 3. Under a prior contract with Pierce Transit, and as a result of the work performed under the prior contract, was in a position to design or develop future work/project in such a manner that the contractor would have an unfair advantage in competing for the contract for the future work.

IV. Guidelines

- 4.1 Pierce Transit is required to provide full and open competition for its procurements and avoid conflicts of interest. Pierce Transit may need to balance these two interests by restricting full and open competition to remedy an actual or potential personal or organizational conflict of interest. If a

restriction is required, the restriction will be narrowly tailored, as much as reasonably possible, to remedy the conflict of interest. Pierce Transit will award the contract to the successful submitter unless Pierce Transit, in its sole discretion, determines that an actual or potential conflict of interest exists that cannot be avoided or mitigated. While Pierce Transit staff will address each situation on a case-by-case basis, these guidelines will inform the determinations:

- A. Identifying the OCOI. All respondents to procurement requests will be required to sign a OCOI Certification Statement. If a respondent self-identifies an actual or potential OCOI in the statement, Pierce Transit staff will evaluate the OCOI and work with the respondent to determine if the OCOI is one that can be remedied or if it is a disqualifying item. Pierce Transit may also independently evaluate whether an OCOI exists.
- B. Addressing and/or Remediating the OCOI. Not all competitive advantages are unfair or disqualifying, and whether a competitive advantage is unfair or not depends on the circumstances. If an advantage is determined to be unfair, some situations may be remedied by further discussions with Pierce Transit and ensuring that future action is not biased by any prior relationship between Pierce Transit and the respondent. Once an OCOI has been identified or disclosed, Pierce Transit will consider whether that OCOI can be remedied or mitigated. Options for remedying or mitigating an OCOI could include: determination of whether there is a financial interest at stake by employees or agents of the proposed contractor; precluding certain staff members of the contractor from working on the Pierce Transit project; providing equal and full information to all proposers; requesting that certain Board of Commissioner members abstain from voting on a contract award; limiting the scope of work that can be awarded now or in the future; and/or or the like.
- C. Proactively preventing OCOI. There may be situations in which Pierce Transit will preclude firms that have been awarded certain work from competing for subsequent work, to prevent potential OCOI. A consultant may be prohibited from competing for future work on a project when the future work is contingent upon the outcome or recommendations of the consultant's work under a prior contract. Other exclusions may occur when a consultant's work on a project provides inside information that may benefit them in bidding for future work on the same project. An example of this could be:

A consultant prepares preliminary cost estimates for a project, separate from the project design award. Preparing the cost estimates could provide the consultant advance knowledge of the potential design and project specifications that would provide an unfair advantage. The consultant would therefore be disqualified from competing for the project design award.

Approved By:

Brett Freshwaters

Executive Director of Finance

Date: _____

Exhibit C

PROTEST AND APPEAL PROCEDURE

Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the bid, that is allegedly aggrieved in connection with the solicitation or award of a Contract may protest to Pierce Transit in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this Request for Proposals which are apparent prior to the date established for submission of proposals, shall be submitted to and received by Pierce Transit's Procurement Manager no later than seven (7) calendar days prior to said date. Protests based on other circumstances shall be submitted to and received by Pierce Transit's Procurement Manager within seven (7) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered in the event all proposals are rejected. Full compliance with the procedures for filing and documenting protest shall be a condition precedent to filing any further protest with the Federal Transit Administration (FTA) or to filing litigation. For the complete Protest and/or Appeal procedures, contact the Purchasing Department at Pierce Transit.

To be considered, a protest shall be filed in a timely manner in writing and shall include:

1. The name and address of the protesting party;
2. The contract number and contract title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

The written protest shall be addressed to:

Pierce Transit
Procurement Manager
3701 96th Street SW
P.O. Box 99070
Lakewood, WA 98499-0070

Upon receipt of a written protest, Pierce Transit will promptly consider the protest. If any of the required information is omitted or incomplete, Pierce Transit will immediately notify the protester in writing. The missing information must then be submitted to Pierce Transit within seven (7)

calendar days if the protest is to be further considered. Pierce Transit may give notice of the protest and its basis to other persons, including other bidders involved in or affected by the protest and such other persons may be given an opportunity to submit their views and relevant information.

If the protest is not resolved by mutual agreement with the protester, Pierce Transit will issue a decision in writing within seven (7) calendar days after receipt of the written protest or missing information, as applicable. The decision will state the reasons for the action taken and inform the aggrieved party of its right to appeal the decision to the Executive Director of Finance. A copy of the decision shall be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the protester and any other interested parties. The decision will be considered final and conclusive unless appealed to the Executive Director of Finance within seven (7) calendar days from receipt of the decision, then the subsequent determination of the Executive Director of Finance or his/her designee to be issued within seven (7) calendar days shall be final and conclusive. The Executive Director of Finance may base his or her decision on documents already submitted as part of the protest process and/or may request additional documentation.

A vendor shall have the right to appeal to the Pierce Transit Board of Commissioners if the vendor believes he/she has not received adequate remedy through the above measures. In no event shall a vendor be allowed to appeal directly to the Pierce Transit Board of Commissioners without having gone through the above steps. The vendor shall notify the Clerk of the Pierce Transit Board of Commissioners seven (7) calendar days in advance of the next scheduled meeting for the matter to be placed on the agenda. The Pierce Transit Board of Commissioners may uphold the decision of the staff or ask the staff to take whatever action may be necessary to remedy the matter. The decision of the Board of Commissioners shall be final and binding.

When a protest has been timely filed with Pierce Transit before contract award, Pierce Transit shall not make an award prior to seven (7) calendar days after issuing a decision on the protest, or if a protest has been filed with the FTA, during the pendency of the protest, unless in either situation Pierce Transit determines that:

1. The items or equipment are urgently required; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the interests of Pierce Transit or of the federal government.

