



# Spokane Transit

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

## REQUEST FOR PROPOSALS

**2024-10963**

**GENERAL COUNSEL LEGAL SERVICES**

**ISSUE DATE: Friday, June 7, 2024**

**PROPOSAL DUE DATE: Friday, July 5, 2024**  
**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 (STA), located at 1230 West Boone Avenue, Spokane, Washington, is requesting Proposals from qualified Proposers to provide STA with General Counsel Legal Services over a five (5) year period, effective October 1, 2024.

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 Request for Proposals. 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.

**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.

**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.

**Federal Assistance** means funding received from the FTA applied to the Work or the project.

**FTA** means Federal Transit Administration.

**Non-responsive Proposal** is any Proposal which (1) fails to conform in any respect to the material requirements of the RFP; (2) imposes conditions which would modify requirements of the RFP; or (3) limits a Proposer's liability to the Spokane Transit Authority to give the Proposer an advantage over other Proposers, as determined by the Spokane Transit Authority.

**No Proposal Form:** Attachment C.

**Price Proposal Form:** Attachment D.

**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 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 non-responsive and returned to the Proposer.

**RCW** means Revised Code of Washington.

**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.

**Sample Agreement** means the sample agreement attached hereto and incorporated herein as Exhibit A.

**STA** means the Spokane Transit Authority.

**Subcontractor** is an individual or entity who submits a proposal to a Proposer for materials and/or labor for a portion of the Work.

**Technical Requirements** collectively refers to all drawings, specifications, and the scope of work attached hereto.

**UBI** means Unified Business Identifier.

**Unit Price** is an amount stated in the Price Proposal as a price per unit of measurement or materials or services as described in the RFP Documents.

**WAC** means Washington Administrative Code.

**Work** means the scope of goods and services to be provided by the Contractor under a Contract resulting from this RFP.

### **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 award of Contract, all communications, questions and inquiries concerning this RFP shall be addressed to:

Jordan Hayes-Horton  
Senior Procurement Manager  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, WA 99201  
Phone: (509) 325-6032  
E-mail: [jhorton@spokanetransit.com](mailto:jhorton@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 Pre-Proposal Conference

A pre-proposal conference will be held via Microsoft Teams on **Friday, June 14, 2024, beginning at 1:00 PM Pacific Time**. To participate:

Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click Here to Join the Meeting](#)  
Meeting ID: 250 498 925 784  
Passcode: bh5E2K  
or  
Dial in by Phone  
1-509-824-1714  
ID: 143 671 880#  
[Download Teams](#) | [Join on the web](#)  
[Learn More](#) | [Meeting options](#)

Clarification about the RFP's intent and any questions about the RFP may be addressed during this conference. Questions may be submitted in advance 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 will be accepted until **4:00 PM, Pacific Time, Friday, July 5, 2024**, in accordance with the specifications and conditions stated in the RFP. Proposals must be submitted via Dropbox at the following link:

<https://www.dropbox.com/request/IvXAr7vkS7jL7pRHOMQH>

All Proposals shall be effective for a minimum of 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 non-responsive 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 of a Proposal with original signatures, in its sole discretion.

Proposals must be labeled with the name and number of the solicitation:

*RFP 2024-10963 General Counsel Legal Services*

Except as otherwise provided for herein, submittals 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 non-responsive.

## 1.6 Procurement Schedule and Deadlines

Below is the proposed procurement timeline for this RFP. Unexpected 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
June 7, 2024	RFP Advertised and Issued
June 14, 2024, 1:00 PM Pacific Time	Pre-Proposal Conference
June 21, 2024, 4:00 PM Pacific Time	Deadline to Submit Questions, Requests for Approved Equals, Clarifications or Changes (Including Red Lines to Sample Agreement in Independent Word Document)
July 5, 2024, 4:00 PM Pacific Time	Proposal Due Date
July 8, 2024 – July 26, 2024	Evaluation of Proposals
July 29, 2024 – August 2, 2024	Interviews with Proposers
October 1, 2024	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 Washington State Business License issued by the Washington State Department of Revenue.
- B. Active license to practice law in Washington State.

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.

