



1230 W Boone Ave  
Spokane, WA 99201  
[www.spokanetransit.com](http://www.spokanetransit.com)

## **REQUEST FOR PROPOSALS**

**2023-10849**

### **Retirement Plan Administrative and Recordkeeping Services**

**ISSUE DATE: Tuesday, August 8, 2023**

**PROPOSAL DUE DATE: Friday, September 8, 2023  
4:00 PM Pacific Time**

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PART I  
INSTRUCTIONS TO PROPOSERS

## 1.0 INSTRUCTIONS TO PROPOSERS

### 1.1 Introduction

Spokane Transit Authority, located at 1230 West Boone Avenue, Spokane, Washington, is requesting Proposals from qualified Proposers to provide Retirement Plan Administrative and Recordkeeping Services for participants in their Defined Contribution Plans (each individually a “Plan” and collectively, “Plans”).

Listed below are the primary objectives of this review and selection process:

- Lower participant and plan expenses;
- Provide a simplified investment menu;
- Provide for an orderly and timely transition of Plans administration;
- Provide group seminars and individual meetings on investment and retirement planning topics; and
- Support participants with their retirement savings.

Since October 2010, STA has been a member of the Washington Public Employees Retirement System (“PERS”) as its primary retirement investment option. STA has retained the legacy retirement plans which predated PERS and currently consist of five separate 401(a) Money Purchase Plans (one of each labor group and the CEO), and one 457 Deferred Compensation Plan open to all employees. MissionSquare currently provides enrollment, communication/education, investment management, and recordkeeping services for the 401(a) and 457 Deferred Compensation Plans. As of December 31, 2022, there was approximately \$15.9 million invested in the 457 Deferred Compensation Plan and approximately \$23.2 million invested in the 401(a) Plans. Provider asset breakdowns and key Plan statistics are as follows:

KEY PLAN STATISTICS AS OF DECEMBER 31, 2022 – 457 PLAN:

Total Assets December 31, 2022	Total Number of Participant Accounts	Total Number of Active Accounts	Total Number of Eligible Employees
\$14,917,621	597	165	700

2022 Total Contributions	2022 Total Roll-Ins	2022 Total Deferrals	Total Withdrawals (Systematic)
\$670,504	\$0	\$0	\$975,122

Participant Loans	Total Dollar Amount Current Balance
9	\$62,756

Accounts in Distribution	Annuitized
17	MissionSquare does not track the number of accounts that have been annuitized.

KEY PLAN STATISTICS AS OF DECEMBER 31, 2022 - 401(a) PLANS (note there are five separate accounts):

Total Assets December 31, 2022	Total Number of Participant Accounts	Total Number of Active Accounts	Total Number of Eligible Employees
\$22,453,201	1,265	187	1 (CEO)

<b>2022 Total Contributions</b>	<b>2022 Total Roll-Ins</b>	<b>2022 Total Deferrals</b>	<b>Total Withdrawals (Systematic)</b>
\$42,416	\$0	\$0	\$2,109,541

<b>Participant Loans</b>	<b>Total Dollar Amount Current Balance</b>
17	\$117,211

<b>Accounts in Distribution</b>	<b>Annuitized</b>
37	MissionSquare does not track the number of accounts that have been annuitized.

STA anticipates awarding a five (5) year Contract. Up to five (5) optional one (1) year extensions may be awarded upon approval by STA’s Board of Directors.

The Proposer may supplement its Proposal with Subcontractors, with the understanding the Proposer is responsible for all Work.

Please read this entire RFP package before submitting your Proposal. Careful attention must be paid to all requested items contained in this RFP.

This RFP does not commit STA to enter into any Contract; to pay any costs incurred in the preparation of a Proposal in response to this RFP or in subsequent negotiations; or to procure or contract for the Work. STA expects to negotiate a Contract with the Proposer it deems most advantageous to the agency.

## 1.2 Defined Terms

The following defined terms are used throughout this RFP. In the event of a conflict between the definition herein and the definition of the same term in a separate part of this RFP, the definition in the separate part of this RFP shall prevail for that part only.

**Administrator & Recordkeeper** means the Contractor.

**Alternate Proposal (or Alternate or Option)** is the amount stated on the Price Proposal Form to be added or deducted from the amount of the Base Price if the corresponding change in project scope or materials or methods described in the RFP Documents is accepted.

**Amendment** is a written or graphic instrument, approved and issued by STA prior to the Proposal Due Date, which amends, modifies or interprets the RFP by additions, deletions, clarifications or corrections.

**Base Price** is the sum stated on the Price Proposal Form for which the Proposer offers to perform the Work.

**Business Day** means Monday through Friday, except public holidays, from 8:00 AM to 5:00 PM, Pacific Time.

**Contract** refers to an agreement executed between STA and Contractor for the provision of Work.

**Contractor** means the responsible Proposer awarded a Contract resulting from this RFP.

**Day** means calendar day unless otherwise noted.

**Nonresponsive Proposal** is any Proposal which (1) fails to conform in any respect to the requirements of the RFP; (2) imposes conditions which would modify requirements of the RFP; or (3) limits a Proposer’s liability to STA to give the Proposer an advantage over other Proposers, as determined by STA.