Failure to comply with these protest procedures will render protest untimely and/or inadequate and result in rejection thereof by Pierce Transit. Compliance with these protest procedures shall be a condition precedent to commencement of litigation on the protest issues.

PROTESTS INVOLVING FEDERALLY FUNDED PROCUREMENTS

If a protest is received on a procurement that contains FTA funds, the FTA must be informed of the protest, the status of the protest and the resolution. Notifications should include a brief description of the protest, the basis of disagreement, what action was taken and if there is a likelihood of an appeal. The notification should be provided to the Agency's grant administrator for inclusion in the next quarterly Milestone Progress Report.

The protester cannot appeal to the FTA until he/she has exhausted all local remedies available in Pierce Transit's protest procedure.

If a protest cannot be settled at Pierce Transit's level the protester may appeal to the FTA as follows:

- The Protester must be an interested party.
- Must have exhausted all administrative remedies.
- Must appeal within five (5) working days after receiving Pierce Transit's final decision.

**PIERCE TRANSIT
FTA FUNDED PURCHASES
PROCEDURES MANUAL**

Revised January 2022

FTA PURCHASING PROCEDURES

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I. INTRODUCTION

Pierce Transit is a municipal corporation and in this capacity purchases goods and services consistent with the rules and regulations that apply to governmental entities.

Pierce Transit receives grant awards from the Federal Transit Administration (FTA) to support public transportation. Federal laws and regulations require FTA to ensure that its recipients use the Federal assistance prudently and in compliance with all applicable Federal requirements. This Procedures outlines the FTA requirements for procurements made with grant funds utilizing C 44220.1F, and 2 CFR Part 200, and establishes Pierce Transit's Micro purchase threshold and Simplified Acquisition (small purchase) thresholds.

Pierce Transit is committed to competitive purchasing and will make awards to responsive and responsible vendors. All procurements must ensure full and open competition. All requirements are to be developed that prevent prohibition of exclusionary or discriminatory specifications. Additional factors to be considered in making awards to vendors include availability, quality, reputation and ability of the vendor to deliver the goods or services. Essentially, Pierce Transit will purchase goods and services in a manner that is most advantageous to the needs of the Agency, and in full compliance with federal, state and local laws.

Pierce Transit receives financial assistance from the U.S. Department of Transportation (USDOT). As a condition of receiving this assistance, Pierce Transit has established a Disadvantaged Business Enterprise (DBE) Program and has signed an assurance to comply with the DBE regulations found in 49 CFR Part 26. The primary objective of the DBE Program is to ensure non-discrimination in the award and administration of USDOT-assisted Contracts and to create a level playing field in which DBE businesses can compete fairly. Pierce Transit's DBE Program can be found on the Pierce Transit website: <https://www.piercetransit.org/dbe/>

This manual is intended to serve as a supplement to Pierce Transit's Procurement Policy and Procedures Manual and to provide guidance when conducting procurement that are wholly or partially financed with FTA grant funds.

The purchasing procedures must be strictly followed to assure best practice and regulatory compliance, timely deliveries of goods and services and to allow the Agency to make prompt payments to vendors to take advantage of maximum discounts.

In fulfilling our fiduciary responsibility to maintain the highest ethics in our purchasing practices, Pierce Transit has adopted a Code of Ethics Policy for all employees and elected Commissioners. The Code of Ethics is detailed in the Pierce Transit Municipal Code Chapter 1.12, which is incorporated into the Purchasing Procedures by reference herein, and may be accessed at

https://library.municode.com/wa/pierce_transit/codes/code?nodeId=PT1AD_CH1.12COET

II. DEFINITIONS

- a. Approval, Authorization, Concurrence, Waiver means a deliberate written statement (transmitted in typewritten hard copy or in an electronic format or medium) of a Federal Government official authorized to permit the recipient to take or omit an action required by the Grant Agreement or Cooperative Agreement for the Project, Master Agreement, which action may not be taken or omitted without that permission. Except to the extent that FTA determines otherwise in writing, that approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force, authority, or effect.
- b. Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A “premium” is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term “best value” also means the expected outcome of an acquisition that, in the recipient’s estimation, provides the greatest overall benefit in response to its material requirements. To achieve best value in the context of acquisitions for public transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. While FTA does not mandate any specific evaluation factors, the recipient must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the Federal public transportation program.
- c. Cardinal Change means a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract.
- d. Change Order means an order authorized by the recipient directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor.
- e. Constructive Change means an act or omission by the recipient that, although not identified by a “change order,” does in fact cause a change in the contract work.
- f. Contract means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the recipient to expenditure and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task orders issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.*

- g. Cooperative Agreement means an instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA takes an active role or retains substantial control, as described in 31 U.S.C. Section 6305.
- h. Design-Bid-Build Project means a construction project under which a recipient commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contracts for construction, by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.
- i. Design-Build Project, as defined in 49 U.S.C. Section 5325(d)(1), means (1) a project under which a recipient enters into a contract with a seller, firm, or consortium of firms to design and build a public transportation system, or an operable segment of such system, that conforms to specific performance criteria; and (2) may include an option to finance, or operate for a period of time, the system or segment or any combination of designing, building, operating, or maintaining such system or segment. Apart from the definition at 49 U.S.C. Section 5325(d)(1), a “design-build project” also means a construction project under which a recipient enters into a contract with a seller, firm, or consortium of firms both to design and construct a public transportation facility that is the subject of the project.
- j. Electronic Commerce (E-Commerce) consists of electronic techniques for accomplishing business transactions including electronic mail or messaging, World Wide Web internet technology, electronic bulletin boards, purchase cards, electronic funds transfer, electronic signatures, and electronic data interchange.
- k. Force Account means the recipient’s own labor forces and equipment in the context of performing project work.
- l. FTA means the Federal Transit Administration.
- m. Full and Open Competition means that all responsible sources are permitted to compete.
- n. Grant means the instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA does not take an active role or retain substantial control, as described in 31 U.S.C. Section 6304.
- o. Joint Procurement (sometimes informally referred to as “cooperative procurement”) means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule or contract, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later choose to participate in the benefits of that contract.
- p. Master Agreement means the FTA document incorporated by reference and made part of FTA’s standard grant agreements and cooperative agreements, that contains the standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the FTA.
- q. Modification means any written change to the terms of a contract.
- r. Recipient means the public or private entity to which FTA awards Federal assistance