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, specifications, Technical Requirements, or RFP Documents shall be submitted on the Request for Approved Equals Form. Requests

for changes to the Sample Agreement shall only be submitted as redlines in Word format using the Track Changes tool. STA will provide a copy of the Sample Agreement with Track Changes enabled for such requirement. Please note the Federal Terms & Conditions, if attached to the Sample Agreement, are NOT negotiable and modifications thereto will not be considered. 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, specifications, Technical Requirements, RFP Documents, or Sample Agreement 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, specifications, Technical Requirements, Sample Agreement, 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 and written Amendment(s) will be posted on STA's Website: <https://www.spokanetransit.com/bidding-opportunities/>. Proposers shall acknowledge their receipt of all Amendment(s) in Section 1.B of the Proposal Response Form.

## **1.10 Contract**

STA's Sample Agreement will be executed with the successful Proposer. It is unnecessary for Proposers to sign and return the Sample Agreement with their Proposal; however **Proposers should review the terms & conditions therein and submit any proposed language changes in accordance with Section 1.8 of this RFP.**

Upon receipt of a mutually-negotiated and approved Contract, the Contractor shall have ten (10) Days to execute such Contract and return to STA, inclusive of all requisite documentation and/or certifications. If the Contractor fails to execute the Contract, furnish bonds (where applicable), 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**

Requirements as stated in the Sample Agreement shall be met by the Proposer.

## **1.12 Invoicing & Payment**

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

## **1.13 Proposer Certifications**

STA is required to obtain certain Proposer Certifications in its solicitations. The Proposer Certifications must be completed in full, properly executed by the Proposer, and returned with the Proposal on or before the Proposal Due Date. A Proposal that does not include the properly completed and executed Proposer Certifications may be considered nonresponsive and removed from further consideration, in the sole discretion of STA. Following award of Contract, the successful Proposer must obtain signed Proposer Certifications from each Subcontractor, of any tier, providing services in accordance with the Proposer's Proposal and provide these certifications to STA prior to execution of the Contract.



## **1.14 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.

## **1.15 Complete System**

It is the intention of the scope of work, drawings, specifications, 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 that are clearly necessary to perform and deliver the Work shall be considered a part of such specifications, although not directly specified or called for in the specifications. Proposers shall promptly bring any discrepancies, errors, omissions, inconsistencies or ambiguities to the attention of STA after examining the RFP Documents in order for STA to consider the issuance of an Amendment.

## **1.16 Option to Supply Materials, Equipment and Licenses**

STA may, at its option, supply hardware, software, licenses, warranties, infrastructure or materials outside of this RFP in accordance with design specifications provided by the Contractor. In the event that STA supplies any such items, they shall be delivered in working order and in a timely fashion to the Contractor at a location and date to be determined in advance and agreed in writing. Contractor shall not be reimbursed for the cost of items procured by STA outside of the Contract. In the event Contractor is required to utilize items provided by STA, Contractor shall have no responsibility for compliance with design specifications, warranty or delays arising out of or related to STA-provided materials.

## **1.17 Other Contractors Advisory**

The Contractor is advised that coordination is required through STA with other contractors supplying or conducting work on related projects. The Contractor is also advised that there may be other contractors working on-site at STA projects or properties. Contractor shall reasonably coordinate Work with other contractors working in the vicinity.

## **1.18 Inspectors**

STA may employ inspectors, who shall be representatives of STA. They shall have free access to the facilities, plans, design, QA records, fabrication, assembly and testing of the Work at all times, wherever in progress at the Contractor's, Subcontractors' or STA facilities. Inspectors are employed solely for STA's benefit and are not intended as a source of advice for the Contractor, its employees, Subcontractors or suppliers. The Contractor shall provide any reasonable facilities that the inspectors may require for the performance of their duties. The inspectors shall observe and may inspect the Work, and shall report their observations to STA. Except as expressly authorized by STA in writing, the inspectors shall have no authority to accept, reject or approve the Work, to stop the Work, to authorize any changes in the Work, or to direct any extra Work. Any inspector employed or contracted by STA requiring access to Contractor's proprietary intellectual property may be required to execute a non-disclosure agreement with the Contractor prior to disclosure of such intellectual property. Such non-disclosure agreement shall be of form approved by STA prior to execution by inspector(s). STA shall be solely responsible for inspectors and Contractor shall have no responsibility for any actions or inactions of inspectors. STA shall be fully liable for any damage or injury to Contractor's materials, employees or Subcontractors.