**No Proposal Form:** Attachment C.

**Plan Sponsor** refers to the Spokane Transit Authority, the employer.

**Price Proposal Form:** Attachment D.

**Project Site** means STA's facilities located at multiple sites in the Spokane, WA region.

**Proposal** is the submission of a complete and properly executed Price Proposal Form, Proposal Response Form, all Proposer Certifications and representations required to comply with the RFP, and any additional documentation that may be required by the RFP.

**Proposal Response Form:** Attachment A.

**Proposer** is an individual or entity who submits a Proposal for a Contract with STA for the performance of Work.

**Proposal Due Date** is the date and time at which Proposals are due as specified in Section 1.5 of the Instructions to Proposers in this RFP. Proposals received after this date and time will be considered nonresponsive and returned to the Proposer.

**Questionnaire:** Attachment E.

**Request for Approved Equals Form:** Attachment B.

**Request for Proposal (RFP) Documents** include, but are not limited to, the Advertisement for Proposals, Instructions to Proposers, Price Proposal Form, Proposal Response Form, all attachments and exhibits related to this RFP, Technical Requirements, all other documents proposed or required for the performance of Work, and any or all Amendments hereto issued prior to the Proposal Due Date and/or the Best and Final Offer due date.

**STA** means the Spokane Transit Authority.

**Technical Requirements** collectively refers to all specifications, special conditions and the Scope of Work attached hereto.

**Work** means the scope of goods and services in the Scope of Work to be provided by the Contractor under a Contract.

### **1.3 Proposer Communications with STA**

STA is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date this RFP is released through the date of award of a Contract, all communications, questions and/or clarifications, and inquiries concerning this RFP shall be addressed to:

Jennifer Anderson  
Procurement Coordinator  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, WA 99201  
(509) 325-6024  
[janderson@spokanetransit.com](mailto:janderson@spokanetransit.com)

STA reserves the right to disqualify any Proposer who contacts a STA officer, director, employee, agent, representative or committee or Board member concerning this RFP other than in accordance with this Section.

## 1.4 Question and Answer Period

Questions and/or clarifications about the RFP may be submitted in accordance with Section 1.3.

Any prospective Proposers in receipt of this RFP will be provided with any changes or clarifications to the RFP by written Amendment in accordance with Section 1.9.

## 1.5 Proposal Due Date and Proposal Submission

Proposals along with the Proposer’s sample agreement will be accepted until **4:00 PM, Pacific Time, Friday, September 8, 2023**, in accordance with the specifications and conditions stated in this RFP. Proposals must be submitted via Drop Box at the following link:

<https://www.dropbox.com/request/mUaz3111DYrr1i3jZ7PW>

All Proposals shall be effective for ninety (90) Days from the Proposal Due Date or Best and Final Offer (“BAFO”) date (if applicable), whichever is later. Late submittals shall be deemed nonresponsive and returned to the Proposer. The cost of Proposal preparation will be completely borne by the Proposer. STA reserves the right to request an original Proposal with “wet” signatures, in its sole discretion.

Proposals shall be submitted to the contact listed in Section 1.3. Proposal packages or envelopes must be labeled with the name and number of the solicitation:

*RFP 2023-10849 – Retirement Plan Administrative and Recordkeeping Services*

Except as otherwise provided for herein, Proposals which are incomplete, or which are conditioned in any way or contain erasures, alterations or items not requested in the RFP, or which are not in conformance with the RFP or applicable laws, rules and regulations, may be rejected as nonresponsive.

## 1.6 Procurement Schedule and Deadlines

Below is the proposed procurement timeline for this RFP. Future events may cause this timeline to change. STA reserves the right to revise the procurement timeline at any time and for any reason.

DATE	EVENT
August 8, 2023	RFP Issued
August 17, 2023, 4:00 PM Pacific Time	Deadline to Submit Request for Approved Equals, Changes or Clarifications
September 8, 2023, 4:00 PM Pacific Time	Proposal Due Date
September 11-15, 2023	Evaluation of Proposals
October-November 2023	Final Contract Negotiations and Contract Execution

## 1.7 Proposer Registration & Licensing

1.7.1 At the time of Proposal submittal, as a minimum requirement for a Proposal to be deemed responsive, Proposers must meet the following business registration and licensing criteria:

- A. Active registration with the Washington State Secretary of State.
- B. Active Washington State Business License issued by the Washington State Department of Revenue.

- C. Active Worker’s Compensation Account with the Washington State Department of Labor & Industries (“L&I) or documentation from L&I of Contractor’s exemption from this requirement.
  - D. Active registration as required by the United States Securities and Exchange Commission.
- 1.7.2 In addition to the requirements of subsection 1.7.1, following award of Contract, but prior to Contract execution, the Proposer shall provide evidence of necessary local business licenses, if applicable, within the local jurisdictions where the performance of Work shall occur, as follows:
- A. City of Spokane business license.
- 1.7.3 STA encourages Proposers to review the following resources when determining applicable registration requirements:
- Washington Secretary of State: <https://www.sos.wa.gov/corporations-charities>
  - Washington State Department of Revenue
    - Business Registration: <https://dor.wa.gov/open-business/apply-business-license#RegRequire>
    - Out of State Businesses: <https://dor.wa.gov/education/industry-guides/out-state-businesses-reporting-thresholds-and-nexus>
    - Business Licensing FAQ: <https://dor.wa.gov/open-business/business-licensing-and-renewals-faqs>
  - Washington State Department of Labor & Industries: <https://lni.wa.gov/for-business>

## **1.8 Request for Approved Equals, Changes or Clarifications**

Requests for an approved equal, changes or clarifications to the Work, Technical Requirements or RFP Documents shall be submitted on the Request for Approved Equals Form. Requests identified in this Section shall be submitted electronically in accordance with Section 1.3.