through a grant, cooperative agreement, or other agreement. The recipient is the entire legal entity even if only a particular component of the entity is designated in the document through which FTA has awarded the Federal assistance. The term “recipient” includes “grantee,” which is a “recipient” of Federal grant assistance. The term “recipient” also includes each member of a consortium, joint venture, team, or partnership awarded FTA assistance through a grant, cooperative agreement, or other agreement.

- s. Third Party Contract refers to a recipient’s contract with a vendor or contractor, including procurement by purchase order or purchase by credit card, which is financed with Federal assistance awarded by FTA.
- t. Unsolicited Proposal means a proposal that is:
 - (1) Innovative and unique,
 - (2) Independently originated and developed by the offeror,
 - (3) Prepared without the recipient’s supervision, endorsement, direction, or direct involvement,
 - (4) Sufficiently detailed that its benefits in support of the recipient’s mission and responsibilities are apparent,
 - (5) Not an advance proposal for property or services that a recipient could acquire through competitive methods, and
 - (6) Not an offer responding to a recipient’s previously published expression of need or request for proposals.
- u. Value Engineering means the systematic application of recognized techniques that identify the function of a product or service, establish a value for that function, and provide the necessary function reliably at the lowest overall cost. In all instances, the required function should be achieved at the lowest possible life-cycle cost consistent with requirements for performance, maintainability, safety, security, and aesthetics.

III. SELF CERTIFICATION

FTA, in accordance with Circular 4220.1F, Chapter III, requires that all grantees must file annually with the FTA Regional office self-certification that its procurement system and procedures comply with the Federal requirements and standards contained in the circular for any FTA assisted third party contract the grantee undertakes and administers and that Pierce Transit has the technical capacity to comply with these Federal procurement requirements.

The FTA will review compliance during its triennial review or other review processes.

IV. MICRO AND SMALL PURCHASE THRESHOLDS

FTA funded purchases must comply with Circular C 4220.1F and CFR Part 200, as amended.

- A. Micro-purchase threshold is \$10,000 for contracts awarded after June 20, 2018.
- B. Simplified Acquisition (small purchase) threshold is \$250,000 for contracts awarded after June 20, 2018.

V. SOLICITATION REQUIREMENTS

All solicitations with FTA funding shall be structured in accordance with Circular 4220.1F and at a minimum shall include the following:

- A description of the goods or services required and the type of contract to be used. The description shall be in sufficient detail to ensure the Agency receives the quality and functionality needed. However, specifications shall not be restrictive as to limit competitions. Allowable contracts are firm fixed price, and cost reimbursement plus a fixed fee. **Cost plus a percentage of cost contracts are prohibited.**
- When acquiring equipment with FTA funds, Purchasing will evaluate, when applicable and/or practical, whether a purchase or a lease would be in the best interest of the Agency.
- Purchasing shall work with planning divisions to consider environmental issues where appropriate, evaluate the feasibility of lease versus purchase for major equipment and where possible allow the inclusion of metric measurements.
- Quantities shall be restricted to the Agency's own needs and shall not include options to be used by other entities. However, agencies may combine their requirements at the time of solicitation and advertise accordingly.
- Brand names shall be avoided where possible. If a brand name is used, the specifications shall allow vendors to request approval of "or equal" products. Therefore, the specifications must include the characteristics required to constitute an equal product.
- Purchasing shall review technical specifications received from end users to ensure that they are not technically restrictive, do not include unreasonable qualifications, experience or excessive bonding, and do not result in local preference, except when permitted by 4220.1F.
- Review specifications and proposed procurement processes for potential conflicts of interest.
- Ensure that all federal clauses and requirements included in the specifications are extended to subcontractors.
- Ensure that the solicitation is advertised in a manner that ensures wide exposure to potential vendors. Advertising includes but is not limited to the Tacoma Daily Index, Daily Journal of Commerce, Pierce Transit's website, and OMWBE website. All solicitation documents shall be posted on Builders Exchange of Washington's electronic plancenter (bxwa.com).
- Solicitations must allow sufficient time for bidders/proposers to reply and will include provisions for pre-bid meetings for more complex projects to ensure potential bidders have the opportunity to ask questions and/or become familiar with a site.
- Solicitations must include information of the response due date and time. Bids will be opened and read publicly. If no one from the public attends the bid opening an internal Pierce Transit witness must be utilized. Proposals for services other than public works will not be publicly opened but will be reviewed and evaluated by Pierce Transit staff in accordance with the evaluation criteria published in the solicitation.
- All solicitations will reserve Pierce Transit's right to reject any and all responses if in the best interest of the Agency.

- Contracts will be awarded based on the lowest bid received from a responsive and responsible bidder or based on the best score of all evaluation criteria published. In order to determine the responsibility of a bidder or proposer, Purchasing shall consider factors including but not limited to past performance with the Agency or other customers, contractor qualifications, bonding capacity, safety record, payment of taxes, debarment from federal or state procurement.