## **1.19 Equal Employment Opportunity**

STA is an Equal Employment Opportunity (EEO) organization, which does not discriminate against any prospective supplier 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 successful Proposer will be required to comply with all EEO federal, state and local laws and regulations.

## **1.20 Project Records and Cost Pricing Data**

Comprehensive records and documentation relating to this RFP shall be kept by the Contractor. The records shall include, but are not limited to, Contract Documents, plans, drawings, specifications, addenda, shop drawings and submittals, change orders, Amendments, modifications, manufacturer recall notices, field test results and records, and as-built drawings and records.

The Contractor shall keep and maintain reasonably complete and reliably detailed records of costs incurred in performing the contract in accordance with applicable Federal Transit Administration requirements.

## **1.21 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.

## **1.22 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 date for submission of responses; 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 services and fees prior to contract award; 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. All text shall be in 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 modifications or corrections 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 meet the requirements. 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 information elements may be considered non-responsive.

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 Management Plan
- Tab D Proposal Response Form
- Tab E 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 and his/her relevant experience, and generally introduce STA to the capabilities of the Proposer. The 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), and other information Proposer might deem pertinent and introductory in nature.
- 2) State whether the Proposer has any pending litigation, and whether the Proposer has had any litigation in the last five (5) years, including the outcome of such litigation.

Qualifications of the Proposer. The Proposer shall describe its history, specialized experience and technical competence which are similar in nature, scope and complexity to that required by this RFP. The roles and responsibilities of each member of the Proposer's team, including any Subcontractors, shall also be described.

- 1) Experience. The Proposer shall provide a list of similar contracted experience that has been completed within the previous five (5) years. Similar contracted experience should demonstrate Proposer's experience with agencies similar in size and type to STA. **Proposers may opt to provide additional supplemental information in this section as relevant to this RFP.**
- 2) References. From the experience above, the Proposer shall provide a minimum of five (5) references that are similar in scope and scale to this RFP. 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 to investigate past performance.
- 3) Financial Capacity. The Proposer shall provide information demonstrating that it has the necessary financial resources to satisfactorily complete the Work. The Proposal shall include copies of one of the

following forms 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 applicable attachments as part of their Proposal.

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

Key Personnel. At a minimum, Proposers shall clearly identify and describe the qualifications of the “Key Personnel” it will assign to a contract awarded from this RFP, including primary general counsel, as well as secondary or backup counsel. Also, include years of industry experience and years with the Proposer. Note that the Proposer may not substitute Key Personnel at any time without prior written consent by STA.

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 should include experience with Federal Transit Administration regulations and a description of related municipal legal counsel experience. This discussion should explicitly cross-reference the involvement and specific roles of the Key Personnel in the similar experience described in the engagements cited in Tab A.

Organizational Chart. Include an organizational chart that shows the project team, including the Key Personnel and how the Work will be staffed.

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

Resumes. Resumes shall be submitted for Key Personnel. Resumes must be complete and concise, including, at a minimum, education, training, degrees and certificates earned. Resumes should indicate experience directly relevant to the work to be performed under this RFP. Resumes shall be limited to two (2) pages per individual.

### **2.3.4 TAB C – MANAGEMENT PLAN**

Management Plan. Discuss the Proposer’s proposed management approach to ensure adequate technical and administrative oversight over the Work and to manage the schedule and budget. Include approach to coordination with, and any expectations of, STA.

Concurrent Contracts. Provide a list of present and anticipated future contracts which may run concurrent with the Work.

### **2.3.5 TAB D – PROPOSAL RESPONSE FORM**

### **2.3.6 TAB E – 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

EVALUATION CRITERIA	POINTS
Qualifications and Experience of Key Personnel	30
Qualifications and Experience of Firm	15
Availability of Key Personnel	25
References	10
Price Proposal	20
<b>TOTAL POSSIBLE</b>	<b>100 Points</b>

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

#### Qualifications and Experience of Key Personnel

- Must be licensed to practice law in the State of Washington.
- Has significant knowledge of local, state, and federal laws and regulations.
- Demonstrates qualifications, knowledge, and experience regarding Municipal corporations and Public Transportation Benefit Areas (PTBA) under RCW 36.57A.
- Demonstrates substantial knowledge of:
  - Federal Transit Administration and State of Washington regulations and guidance, specifically as they relate to:
    - Procurement and contracting requirements
    - Grants
    - Real Estate
  - Americans with Disabilities Act
  - Washington Law Against Discrimination and First Amendment issues pertaining to a public transportation service provider.