**No request for an approved equal, changes or clarifications to the Work, Technical Requirements, RFP Documents shall be considered unless a written request in the manner and form prescribed above is received by STA no later than the date prescribed in Section 1.6.**

Approved substitutions, changes or clarifications will be set forth in a written Amendment. Proposers shall not rely upon approvals made in any other manner. No substitutions shall be considered after the Proposals are received without prior written approval by STA.

## **1.9 Changes to RFP Documents**

Any changes to the Work, Technical Requirements or RFP Documents will be made by written Amendment issued by STA. All prospective Proposers receiving the initial RFP package will be notified by email of these changes. Proposers shall acknowledge their receipt of all Amendment(s) in Section 1.B of the Proposal Response Form.

## **1.10 Contract**

Proposer shall submit a copy of their sample contract with their Proposal. The sample contract shall be submitted as a Word file with Tracked Changes enabled. STA reserves the right to negotiate any and all



terms of the Proposer's sample contract, or reject any Proposal if STA objects to any of the terms of the Proposer's sample agreement which cannot be resolved by negotiations.

STA's Terms and Conditions ("T&C" or "Sample Agreement") attached hereto and incorporated herein as Exhibit A will be incorporated into the final executed Contract. Proposers should review the T&C and submit any proposed language changes in accordance with Section 1.8 of this RFP.

Upon receipt of a Contract, the Contractor shall have five (5) Business Days to execute such Contract and return to STA, inclusive of all requisite documentation and/or Proposer Certifications. If the Contractor fails to execute the Contract, furnish required securities or proof of insurance, or provide other required documentation within this time period, STA will be entitled to consider all rights arising out of STA's acceptance of the Proposal. STA will be entitled to such rights and additional remedies as exist at law.

## **1.11 Insurance**

Proposals shall be conditioned upon the Proposer meeting the minimum insurance requirements stated in the Terms and Conditions attached hereto and incorporated herein as Exhibit A.

## **1.12 Invoicing & Payment**

Contractor invoicing and payment shall be in accordance with the Contract.

## **1.13 No Proposal Form**

To assist STA with future procurements, prospective Proposers choosing not to submit a Proposal are requested to complete and return the enclosed No Proposal Form.

## **1.14 Complete Service**

It is the intention of the Technical Requirements, RFP Documents and other documentation attached hereto or contained herein to furnish all information, specifications and detail necessary for the Contractor to deliver the Work. Any items omitted from the Technical Requirements or RFP Documents that are clearly necessary to perform and deliver the Work shall be considered a part of the Technical Requirements or RFP Documents, although not directly specified or called for. Proposers shall promptly bring any discrepancies, errors, omissions, inconsistencies or ambiguities to the attention of STA after examining the Technical Requirements and RFP Documents in order for STA to consider the issuance of an Amendment.

## **1.15 Equal Employment Opportunity**

STA is an Equal Employment Opportunity ("EEO") organization, which does not discriminate against any prospective Proposer on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity or presence of any sensory, mental or physical disability in the consideration of contract award. The Proposer awarded a Contract will be required to comply with all EEO federal, state and local laws and regulations.

## **1.16 Protest Procedures**

STA maintains a set of Proposer protest procedures. If any Proposer desires this information, it may be obtained by contacting STA in accordance with Section 1.3.

## **1.17 Reservations of STA**

STA reserves the right to reject any or all Proposals or a portion of a Proposal; to waive any informalities or irregularities in the Proposal submission process; to supplement, amend or otherwise modify this RFP;

to cancel this RFP with or without the substitution of another RFP; to extend the Proposal Due Date; to request additional information and data from any or all Proposers; to reissue the RFP; to negotiate further with those Proposers within the competitive range; to increase or decrease the Scope of Work; to negotiate changes in the Scope of Work prior to award of Contract; and to award a Contract based not necessarily upon the lowest proposed prices, but in the best overall interests of STA. Please note this RFP does not constitute an offer, but rather a request from qualified Proposers.

## **2.0 PROPOSAL FORMAT AND CONTENTS**

### **2.1 Proposal Format**

Proposals shall be submitted as a PDF, in accordance with Section 1.5, and shall be limited to 50 (fifty) pages, including all required attachments. All text shall be in the English language. Proposals shall not include any unnecessary, generic, or elaborate promotional material.

### **2.2 Changes/Alterations to Proposal**

Proposers may change or withdraw their Proposal at any time prior to the Proposal Due Date; however, no oral modifications will be allowed. Only letters or other formal written requests for modification or correction of a previously submitted Proposal that is addressed in the same manner as the Proposal, and received by STA prior to the Proposal Due Date, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided the written request is plainly marked "Modification of Proposal".