VI. BID PROTESTS AND CONTRACT DISPUTES

Refer to Procurement Policy and Procedures and contract template documents for additional information.

If a protest is received on a procurement that contains FTA funds, the FTA must be informed of the protest, the status of the protest and the resolution. Notifications should include a brief description of the protest, the basis of disagreement, what action was taken and if there is a likelihood of an appeal. The notification should be provided to the Agency's grant administrator for inclusion in the next quarterly Milestone Progress Report.

The protester cannot appeal to the FTA until he/she has exhausted all local remedies available in Pierce Transit's protest procedure.

VII. CONTRACT DISPUTES

Refer to Procurement Policy and Procedures and contract template documents for additional information.

Contract disputes shall be resolved at the lowest possible level of responsibility, i.e. the project manager of both parties. If unsuccessful, the issues shall be progressively elevated as appropriate to Division Executive Directors and Pierce Transit's Chief Executive Officer. If necessary, the dispute will be resolved through binding arbitration. Language detailing this process will be included in all formal solicitations.

VIII. COST AND PRICE ANALYSIS

A cost or price analysis is required for all procurement actions involving federal funds exceeding the micro-purchase level. Micro-purchases may use a limited pricing or cost review to determine fairness, such as comparison with catalogs, previous pricing, review of prevailing wages etc. The amount of effort expended is intended to be reasonable.

A starting point for the cost analysis is the Agency's independent cost estimate. In the case of competitive bids, the bid recap and the independent estimate is generally sufficient for a price analysis.

Although competitive pricing is not required for micro-purchases a determination of fair and reasonable pricing is necessary (i.e. comparison with previous similar purchases, published catalog pricing). In addition, every effort must be made to ensure equitable distribution of contracting opportunities.

For small purchases, it may be easiest to look at a price analysis first. If this is not possible, a cost analysis will be required. To accomplish this, detailed cost components may be required from the proposer. For example, if evaluating proposals from consultants and A/E firms that are quoting hourly rates, the components of these rates must be examined (direct costs, indirect costs). Indirect costs must be considered in accordance with the requirements

of FAR Part 31. FAR Part 31 spells out cost items eligible for federal reimbursement. Costs ineligible under FAR Part 31 will not be supported by FTA assistance.

Profit: In addition, when conducting a cost and price analysis profit must be considered separately and must be reasonable. In determining reasonable profit, the complexity of the work, the contractor's risk, investment, subcontracting, past performance and common industry rates may be considered.

IX. PURCHASING PROCESS

Refer to Pierce Transit's Procurement Policy and Procedures Manual

X. PAYMENT AND PERFORMANCE BONDS

For public works contracts exceeding \$150,000, Pierce Transit shall require payment and performance bonds equal to 100% of the contract value, including applicable taxes.

XI. RETAINAGE

Contracts funded in whole or in part by federal transportation funds must rely upon the contract bonds as referred to above for the protection and payment of: (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW [39.08.010](#); and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed are resolved.

XII. ADVANCE PAYMENTS

Pierce Transit does not allow advance payment except where common practice in the industry, i.e. subscriptions, utilities, insurance, software maintenance agreements, and memberships.

XIII. PROGRESS PAYMENTS

Progress payments are permitted and may only be made based on actual costs incurred. In the case of construction, progress payments may be based on percentage of work completed. Another method for construction is the establishment of a schedule of values before commencement of work. As components of the schedule of values are completed, payment for those components may be made. On contracts for equipment or supplies, only the quantities received and accepted by the Agency shall be paid for.

XIV. LIQUIDATED DAMAGES

Liquidated damages may be used if the Agency would incur damages if a contract is not completed on time. The amount of liquidated damages should be calculated to as closely as possible reflect the damages the Agency would incur if requirements of the contract are not met (i.e. construction not finished on time causing continued payment of a leased facility). The amount of liquidated damages to be assessed must be clearly stated in the bid solicitation and resulting contract. In addition, the procurement file should contain a description of how the liquidated damages amount was developed. If liquidated damages are recovered, they must be credited to the project unless otherwise authorized by FTA.

XV. REMEDIES FOR BREACH OF CONTRACTS

All contracts above the small purchase threshold must include remedies for breach of

contract.

XVI. CONTRACT TERMINATION CLAUSES

All Contracts must include clauses for termination for default and termination for convenience of the Agency.

XVII. FTA REQUIRED CLAUSES

Applicable FTA requirements must be included in each federally funded solicitation, contract, sub agreement, lease, third-party contract or other binding document. A checklist may be found in Circular 4220.1F Appendix D. Sample/recommended clauses can be found under the Best Practices section of the FTA website, www.fta.dot.gov.

XVIII. REVENUE CONTRACTS

If a federally funded asset is intended for use in a revenue contract and more than one competitor is available (i.e. advertising on buses, lease of space for a retail venture) a competitive process should be used to permit interested parties equal access to such limited opportunity. See Circular 4220.1F for a more detailed explanation.

XIX. USE OF TECHNOLOGY/ELECTRONIC COMMUNICATIONS

a. Electronic Signature.

It is the policy of Pierce Transit that whenever the use of a written signature is authorized or required on a record, an electronic signature may be used with the same force and effect as the use of a signature affixed by hand, provided the electronic **signature** conforms to the definition in RCW 19.360.030 and the writing conforms to RCW 19.360.040. Any electronic signature must be applied by or authorized by the person with authority to sign the record and bind that party or their company to the intent or transaction.

b. Electronic Record

It is also the policy of Pierce Transit that records may be stored electronically provided that the record is the same as if it were stored in non-electronic form. An electronic record may be deemed to be the Agency's source record for purposes of production and retention under the Washington State Public Records Act and Washington State Records Retention schedules.

c. Record Retention

The Purchasing Department follows the State of Washington's record retention requirements. Bid/RFP and contract files are retained for seven (7) years from completion of a contract. This applies to locally and federally funded contracts.