#### Qualifications and Experience of Firm

- Provides representative examples of past and present experience and success in the field of municipal law and/or applicable transit experience.
- Demonstrates a thorough understanding of and experience with local government processes and requirements, preferably as they apply to a public transportation agency.

- Has the financial resources to satisfactorily complete the work.

Availability of Key Personnel

- Minimum availability required is estimated between fifty and seventy hours each month
- Board/Committee meeting attendance is estimated at an additional sixty-six hours annually

References

- Offer a minimum of five references from similar or ongoing work, providing agency names, contact information, and descriptions of the engagements.
- References reflect positive feedback on responsiveness, reliability, and knowledge.

Price Proposal Score Calculation

The Base Price is comprised of rates proposed in the Price Proposal.

Proposals deemed non-responsive from the technical evaluation shall not proceed into the price scoring. In determining the Competitive Range, the Base Price score shall be calculated using the following formula:

$$\text{Base Price Score} = \frac{\text{Lowest Proposed Base Price}}{\text{Proposed Base Price}} \times 20 \text{ Points}$$

BAFO Price – Twenty (20) Points: In the BAFO round, if required, the Price Proposal shall be determined for the remaining Proposers using the same formula as above.

**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 all 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 and points set forth above (“Shortlisted Proposers”).

**3.4 Oral Presentation and Demonstration**

Shortlisted Proposers may be asked to make an oral presentation and demonstration of their product(s) or services during the Proposal evaluation process. Such presentations and/or demonstrations will be conducted at STA’s administrative offices located at 1230 West Boone Avenue in Spokane, WA, or at an alternate location designated by STA. Proposers are responsible for all travel expenses incurred. STA reserves the right to award a Contract without Proposer presentations.

**3.5 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 described above, the evaluation committee will make a recommendation for award. 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.

*End of Part I: Instructions to Proposers*

# PART II

## SCOPE OF WORK



## **GENERAL COUNSEL LEGAL SERVICES SCOPE OF WORK**

### **1. DESCRIPTION**

Act as general legal counsel to the STA Board of Directors and the CEO or his/her designees. Legal counsel will provide advice and interpretation of municipal corporation laws and federal and state laws as well as local statutes and ordinances.

### **2. TYPICAL DUTIES**

- A. Provide general legal advice.
- B. Review and approve monthly Board and committee agendas and action/information items to be considered by the STA Board of Directors.
- C. Attend monthly meetings of the STA Board of Directors and committees (as requested), work sessions and meetings with the Board and/or STA staff as required.
- D. Maintain knowledge of applicable laws and regulations, current case law and relevant issues affecting STA. Communicate such laws, regulations and issues and the potential impacts of each to STA.
- E. Proactively identify potential legal issues that could impact STA.
- F. Maintain knowledge of Federal Transit Administration (FTA) regulations and rulemaking that impact STA.
- G. Respond to inquiries from authorized STA administrative staff within four hours of initial contact with firm.
- H. At STA's request, train STA staff and/or the Board on legal issues that may impact STA.
- I. Review, consult, edit and provide guidance on procurement solicitations and contracts as needed.
- J. Assist STA in federal and state grant application compliance as needed.
- K. Represent, coordinate and/or support, as required, litigation/defense counsel.
- L. Report to and receive assignments from the Board, the Chief Executive Officer or his/her designated representatives. Legal counsel also is authorized to respond to inquiries from individual members of the STA Board of Directors related to STA's existing governance and policies and procedures, or for other matters authorized by the Board.
- M. Ensure STA compliance with State of Washington Open Public Meetings Act and the Public Records Act and provide training and guidance when/where applicable.
- N. Any other matters that may arise from time to time in the scope of STA's operations.

*End of Part II: Scope of Work*

# PART III ATTACHMENTS

ATTACHMENT A  
PROPOSAL RESPONSE FORM

Proposer Name: \_\_\_\_\_

The Proposal shall constitute an offer to STA as outlined herein and in the Price Proposal Form. No Proposer may withdraw its Proposal following the Proposal Due Date, except as allowed by the RFP.

