



**CONTRACT AGREEMENT FOR
BETWEEN UNIVERSITY OF WASHINGTON
AND
MTR Western, LLC**

Contract Number CW2242576

This Agreement (“contract”) is between University of Washington, (“UW” “Customer”, “Purchaser”, or “Owner”) and MTR Western, LLC (“MTR”, “Contractor” or “Supplier”) collectively the “Parties”.

Whereas the University conducted an open, competitive acquisition process and issued Request for Proposal Doc3183049802, for UW Bus Services – Charter, School and Shuttle dated October 6, 2021.

Whereas MTR submitted a timely response, and

Now therefore, the University hereby awards to MTR this Contract for UW Bus Services – Charter Coaches for the University for the term of this Contract in accordance with the terms and conditions of the Request for Proposal (RFP) number Doc3183049802, issued October 6, 2021, and the terms and conditions stated herein.

In the event of conflicts between the terms and conditions referenced in this Contract and other documents referenced herein, the following priorities shall apply and are incorporated into this document as referenced:

1. Applicable Federal and State of Washington and local statutes and regulations.
2. Terms and Conditions of this Contract
3. Exhibit A: RFP number Doc3183049802, issued October 6, 2021, including any addenda, incorporated by reference
4. Exhibit B: MTR’s response dated October 25, 2021, incorporated by reference

TERM OF AGREEMENT

This Master Services Agreement is a fixed term agreement. The initial term of the resulting contract(s) awarded shall be effective as of the date of the last signature and shall end December 31, 2027. The term of the contract may be extended by two additional one-year increments for a total of seven contract years.

Extensions shall be based on mutual agreement with the Supplier. The University reserves the right to extend the contract, on a month-by-month basis, beyond the expiration of the contract at the then current rates to facilitate establishment of a new contract.

SCOPE OF WORK

MTR shall provide Bus Charter Services in an as needed basis as set forth in:

- The University's Request for Proposal Doc3183049802, issued October 6, 2021, including all published addenda, and
- MTR's response dated October 25, 2021.

PRICING AND RATES

Pricing for services under this Contract as outlined in the original RFP and related addenda and by Supplier response, incorporated by reference.

56 – PASSENGER COACH

One-Way Transfer: \$480 (\$10 gratuity included)

*Example: Bus picks up at UW and transfers to airport. Bus drops passengers and departs.
(Please note \$42 SeaTac Airport Tariff for pick-ups only)*

4-Hour Minimum: \$675

Example: Service up to but not exceeding 4 hours.

Each additional hour: \$120

Example: If time exceeding four hours is less than 30-minutes, no additional cost will be added

Full-Day Rate (10+ Hours): \$1,260 + 5% Fuel Surcharge (\$50 gratuity included)

Example: Service up to or exceeding 10 hours

Over-the-Road/Overnight Trips

Daily Rate: \$1,260 + 5% Fuel Surcharge (\$50 gratuity included)

*Does not include driver accommodations

Example: Any day over-the-road, regardless of hours and applies to the following destinations:

- Eugene/Corvallis, OR
- Spokane, WA
- Moscow, ID
- Pullman, WA
- Portland, OR
- Vancouver, BC

22 – PASSENGER MINI SHUTTLE (10% less than full-sized coaches)

One-Way Transfer: \$432 (\$10 gratuity included)

*Example: Bus picks up at UW and transfers to airport. Bus drops passengers and departs.
(Please note \$42 SeaTac Airport Tariff for pick-ups only)*

4-Hour Minimum: \$608

Example: Service up to but not exceeding 4 hours.

Each additional hour: \$108

Example: If time exceeding four hours is less than 30-minutes, no additional cost will be added

Full-Day Rate (10+ Hours): \$1,134 + 5% Fuel Surcharge (\$50 gratuity included)

Example: Service up to or exceeding 10 hours

Over-the-Road/Overnight Trips

Daily Rate: \$1,134 + 5% Fuel Surcharge (\$50 gratuity included)

*Does not include driver accommodations

Example: Any day over-the-road, regardless of hours and applies to the following destinations:

- Eugene/Corvallis, OR
- Spokane, WA
- Moscow, ID
- Pullman, WA
- Portland, OR
- Vancouver, BC

Additional fees will be invoiced and may include the following depending on destination:

- Airport Tariffs (\$42 SeaTac, \$20 PDX)
- PPE: \$16 PPE
- 5% Fuel Surcharge for over-the-road bookings
- Applicable parking passes or bridge tolls, etc.