In addition, contractors are required to retain records relating to a contract with Pierce Transit for thirty-six (36) months after completion of the contract. This requirement is included in all bids and RFP and incorporated in the executed contract document.

d. Electronic System

Pierce Transit utilizes a cloud-based Project Management Information System called e-Builder to manage capital projects and all commitments related to same. As processes are developed, User Guide's and recorded video instructions are developed

to assist with training and on-going use of the system.

- e. Electronic Bidding and Reverse Auctions. FTA recipients may use electronic bidding and reverse auctions.

Value. Procurements with a value of \$100,000 or less may be conducted through electronic bidding or reverse auctions. As permitted under State or local law, procurements with a greater value may also be conducted through electronic bidding or reverse auctions. The recipient may acquire the services of a contractor to manage electronic bidding and conduct reverse auctions.

- (1) Procedures. Although neither FTA nor the Office of Federal Procurement Policy have established a formal definition of “reverse auction” or formal procedures for reverse auctions for Federal Government or Federal assistance purposes, the U.S. Comptroller General has approved the following procedures for reverse auctions of less than \$100,000:
 - (a) Notification. The buyer “will notify potential participants of an upcoming auction, specifying the time that the auction will start and close.”
 - (b) Bid or Quote Submission. Those who choose to participate will submit bids or quotations to the online auction Web site.
 - (c) Information Displayed During the Auction. During the auction, the Web site will display the property to be inspected, the current lowest quotation, and the time remaining in the auction.
 - (d) Information Not Displayed During the Auction. The Web site will not display the names of vendors, any other identifying information, or the time at which quotations were submitted.
 - (e) Information Displayed at the End of the Auction. At the close of the auction, competing vendors will be able to view all submitted quotations, as well as the winning quotation, and a purchase order will be sent to the winning vendor.
 - (f) Information Provided at the End of the Auction. The buyer will provide the name of the winning vendor and its quotation to unsuccessful vendors, but not the identity of the unsuccessful vendors.

XX. ROLLING STOCK PROCUREMENTS

- a. Pre-Award “Buy America” Audit

When purchasing applicable rolling stock, to comply with "Buy America" pre-award and post-delivery audits, inspections and safety certification requirements of FTA 49 CFR 663, the following procedures shall be followed:

- 1) A "Buy America" clause and notification of required audits shall be included in the specifications.
- 2) Proposers/Bidders shall return with their bid or proposal a completed "Buy America" certification, indicating either compliance with "Buy America" or possible eligibility for a waiver.

- 3) If compliance is certified, the selected proposer/bidder shall be required to furnish a listing of all components considered to be included in the 65% American portion of the coach. The listing shall include the component, the component manufacturer and address, and either the value of the component in dollars or as a percentage of the value of the coach.
- 4) In addition, the proposer shall provide a statement describing the manufacturing process taking place in the U.S. in sufficient detail to allow Pierce Transit to determine that the coach is substantially assembled in the United States.
- 5) Proposers must also submit a self-certification of compliance with National Safety Regulations (FMVSS).
- 6) As part of the proposal evaluation process, but definitely prior to recommendation to award a contract the Purchasing Department shall in detail review the information provided to ensure compliance with requirements.
- 7) Only after sufficient "Buy America" certifications for components totaling at least 70% of the value of the coach have been received and a determination of substantial U.S. assembly has been made by the Purchasing Department can a contract be executed.

b. Post-Delivery Audits

- 1) It is recognized that the successful contractor is not bound by the list of components submitted for the pre-award audit. Therefore, to allow for the post-delivery audit, the Purchasing Department shall request from the manufacturer a revised list of U.S. components that have actually been installed in the coaches delivered, representing a minimum of 70% of the value of each coach.
- 2) To supplement the above steps, Pierce Transit's on-site inspectors during the bus-build shall ensure that the U.S. components listed are actually installed in Pierce Transit's coaches. In addition, inspectors shall ascertain that the assembly work taking place at the manufacturer's U.S. facilities is of sufficient magnitude to constitute U.S. assembly. A certification verifying the inspector's satisfaction on both issues shall be included in the contract file.
- 3) If at any time during the build process and before acceptance of the coaches it is discovered that the contractor is not installing the U.S. components claimed, Pierce Transit shall not accept the coaches until the components in question have been replaced with U.S. components. Coaches shall not be accepted and no payment shall be made to the contractor until Pierce Transit is satisfied that all requirements have been met. **If vehicles not meeting Buy America requirements are accepted by Pierce Transit, Federal funds cannot be used to pay for such vehicles**
- 4) Once the above steps have been satisfactorily completed, the Purchasing Department shall make a written determination of "Buy America" compliance to be kept with the contract file.

c. Bus-Build Inspections

- 1) Ongoing inspections shall be conducted throughout the bus-build by Pierce

Transit's representatives to verify not only "Buy America" content but also compliance with specifications.

- 2) If during the build it is discovered that it is impractical or undesirable to follow the specifications exactly, an alternative shall be negotiated both in method and cost. Care shall be taken that "Buy America" compliance is preserved.
- 3) Inspectors shall submit, for the file, regular progress reports and shall upon completion be able to verify compliance with specifications. Coaches shall not be accepted unless compliance with specifications has been certified by a Pierce Transit inspector.

d. Safety Certifications

Prior to acceptance and payment of the coach, the contractor shall submit to Pierce Transit self-certification that the vehicles comply with all relevant Federal Motor Vehicle Safety Standards.

e. Certification of Compliance

The bid file shall contain verbatim certifications of compliance with pre and post-award Buy America requirements and Pierce Transit's satisfaction that the coaches were built in accordance with specifications. Verbatim certification samples are available in 49 CFR 663.