1. EXAMINATION OF DOCUMENTS & CONDITIONS

A. Having carefully examined all RFP Documents and local conditions affecting the Work as determined by the Proposer's own examination, the undersigned proposes to perform all Work in accordance with the RFP Documents for compensation to be computed from prices submitted on the Price Proposal Form.

B. Receipt of the following Amendment is hereby acknowledged:

Amendment No. \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment No. \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment No. \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment No. \_\_\_\_\_ Amendment Date: \_\_\_\_\_

Amendment No. \_\_\_\_\_ Amendment Date: \_\_\_\_\_

2. VALIDITY OF PROPOSAL

The undersigned affirms its Proposal and pricing on the Price Proposal Form is valid for not less than ninety (90) Days from the Proposal Due Date or the Best and Final Offer Date, whichever is later.

3. INSURANCE

The undersigned certifies it shall meet all insurance requirements as stated in the Sample Agreement upon execution of a Contract.

4. PUBLIC RECORDS ACT

By submitting a Proposal, the undersigned acknowledges STA is subject to RCW 42.56, the "Public Records Act". The Proposer understands and agrees any record it obtains or produces under this RFP may be a public record under the Public Records Act, or its successor act. The Proposer certifies it shall fully cooperate in a timely manner with STA in responding to a public records request related to its Proposal.

All Proposals received shall be deemed public records as defined in the Public Records Act and must be released by STA upon receipt of a request for disclosure unless an exemption clearly applies. Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of state and/or federal law shall be identified on a separate page of the Proposal, providing an explanation of the statutory basis asserted for exempting the information from disclosure. Each page, image, diagram or text claimed to be exempt from disclosure must be clearly identified by the words "Exempt from Disclosure" printed on it. **Marking the entire submittal Confidential or Exempt from Disclosure will not be honored.** STA will review any marked materials for disclosure if a request is submitted and assumes no liability for disclosure of proprietary material submitted by Proposers. Each Proposer will be responsible for protecting any disclosure of its Proposal under applicable law.

ATTACHMENT A  
PROPOSAL RESPONSE FORM

5. EQUAL EMPLOYMENT OPPORTUNITY

With the submission of a Proposal, the undersigned certifies the Proposer complies with all federal, state and local Equal Employment Opportunity laws, rules and regulations.

6. CONTINGENT FEES

The undersigned certifies the Proposer has not paid or agreed to pay any fee or commission, or offer any other thing of value, contingent upon the award of this RFP, to any employee, official or current consultant of STA. The undersigned certifies the financial information in its Proposal has been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any other response or Proposer.

7. ANTI-KICKBACK

The undersigned certifies no officer or employee of STA, having the power or duty to perform an official act or action related to this Proposal, has been or will be solicited or granted a present or future gift, favor, service or other thing of value from or to the Proposer.

8. FEDERAL DEBARMENT

The undersigned represents that the Proposer and all entities with any controlling interest herein are not currently, and have not previously been, on any debarred bidders list maintained by the United States Government.

9. UBI CERTIFICATION

The undersigned certifies that no final determination of violation of RCW 50.12.070(1)(b) or 82.32.070(2) has been made by the Washington State Department of Employment Security, Department of Labor and Industries, or Department of Revenue, respectively dated within two (2) years of the Proposal Due Date. The undersigned understands further that no Proposal may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above reference statutes within two (2) years from the date that a violation is finally determined and the Proposal Due Date.

10. AWARD OF CONTRACT

If written notice of acceptance of all or part of the Proposal is mailed, sent electronically or delivered to the Proposer within ninety (90) Days after the Proposal Due Date, or the Best and Final Offer date, whichever is later, the Proposer will, within **five (5) Days** after date of such notice, execute and deliver the Contract to STA as specified and furnish all requisite documentation including, but not limited to, Certificates of Insurance, Payment and Performance Bonds, and Subcontractor Proposer Certifications, as required.

ATTACHMENT A  
PROPOSAL RESPONSE FORM

11. PROPOSAL SUBMITTAL CHECKLIST

This checklist ***must be completed in its entirety, signed and included*** with the Proposal. By executing below, the Proposer attests all referenced forms are accurate, complete and fully executed. Failure by the Proposer to properly complete, sign and include this checklist with its Proposal shall render the Proposal non-responsive and shall be grounds for rejection of the Proposal.