Wrapping of Coaches:

Typically wraps range from \$7-10k. Currently MTRWestern has a wrapped vehicle for the University of Washington. MTRWestern will provide one wrapped bus at no charge to the University, with a maximum expense of \$10,000.

Payment shall be made in accordance with Service Providers quote/estimate for each individual project awarded to Service Provider as outlined in the RFP response, incorporated by reference.

Should the price of services decrease due to market conditions, the Supplier agrees to provide written notification of price decreases that shall become effective immediately on the date of written notification.

Supplier warrants that it shall comply with all applicable state and federal laws and regulations regarding wages and hours, including but not limited to the Fair Labor Standards Act and regulations promulgated by the U.S. Department of Labor, and Supplier shall indemnify and hold the University harmless from any damages or claims that may result from Supplier's failure to comply.

Charters will be able to be booked via email – contact information will be listed on the internal Procurement Service website.

INSURANCE REQUIREMENTS

As specified in Doc3183049802, issued October 6, 2021, including all published addenda.

PUBLIC DISCLOSURE / PROPRIETARY INFORMATION

UW is subject to RCW 42.56 (the Public Records Act).

Any document(s) or information which the Supplier provides to UW in performance of this contract, that Supplier believes is exempt from public disclosure shall be clearly identified and labeled as "Proprietary Data" along with a statement of the basis for any such a claim of exemption. The UW's sole responsibilities shall be limited to maintaining the above data in a secure area and for a period of five years from the expiration of this contract, to notify Supplier of any request(s) for disclosure. Suppliers' failure to so label such materials or failure

to provide a timely response after notice of request for public disclosure has been given, shall be deemed a waiver by the Supplier of any claim that such materials are, in fact, exempt. Confidentiality is available only to the limited extent allowed under state law.

BILLING PROCEDURES AND PAYMENTS

In general, and subject to revision based on needs of the University of Washington's procurement systems, Service Provider will submit properly itemized invoices, as attachments to the electronic invoices and send a copy of the invoice to the client at UW.

Incorrect or incomplete invoices will be rejected by Purchaser. Service Provider shall be responsible resubmitting amended invoice.

The UW Contract number CW2242576 and any UW issued Purchase Order number for work under this agreement shall appear on all invoices.

If Purchaser fails to make timely payment, Service Provider may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Service Provider's bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the services or receipt of Service Provider's properly prepared invoice, whichever is later.

AMENDMENT

This agreement may be altered, amended, or waived only by mutual agreement of both parties in writing, signed by both parties, and attached as an addendum to this agreement.

CONTACT INFORMATION

All issues concerning the Contract should be directed to:

For University of Washington

Danielle Rosenow
UW Procurement Services
4300 Roosevelt Way NE. Box 354967
Seattle, WA 98105
Telephone Number: 206-543-4500
Email address: drosenow@uw.edu

For MTR Western, LLC

Amanda Emery
Vice President of Sales
720 South Forest St
Seattle, WA 98134
Telephone Number: 206-687-8549
Email Address: amandae@mtrwestern.com

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

CONFORMANCE

If any provision of this contract violates any statute, regulation, or rule of law, it is considered modified to conform to that statute, regulation, or rule of law

QUALITY

Acceptance of all work is at the discretion of UW. UW will evaluate quality of product on individual jobs that have been quoted, produced and delivered by Service Provider to UW and UW has the option of rejecting any work solely at the discretion of UW.

APPROVAL

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

Agreed and accepted:

MTR Western, LLC

DocuSigned by:

By: Amanda Emery
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Name: Amanda Emery

Title: VP of Sales

Date: 12/13/2021

Agreed and accepted:

University of Washington

DocuSigned by:

By: Danielle Rosenow
15DD3CA113E242C...

Name: Danielle Rosenow

Title: Sr Contracts Manager, University of Washington

Date: 12/13/2021

Exhibit A – RFP number Doc3183049802 and Addenda – including UW General Terms and Conditions



UW Bus Services RFP
Final.docx



Addenda.docx

Exhibit B – MTR's Response



MTR Response to
RFP NO. DOC318304!