FTA Rolling Stock Procurement Checklist (Non-Piggyback)

BID FILE CONTENT – Rolling Stock – Buses and Paratransit Vans)

Project #: _____ **FTA Funds (Y/N)** _____

Buyer: _____

- Fact Sheet (over \$200,000)
- Resolution (over \$1,000,000)
- Executed Contract with conformed specifications
- Executed Contract Cover Sheet
- Copy of Insurance
- Fact Sheet for Amendments (if needed)
- Resolution for Amendments (if needed)
- Executed Contract Amendments # _____
- Executed Cover Sheet for Amendments
- Estimates/Cost and Price Analysis for Amendments
- Fact Sheet for Orders
- Resolution for Orders
- Submit Certification of Transit Vehicle Manufacturer (TVM) DBE Program to
Community Development (if FTA funded)
- Submit Executed Copy of Contract to Community Development (if FTA funded)
- Orders # _____
- Copy of Purchase Order/Revised Purchase Order (if applicable)
- Vehicle Award Report to the FTA
- MEMO – Post-Award Buy America Compliance – Must be Verbatim Federal
Requirements (Signed by Procurement Manager)
- MEMO – Post-Award FMVSS Compliance Certification – MUST be Verbatim
Federal Requirements (Signed by Procurement Manager)
- MEMO – Post-Award Purchaser’s Requirements Certification – MSUT be Verbatim
Federal Requirements (Signed by Procurement Manager.
- Final Acceptance from Maintenance
- Vendor eligibility for award from System for Award Management
www.sam.gov/portal/SAM
- Intent to Award Letter
- Rejection Letters

- Other Post Award Activity
- Other Agency Participation Tracking Spreadsheet
- Other Participation Agency Interlocal Agreement
- Authorizing Letter to Contractor to sell to other Agencies
- Correspondence with participating agencies
- Misc. General Correspondence
- Request for Best and Final Offers
- Best and Final Offers
- Best and Final Offer Evaluation Score Sheets
- Evaluation Committee Discussion Summary
- Acceptance of alternates contained in BAFO
- Pre-Award Buy America Audit
- Cost/price Analysis Memo
- Memo summarizing award considerations
- MEMO – Pre-Award Buy America Compliance – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- MEMO – Pre-Award FMVSS Compliance Certification – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- MEMO – Pre-Award Purchaser’s Requirements Certification – MSUT be Verbatim Federal Requirements (Signed by Procurement Manager).
- Proposals
- Pre-Award Buy America Information
- FMVSS Safety Certification from Manufacturer
- Description of Final Assembly from Manufacturer
- Transit Vehicle Manufacturer (TVM) DBE Program Certifications
- Complete Altoona Bus Testing Report
- Lobbying Certification
- All other certifications required by FTA
- Proposal recap spreadsheet
- Distribution Memo Evaluation Committee Invitation
- Selection Committee Member Agreement(s)
- Distribution Memo to Evaluation Committee including attachments
- Evaluation Committee discussion summaries

- Initial complete score sheets from each Committee member
- Interview questions
- Interview invitations
- Interview summaries
- Rejection Letters, first round (if any)
- Pre-proposal Conference sign-in sheet
- Pre-proposal Conference minutes
- Written questions from potential proposers
- General Correspondence, e-mails, faxes etc
- Blank Score sheet indicating points and weights

- Draft Specification
- Independent Cost Estimate (ICE)
- Advertisement letters/e-mails
- Copies of Call for Bid Ads
- Final Specifications
- Vendor Requests for specifications
- DBE Vendor Search (www.omwbe.wa.gov, click on certification, then directory of certified firms, the OMWBE's Directory of Certified Firms, then search by Firm Name, Business Description or NAICS code)
- Vendor List
- Addenda, including all attachments
- Vendor List for each Addendum

Separate File for Each Order Placed under Master Agreement

- Order Information
- Producer Price Index Calculation for each order
- Pre-award Buy America Audit
- Progress payment agreement for each order (if any)
- Post Delivery Buy America Audit for each order
- Safety Certification for each order
- Acceptance Memo for each order

FTA Rolling Stock Procurement Checklist (Piggybacking)

BID FILE CONTENT – Rolling Stock – Buses and Paratransit Vans)

Project #: _____ **FTA Funds (Y/N)** _____

Buyer: _____

- Fact Sheet (over \$200,000)
- Resolution (over \$1,000,000)
- Executed Contract with conformed specifications
- Executed Contract Cover Sheet
- Copy of Insurance
- Fact Sheet for Amendments (if needed)
- Resolution for Amendments (if needed)
- Executed Contract Amendments # _____
- Executed Cover Sheet for Amendments
- Estimates/Cost and Price Analysis for Amendments
- Fact Sheet for Orders
- Resolution for Orders
- Submit Certification of Transit Vehicle Manufacturer (TVM) DBE Program to Community Development (if FTA funded)
- Submit Executed Copy of Contract to Community Development (if FTA funded)
- Copy of Purchase Order/Revised Purchase Order (if PO applicable)
- Vehicle Award Report to FTA

- MEMO - Post-Award Buy America Compliance – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- MEMO - Post-Award FMVSS Compliance Certification – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- MEMO - Post-Award Purchaser's Requirements Certification – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- Final Acceptance from Maintenance
- Misc. General Correspondence Post-Award

- Vendor eligibility for award from System for Award Management www.sam.gov/portal/SAM