A. All RFPs

- Proposal Response Form (this document)
- Price Proposal Form
- IRS Form W-9

**Not Required** B. RFPs subject to Federal Assistance (complete only if the Instructions to Proposers states the RFP is subject to Federal Assistance)

- Disadvantaged Business Enterprise Participation
- Suspension & Debarment Certificate
- Federal Cargo Certification
- Buy America Certificate (required for solicitations valued at \$150,000 or more)
- Lobbying Certificate (required for solicitations valued at \$100,000 or more)

**Not Required** C. RFPs subject to Prevailing Wages (complete only if the Instructions to Proposers states the RFP is subject to Prevailing Wages)

- Certificate of Wage Compliance

**Not Required** D. RFPs subject to Public Works (complete only if the Instructions to Proposers states the RFP is subject to Public Works)

- Public Works Responsibility Criteria

ATTACHMENT A  
PROPOSAL RESPONSE FORM

12. PROPOSER ADMINISTRATIVE INFORMATION

Entity Name: \_\_\_\_\_  
(as registered with the State of Washington)

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Website: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Washington UBI No.: \_\_\_\_\_ Federal Tax Id No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

**Not Required** *Complete for Public Works projects:*

Washington Contractor Registration No.: \_\_\_\_\_

Washington Industrial Insurance Account No.: \_\_\_\_\_

• Contact for Contract Administration:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

• Contact for Legal Communications:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

• Individuals Authorized to Execute the Contract:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

ATTACHMENT A  
PROPOSAL RESPONSE FORM

13. PROPOSER INSURANCE COMPANY

Agency Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Not Required** 14. PROPOSER SURETY (complete only if bond(s) are required by the RFP)

Surety Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

I CERTIFY, to the best of my knowledge:

- I have read and understand all RFP Documents;
- The information contained in the Proposal, Proposal Response Form, Price Proposal Form, Proposer Certifications, and any documentation attached thereto is accurate and complete;
- I have the legal authority to submit the Proposal and commit this firm to a contractual agreement; and
- Final funding for any good or service is based upon STA-approved budgets and the approval of the Spokane Transit Authority's Board of Directors.

Proposer Name: \_\_\_\_\_  
(as registered with the State of Washington)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

ATTACHMENT B  
REQUEST FOR APPROVED EQUALS, CLARIFICATIONS OR CHANGES

Solicitation Title: \_\_\_\_\_ Solicitation No. \_\_\_\_\_

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Document Reference (check one):      Page No: \_\_\_\_\_

General Requirements      Section: \_\_\_\_\_

Specifications      Section Title: \_\_\_\_\_

Contract (general questions only)

Note: Requests for changes to the Sample Agreement shall only be submitted as redlines in Word format using the track changes tool. See section 1.8 and 1.10 of the RFP.

Other: \_\_\_\_\_

**PROPOSER'S REQUEST:**

PLEASE NOTE: STA's response to Proposer's requests will be set forth in a written Amendment as outlined in section 1.8 of the RFP.



ATTACHMENT C  
NO PROPOSAL FORM

Dear Prospective Proposer:

If you determine not to submit a Proposal in response to this solicitation, we would very much appreciate you completing and returning this form for our files.

Solicitation Title: \_\_\_\_\_ Solicitation No. \_\_\_\_\_

Proposer Name: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Reason(s) for not submitting a Proposal in response to this solicitation:

Thank you for your assistance.

Jordan Hayes-Horton  
Spokane Transit Authority  
1230 W. Boone Ave.  
Spokane, WA 99201  
[jhorton@spokanetransit.com](mailto:jhorton@spokanetransit.com)  
(509) 325-6032

ATTACHMENT D

**PRICE PROPOSAL FORM**

We, the undersigned, propose to provide Spokane Transit Authority with General Counsel Legal Services for the costs listed below in accordance with the Request for Proposals and Scope of Work.

This price proposal should include information on the hourly billing rates of each attorney and/or other legal staff supporting the work.

Price adjustments will be made in accordance with Section 3, *Compensation*, in the Sample Agreement.

**PROPOSAL:**

Classification	Hourly Rate
Attorney	
Associate Attorney	
Paralegal	
Other _____	
Other _____	
Other _____	

Additional Information:

Authorized Signature and Title: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# PART IV

# EXHIBITS

Exhibit A – Sample Agreement is attached to this document and posted separately on STA’s website:

<https://www.spokanetransit.com/bidding-opportunities/>

*End of Part IV: Exhibits*