### **2.3 Proposal Structure**

Proposals shall be presented clearly and concisely, and shall reflect the Proposer's understanding of the RFP objectives and convey a sound technical approach and management plan to deliver the Work. Proposals shall convey the Proposer's capabilities and qualifications to competently and cost-effectively complete the Work in a timely manner.

Proposal presentation shall be construed as evidence of the Proposer's ability to develop and convey technical information in a clear and concise manner.

For ease of comparison and validation of completeness of Proposals, Proposers must adhere to the organizational structure and section headings outlined below. Proposals that deviate from this organizational structure or are missing key informational elements may be considered nonresponsive and excluded from further review and/or evaluation, in STA's sole discretion.

Proposals shall contain at a minimum the following information:

- Proposal Letter
- TAB A Introduction and Qualifications of the Proposer
- TAB B Organization and Staffing Plan
- TAB C Response to Questionnaire
- TAB D Compliance with Technical Requirements
- TAB E Proposal Response Form
- TAB F Price Proposal Form

#### **2.3.1 PROPOSAL LETTER**

Proposers shall provide a cover letter with introductory information, such as point of contact, address, email and phone number. This letter should be addressed to the contact specified in Section 1.3, reference the RFP by name and number, provide a concise summary of the Proposer's organization by firm and responsibility, identify the Proposer's project manager or lead representative and his/her relevant experience, and generally introduce STA to the capabilities of the Proposer. The cover letter shall not exceed two (2) pages in length.

**2.3.2 TAB A – INTRODUCTION AND QUALIFICATIONS OF THE PROPOSER**

Introduction. Provide an introduction of the Proposer, and/or an introduction of all partner firms, Subcontractors or subconsultants who may be involved in the Proposal.

- 1) Describe primary business experience of the Proposer, including length of time in business, ownership, the location of the corporate and satellite office(s), where performance of Work will occur, and other information Proposer might deem pertinent and introductory in nature.
- 2) State how long the Proposer’s organization been providing services to defined contribution plans

Type of Plan	Since
401(a) Plans	
403(b) Plans	
401(k) Plans	
457 Deferred Compensation Plan	
All Defined Contribution Plans	

- 3) a) Describe any legal issues, litigation, and/or subpoenas from regulators, in the past five years, the Proposer’s organization and/or local service representatives have been involved in resulting from current or past involvement with any defined contribution or pension plan.  
 b) Disclose and describe any citations, reprimands or penalties, by any regulatory agency within the past five years, against the Proposer or any of the Proposer’s service.
- 4) Disclose and describe whether there are any discussions or pending agreements to merge or sell any part of the Proposer’s organization or any discussions or pending agreements to buy any outside organizations.
- 5) Describe any affiliations with or endorsements from any public or private organizations, including whether or not it is a monetary relationship.

Qualifications of the Proposer.

- 1) Project Experience. Proposal shall identify a list of three plan transitions that have occurred in the last three years of plans of similar size and type to STA (the most recent transitions are preferable). List three 457 Plan clients that have terminated or elected not to renew your services in the last five years. Please include any situations where you elected not to renew an agreement or participate in the replacement solicitation. Include the contract start and end dates. The requirements above should provide evidence that the Proposer is qualified to successfully perform the Work. **Proposers may opt to provide additional supplemental information in this section as relevant to this RFP.**
- 2) References. From the qualified plans provided under the section above, the Proposer shall provide a minimum of five (5) references. For each reference, provide the agency name, address, contact person, telephone number and email address. STA reserves the right to contact references provided by the Proposer and solicit additional references to verify information and investigate past performance.
- 3) Financial Capacity. The Proposer shall provide information demonstrating that it has the necessary financial resources to satisfactorily complete the Work. Describe whether the Proposer has ever been petitioned into bankruptcy or insolvency. If yes, please explain and provide applicable date(s). The Proposal shall include copies of financial information in order of preference: (1) audited financial statements; (2) balance sheets; (3) tax returns; (4) bank references, or similar information. In the case where the Proposer is a subsidiary organization, the Proposer should provide the financial information

for its parent organization as well. Subsidiary statements can be provided to show the relationship to the parent. Electronic copies of financial statements are acceptable.

- 4) Required Attachments. The Proposer shall submit all required attachments as part of their Proposal.

### **2.3.3 TAB B –ORGANIZATION AND STAFFING PLAN**

Team Organization. Describe the Proposer’s staffing and organizational plan, including relationships, roles and distribution of responsibilities among Key Personnel, staff, Subcontractors and suppliers.

Qualifications of Key Personnel. Describe the direct qualifications, experience and training of Key Personnel. This discussion should explicitly cross-reference the involvement and specific roles of the Key Personnel in completed and ongoing projects described in the plans cited in Tab A, Project Experience.

Availability and Location of Key Personnel. Indicate the primary work location(s) and percentage time commitment of the Key Personnel for the Work.

### **2.3.4 TAB C – RESPONSE TO QUESTIONNAIRE**

### **2.3.5 TAB D – COMPLIANCE WITH TECHNICAL REQUIREMENTS**

Proposers shall describe any partial or non-conformance with the Technical Requirements. STA will not consider statements by the Proposer that any requirement or provision of this RFP is subject to negotiations or discussion.