- TVM Approved Manufactures Checked/Document File
 - <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>.
- Other Post Award Activity
- MEMO - Pre-Award Buy America Compliance – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- MEMO - Pre-Award FMVSS Compliance Certification – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)
- MEMO - Pre-Award Purchaser’s Requirements Certification – MUST be Verbatim Federal Requirements (Signed by Procurement Manager)

- Order Information
- Manufacturer Quote
- Price/Cost Analysis
- Misc. Correspondence, emails, fax etc.
- Pre-Award Buy America Detail
- Pre-Award FMVSS Safety Certification
- Final Assembly Description
- Request for Piggy-Backing from Maintenance
- Independent Cost Estimate (ICE)
- Correspondence for release of options from the awarding agency
- RFP Issued including Technical Specifications and Terms and Conditions
- Successful Proposal of Contract Awarded
- Best and Final Offer, if any
- Pre-Award Buy America Information
- FMVSS Safety Certification from Manufacturer
- Description of final assembly from Manufacturer
- Transit Vehicle Manufacturer (TVM) DBE Program Certifications
- Complete Altoona Bus Testing Report
- Lobbying Certification
- All other certifications required by FTA

Vehicle Award Report

49 CFR 26.49(a)(4) requires FTA recipients to report its vehicle procurement awards

Please submit the following information within 30 days of the award:

*** 1. Recipient Name**

*** 2. Recipient ID #**

*** 3. Please select the FTA Regional Office that serves your transit agency**

*** 4. Select the Transit Vehicle Manufacturer (TVM) awarded the contract**

*** 5. Contract Award Dollar Amount**

*** 6. Contract Award Date**

Please enter a valid date
MM /DD /YYYY

*** 7. Provide agency point of contact**

Name

Phone Number

Email Address

*** 8. Additional Information (Optional)**

Done

XXI. Related Policies and Procedures

In addition to this Procedure the following policies, procedures or guidelines should be cross-referenced and complied with:

1. Pierce Transit Code
2. Pierce Transit Electronic Signatures and Records Policy
3. Pierce Transit Procedures and Guidelines for Preventing Organizational Conflicts of Interest (OCOI) In Procurement.
4. Pierce Transit Purchasing Procedures Manual
5. Purchasing Cards
6. Purchasing Protests and Appeals (specified in applicable bid solicitation documents)
7. Sole Source Justification (form necessary for all Sole Source approvals)
8. Surplus Property Policy
9. Disadvantaged Business Enterprise (DBE) Program
10. Business and Travel Expense Procedures Manual

Route Types

- Frequent** 

Trunk routes run earlier, later and more often along major streets.
- Standard** 

Routes connect urban and suburban areas to transit centers, typically every 30-60 minutes (see schedules).
- Express** 

Faster and more direct AM/PM service connects major destinations with fewer intermediate stops.
- Seasonal** 









Local service only operates for a few months every year.
- Stream** 

Stream Community Line has frequent AM/PM rides and fewer stops.