### **2.3.6 TAB E – PROPOSAL RESPONSE FORM**

### **2.3.7 TAB F – PRICE PROPOSAL FORM**

Proposal pricing shall be presented using the Price Proposal Form. Each page of the Price Proposal Form shall be completed in full and signed by personnel of the Proposer authorized to contractually bind the Proposer. Proposers may provide additional supporting cost breakdown information as separate sheets; however in case of any discrepancies, information on the Price Proposal Form shall prevail. Travel expenses, where applicable, shall be identified as required for completion of the Work. All prices shall include all freight costs to STA and shall be FOB Destination.

### 3.0 PROPOSAL EVALUATION

An evaluation committee will privately evaluate all responsive Proposals based upon the evaluation criteria, and their respective weighted importance, specified in Section 3.1, Evaluation Criteria.

The criteria provided in Section 3.1 allows STA to analyze Proposals on an equal basis and affords all Proposers the opportunity to know the basis upon which their Proposals will be evaluated. Award of Contract will be made to the Proposer whose Proposal or Best and Final Offer (where applicable) is the most advantageous to STA, cost and other factors considered, after evaluation in accordance with the criteria set forth below. STA reserves the right to accept other than the lowest cost Proposal, reject any and all Proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of STA.

### 3.1 Evaluation Criteria

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Organization and Financial Strength	15
Participant Services	25
Investment Flexibility	10
Fees and Expenses	25
Plan Sponsor Services	15
Transition/Conversion	10
<b>TOTAL POSSIBLE</b>	<b>100 Points</b>

The following items will be taken into consideration by STA in each Evaluation Criteria:

#### REQUIRED PROPOSER QUALIFICATIONS

- Organization and Financial Strength – the Proposer should demonstrate, through its financial standing and experience as a service provider, its ability 1) to manage various plan types and sizes, 2) to be resilient and a good steward of participant funds as well as 3) having an organization capable of providing high quality support to the Plan Sponsor.
- Participant Services – this criterion seeks to assess the level of support and quality of services available to plan participants, through various methods of contact, educational materials and responsiveness to transaction and other requests.
- Investment Flexibility – the Proposer should demonstrate its ability to work with Plan Sponsor to periodically adjust investments offered as part of its plans, including moves between share classes, as well as provide a wide array of investment options suited to the needs of the participants as recommended by the Plan Sponsor’s investment advisor.
- Fees and Expenses – this evaluation will focus on the flexibility by the Proposer to tailor its fee structure to provide an equitable and economical approach for plan participants to cover the administrative and recordkeeping costs of the plan, balanced with features, transparency and access by participants and ease of navigation by Plan Sponsor.
- Plan Sponsor Services – this category will consider the Proposer’s commitment to the Plan Sponsor for reporting requirements, educational support, and timely processing of contributions and other requests.

- Transition/Conversion – this category will evaluate the Proposer’s plan to demonstrate an efficient and accurate transition from the current plan administrator and recordkeeper, ensuring minimal disruption to plan participants.

### **3.2 Single Proposal Response**

In the event a single responsive Proposal is received, a cost or price analysis may be performed to determine reasonableness of the Proposal. The Proposer shall cooperate in providing relevant information required by STA to complete such cost or price analysis.

### **3.3 Shortlisted Proposers**

STA reserves the right to determine a shortlist of Proposers in the competitive range in accordance with the evaluation criteria set forth above (“Shortlisted Proposers”).

### **3.4 Best and Final Offer**

After determination of the Shortlisted Proposers, STA shall determine whether acceptance of the most favorable initial Proposal(s) without Proposer discussion is appropriate, or whether discussions and/or negotiations should be conducted with one or more Shortlisted Proposers.

STA reserves the right to make minor related changes to the RFP during BAFO negotiations. All Shortlisted Proposers shall be notified of any changes in order to prepare their BAFO.

If STA elects to enter into discussions with one or more Proposers, the Proposer(s) may be requested to submit a BAFO at the conclusion of discussions and/or negotiations. Any changes to the Proposer’s initial Proposal, including any issues addressed in discussions, must be submitted in writing in a BAFO in order to be considered. Following an independent and final evaluation utilizing the evaluation criteria in Section 3.1, the evaluation committee will make a recommendation for award of Contract. Scores from the first phase of the evaluation have no bearing on the final BAFO evaluation, and the recommendation for award will be based solely on the scores from the BAFO evaluation.