Pierce Transit SYSTEM MAP

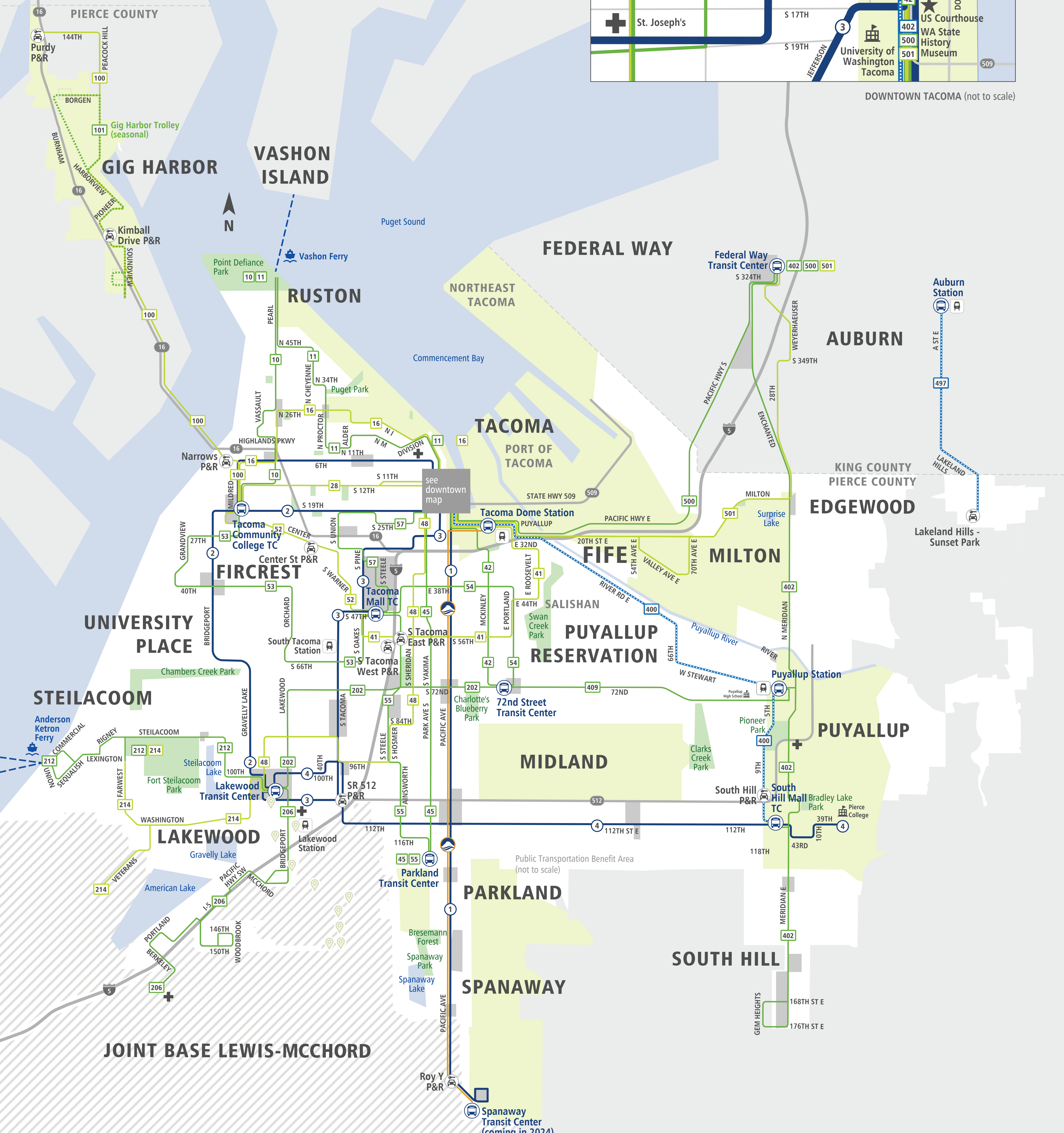
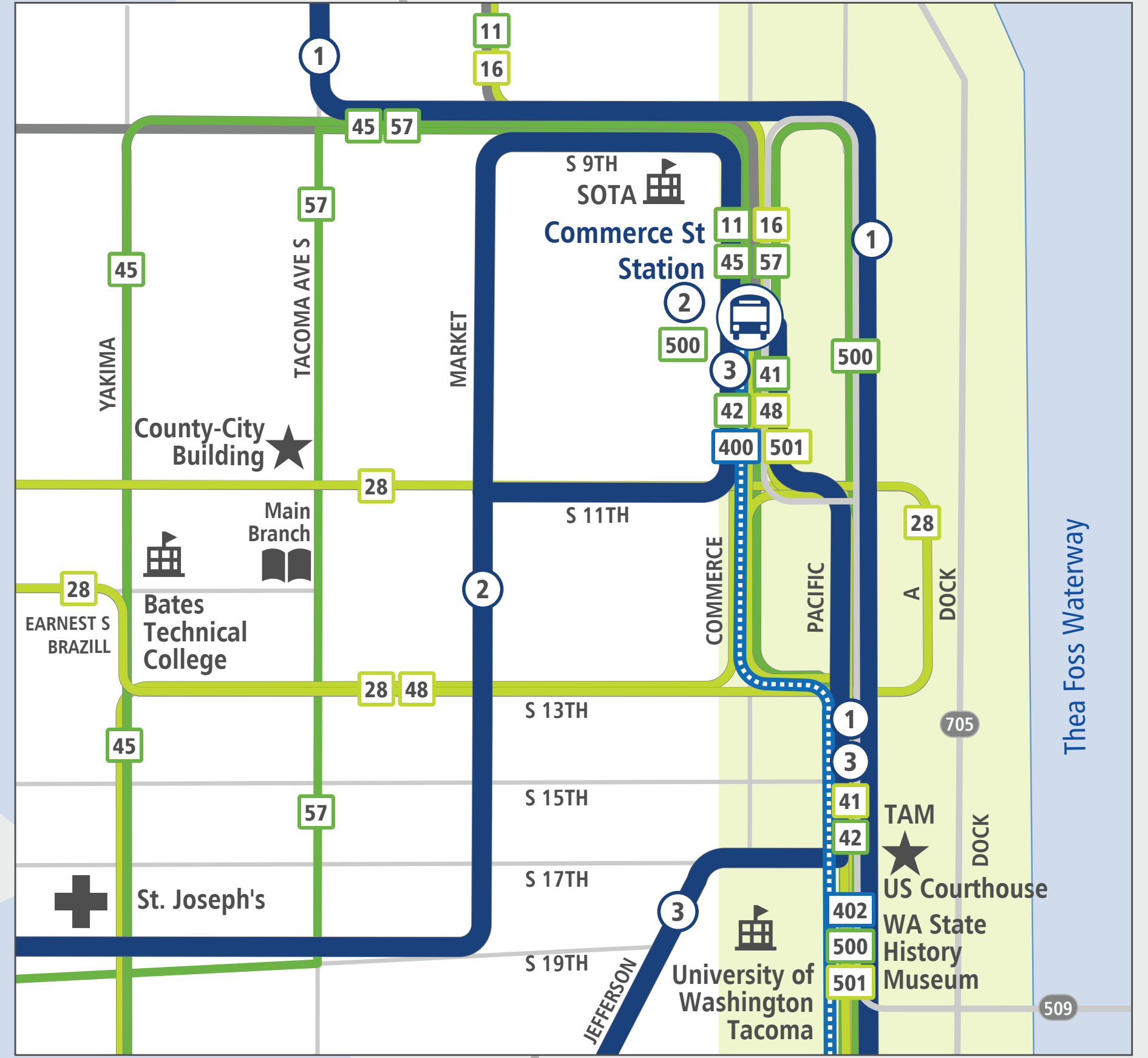
Map Icons

-  Transit Center
-  Park & Ride
-  Sounder Train Station
-  Ferry
-  Government
-  School
-  Library
-  Hospital

Map Areas

-  Pierce Transit Service Area
-  Joint Base Lewis-McChord
-  Shopping Center
-  Park
-  Water Body
-  Pierce Transit Runner Zone
-  (JBLM Runner Pick Up)

Ready to plan your trip? Visit: [TripPlanner.PierceTransit.org](https://www.piercetransit.org/TripPlanner)








Spanaway Runner Zone Population Density

Legend

Spanaway Runner
Zone

 Spanaway Runner Zone

Population 2020
(Census)

-  0 - 38
-  38 - 135
-  135 - 342
-  342 - 910
-  910 - 2219