PART II  
SCOPE OF WORK



## Retirement Plan Administrative and Recordkeeping Services

### Scope of Work

- A. Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration and recordkeeping. Employees will enroll online or through written form.
- B. Establishment of participant accounts for each employee participating in the Plan for whom Administrator and Recordkeeper receives appropriate enrollment instructions. Administrator and Recordkeeper is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- C. Timely deposit and allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- D. Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, fees charged, and amounts distributed as benefits.
- E. Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions, beneficiary designation instructions, and all other documents concerning each participant's account.
- F. Education of Plan participants on the features of the Plan through website, printed materials, phone lines and in-person visits.
- G. Provision of periodic reports to the Plan Sponsor through the Plan Administrator and Recordkeeper's website or in person meetings, including census information annually. Participants will have access to account information through, at a minimum, the participant website, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- H. Communication to participants of information regarding their rights and elections under the Plan.
- I. Processing of fund changes as instructed by Plan Sponsor and ensuing communication to Plan participants of such changes.
- J. The Administrator and Recordkeeper shall make available service representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Pacific Time, Monday through Friday (excluding holidays and days on which the securities markets or Administrator's offices are closed for business (including emergency closings)), to assist participants.
- K. The Administrator and Recordkeeper shall provide website access to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website should be available 24 hours a day, seven days a week, except during scheduled maintenance periods designed to ensure high quality performance.
- L. Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- M. Making available access to the Administrator and Recordkeeper's website to allow Employer to access certain Plan information and initiate Plan transactions such as enrolling participants and managing contributions at any time.

- N. Timely distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via written form.
- O. Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, Administrator and Recordkeeper will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- P. Loans may be made available on the terms specified in the Plan if loans are adopted by the Employer. Participants should be able to request loans through the participant website.
- Q. “Fund Advice” should be made available through a third-party vendor.
- R. Administrator and Recordkeeper may determine appropriate delivery method (electronic and/or print) for Plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).
- S. On-site service hours with a Certified Financial Planner for 12 hours or 1.5 days per quarter for a total of 48 hours per year.

# PART III

## ATTACHMENTS



A - Proposal  
Response Form 031(A



B - Request for  
Approved Equals 03



C - No Proposal  
Form 031023.pdf



D - Price Proposal  
Form.pdf



E -  
Questionnaire.pdf

PART IV  
EXHIBITS

EXHIBIT A  
TERMS & CONDITIONS

1. PAYMENT

- A. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA or any other party, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work performed by Contractor, or any portion thereof, and shall in no way lessen the liability of the Contractor to re-perform Work which does not conform to the Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
- B. Prompt Payment of Subcontractors. The Contractor is required to make payment to subcontractors within thirty (30) days from the receipt of each payment the Contractor receives from STA or any other party for satisfactorily completed subcontractors' work, whether such payment is a progress or final payment. If payment disputes arise between the Contractor and its subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subcontractors. The Contractor shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Contractor will not be paid for subcontractors' work unless the Contractor can show that a prompt payment method for its subcontractors is in place. The Contractor shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subcontractor for non-compliance with this section.

2. NOTICES

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by email, addressed to the Parties' representatives set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly received (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid, return receipt requested; or (3) upon confirmation of a read receipt when transmitted by email.

Contractor	Spokane Transit Authority
Contact Title Company Add 1 City, ST ZIP E: email	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: <a href="mailto:contracts@spokanetransit.com">contracts@spokanetransit.com</a>

3. COMMUNICATIONS

Any administrative or operational communications required by the Parties shall be directed to the Parties' representatives below:

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Contractor	Spokane Transit Authority
Contact Title Company Add 1 City, ST ZIP E: email P: (509) XXX-XXXX	Monique Liard Chief Financial Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: <a href="mailto:mliard@spokanetransit.com">mliard@spokanetransit.com</a> P: (509) 325-6085

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties’ representatives set forth above, or as may be revised by written notice in accordance with Section 2 of these T&C.

4. INSURANCE

A. Minimum Scope of Insurance. For the duration of the Contract, Contractor shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Contractor's work, including the delivery of Work, and the work of the Contractor’s agents, representatives, employees, subcontractors or subconsultants as required herein:

- 1) General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, per project or location (ISO CG 25 03 or 25 04). Coverage shall include, but is not limited to, bodily injury, personal injury, advertising injury, blanket contractual liability, products and completed operations, and property damage.
- 2) Automobile Liability. Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office form CA 00 01, including coverage for any owned, hired, non-owned or rented automobile with minimum limits of \$1,000,000 combined single limit, each accident, for bodily injury and property damage.
- 3) Professional Liability. Commercial Professional Liability insurance with minimum limits of \$2,000,000 per claim and \$4,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of the Contract. Coverage shall be maintained, or the policy shall include an “extended reporting period”, for a minimum of three (3) years following expiration of the Contract.
- 4) Umbrella Liability. Commercial Umbrella Liability insurance with coverage at least as broad as the primary coverages set forth above, excluding Professional Liability, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such policy shall include the following terms & conditions:

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- a) A drop-down feature requiring the policy to respond if any primary insurance that would have otherwise applied proves to be uncollectible in whole or in part for any reason;
  - b) Pay on behalf of wording as opposed to reimbursement;
  - c) Concurrency of effective dates with primary policies;
  - d) Policies shall “follow form” to the underlying primary policies; and
  - e) Insureds under primary policies shall also be insureds under the Umbrella policy with no additional restrictions.
- 5) Worker’s Compensation. Statutory requirements for Contractor’s state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
- 6) Cyber Liability. Commercial Cyber Liability insurance with minimum limits of \$2,000,000 per claim or occurrence and \$4,000,000 in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including, but not limited to, identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, disclosure of non-public, personal or confidential information, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Any policy inception date, continuity date or retroactive date must be before the effective date of the Contract.
- 7) Electronic Data Liability. For Contractor-hosted services, commercial Electronic Data Liability insurance with minimum limits of \$4,000,000 per claim or occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor and shall include, but not be limited to, claims arising out of the loss, loss of use, damage to, corruption of, inability to access, or inability to manipulate data.
- B. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
- C. Additional Insured. Contractor’s General Liability and Automobile Liability policies shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees, agents and representatives as additional insureds under such policies.
- D. Deductible. Contractor is responsible for the payment of any deductible or approved self-insured retention that is required by any of Contractor’s insurance. If STA is required to contribute to the deductible under any of Contractor’s insurance policies, the Contractor shall reimburse STA the full amount of STA’s contribution to the deductible. Contractor’s deductible for each insurance policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.

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- E. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of the Contract. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
- F. Primary & Noncontributory. It is the intent of the Contract for the Contractor's insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA's own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
- G. Waiver of Subrogation. All insurance coverages maintained or procured pursuant to the Contract shall be endorsed to waive subrogation against STA, its elected and appointed officials, officers, directors, employees, agents, representatives and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against STA and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- H. Verification of Coverage. Within five (5) business days of execution of the Contract, or prior to commencement of any Work, whichever occurs earlier, the Contractor shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of the Contract exceed the term of any of Contractor's policies, the Contractor shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies' expiration. STA reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- I. Notice of Cancellation. The Contractor must provide written notification to STA for any cancellation, suspension or material change in Contractor's coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
- J. Subcontractor Coverage. The Contractor shall ensure and require its subconsultants of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
- K. Limit of Liability. STA's specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Contractor. Coverages and amounts are the minimum to be provided and are not limitations of liability under the Contract, indemnification or applicable law provisions. The Contractor may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
- L. Damages. If STA is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify STA in accordance with this Section 4, the Contractor shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
- M. Right of Enforcement. In the event any policy of insurance required under the Contract does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the



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duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly reimbursed by Contractor, or STA shall withhold amounts sufficient to pay premium from Contractor payments.

N. Submittals. Any communication, submittal or notice required in this Section shall be submitted to [coi@spokanetransit.com](mailto:coi@spokanetransit.com).

5. INDEMNIFICATION

To the maximum extent provided by law, the Contractor shall indemnify and hold STA, its officers, directors, employees, agents, representatives and volunteers harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of the Contractor, its officers, directors, employees, agents and representatives in its performance under the Contract, except for claims caused by the sole negligence of STA. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors or omissions, the Contractor shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Contractor, and all judgments that may be obtained against STA, or any of its officers, directors, employees, agents and representatives in such suits.

To the maximum extent provided by law, STA shall defend, indemnify and hold the Contractor, its officers, directors, employees, agents and representatives harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of STA, its officers, directors, employees, agents and representatives in its performance under the Contract, except for claims caused by the sole negligence of the Contractor.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

STA's inspection or acceptance of the Contractor's services shall not be grounds to void any of these covenants of indemnification. STA is authorized to withhold or offset any fees owing the Contractor as a result of this indemnification.

6. INDEPENDENT CAPACITY

A. The Contractor is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of STA, nor shall the Contractor be eligible for any employee benefits. During the course of the Contract, the Contractor shall be responsible and exercise full control over the method, manner and means of performing the Scope of Work.

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- B. Employees. The employees or agents of each Party to the Contract will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.
- C. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that the Contract does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

7. PRECEDENCE

Any conflict or inconsistency in the Contract shall be resolved by giving the Contract documents precedence in the following order:

- A. Contract Amendments in descending order;
- B. Executed Contract, Attachments and Exhibits;
- C. Scope of Work;
- D. Specifications;
- E. Executed Contractor Proposal;
- F. RFP documents & attachments/exhibits excluding Instructions to Proposers;
- G. Instructions to Proposers.

8. DISPUTE RESOLUTION

Disputes arising in the performance of the Contract which are not resolved by agreement of the Parties shall be decided in writing by STA's Contract Compliance Specialist II, or their designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer of STA. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract while matters in dispute are being resolved. The final decision of STA's Chief Executive Officer shall be binding upon STA's Contract Compliance Specialist II, or their designee and the Contractor, and the Parties shall abide by the decision.

9. TERMINATION

- B. Convenience. STA may terminate the Contract, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination ("NOT") in accordance with Section 2 of the Contract, setting forth the effective date of termination. Contractor shall be paid its costs, in accordance with the terms of the Contract, through the effective date of termination. If Contractor has any property in its possession belonging to STA, Contractor will account for the same and return it to STA or dispose of it in the manner STA directs.

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- C. Default, Breach or Cause. Any Party may terminate the Contract for default, breach or cause in the event a Party fails to perform a material obligation under, or fails to comply with any provision of, the Contract. Termination shall be effected by serving a NOT in accordance with Section 2 of the Contract, setting forth the manner in which the Party is in default or breach and the effective date of termination. Termination shall not take effect if the default or breach has been cured within ten (10) calendar days after the date of NOT. STA reserves the right to permit Contractor to establish a new performance or delivery schedule and allow Contractor to continue Work, or revise such termination as a termination for convenience.
- D. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the Contract unless stated to be such by written instrument signed by the parties hereto.

10. FORCE MAJEURE

In the event that any Party's obligations under the Contract are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of the Contract, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under the Contract, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under the Contract. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

11. CIVIL RIGHTS

- E. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- F. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the Contract:
- 1) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit law at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment

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opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR, Parts 60 *et seq.*, (which implement Executive Order No.11246, *Equal Employment Opportunity*, as amended by Executive Order No. 13672. *Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity* 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623, and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 4) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. QUALIFIED TO DO BUSINESS

Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

13. COMPLIANCE WITH LAWS

Each Party to the Contract shall comply with all applicable federal, state and local laws and regulations.

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14. GOVERNING LAW & VENUE

The Contract shall be governed by and construed according to the laws of the State of Washington. Nothing in the Contract shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning the Contract must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

15. INTERPRETATION

As a further condition of the Contract, STA and the Contractor acknowledge that the Contract shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Contract, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

16. ENTIRE AGREEMENT

The Contract and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

17. MODIFICATION

The Contract may be amended or modified only by written instrument signed by the Parties hereto.

18. SEVERABILITY

Should any provision of the Contract be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

19. SUCCESSORS & ASSIGNS

The Contract shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under the Contract without prior written approval from the other Party.

20. ANTI-KICKBACK

No officer, director, employee, agent or representative of STA, having the power or duty to perform an official act or action related to the Contract, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

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21. CONFLICT OF INTEREST

No officer, director, employee, agent or representative of STA shall participate in selection or in the award or administration of an agreement or contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise under the following circumstances, or as otherwise defined by law:

- G. the officer, director, employee, agent or representative;
- H. any member of his/her immediate family;
- I. his or her partner; or
- J. an organization which employs, or is about to employ, any officer, director, employee, agent or representative of STA

has a financial or other interest in the firm selected for award.

22. EMPLOYEE SOLICITATION

Contractor, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Contractor's business during the Contract and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Contractor if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Contractor or any of Contractor's affiliates, subsidiaries or connected business. This Section shall survive the termination of the Contract. The Contract is not restricted to any geographical area.

Contractor recognizes and acknowledges that STA's employees may receive training and other benefits from its contractual relationship with STA because of STA's assignment of employees to work in connection with Contractor's Agreement. Contractor agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

23. TRADEMARKS AND LOGOS

The Parties to the Contract are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

24. RIGHTS IN DATA AND COPYRIGHTS/PATENTS

- A. The Contractor, without exception, shall indemnify and save harmless STA, its officers, directors, employees, agents and representatives from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of Work under the Contract, including its use by STA.

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- B. If the Contractor uses any design, device or materials covered by letters, patents or copyright, it is mutually agreed and understood without exception that Contractor compensation shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the Work.
- C. If an infringement claim is made, Contractor will immediately and at its sole expense: (a) procure for STA the right to continue use and sale of the Work; or (b) replace the Work with a version of the Work that is non-infringing. If Contractor is unable to take either of the actions set forth in the preceding sentence, Contractor will promptly refund to STA or plan participants, as applicable, all compensation earned by Contractor under the Contract; provided payment of such refund shall not act to relieve Contractor of any other obligations under the Contract.
- D. Contractor warrants that:
  - 1) Contractor has the full and exclusive right and power to enter into and perform according to the terms of the Contract;
  - 2) Any software provided under the terms of the Contract will meet the specifications listed in the SOW and the RFP from which the Contract is derived, including all amendments thereto, will be complete and accurate, and will comply with all applicable laws and regulations;
  - 3) The Work provided by Contractor does not and will not infringe any copyright, patent, trade secret, trademark or other proprietary right held by any third party; and
  - 4) Contractor will not, without the express prior written permission of STA, incorporate into its Work any third-party product, software or other materials for which the intellectual property rights are not owned or licensed by Contractor.

25. PUBLIC RECORDS ACT

The Contractor understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the “Public Records Act”, RCW 42.56 *et seq.*

Contractor understands and agrees that the records it obtains or produces under the Contract may be public records under the Public Records Act, or its successor act. The Contractor shall cooperate in a timely manner with STA in responding to a public records request (“PRR”) related to the Contract or the services provided under the Contract. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to STA. Contractor shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate STA’s application of allowable Public Records Act exemptions. Contractor shall not charge STA for the time spent gathering and producing records pursuant to a PRR.

26. AUDIT/RECORDS

The Contractor shall maintain for a minimum of six (6) years following expiration of the Contract or final payment, whichever occurs later, all records related to its performance of the Contract, unless otherwise required by law. STA may audit any Contractor record related to the Contract for any reason and the Contractor shall provide copies of and/or access to, at reasonable times, any such record upon request by STA. The Contractor shall provide access to authorized representatives of the Washington State Auditor’s Office at reasonable times and in a reasonable manner to inspect and copy any such

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record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to the Contract to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 24 of the Contract, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

27. COUNTERPARTS

The Contract may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

28. ELECTRONIC SIGNATURES

The Parties agree a signed copy of the Contract or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of the Contract or such other ancillary agreement for all purposes.