



Request for Proposal

RFP # 2023 - 045

Grants Specialist

Proposal Submission Deadline:

June 7, 2023

No later than 12:00 PM PST

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Part 1 – Introduction

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, providing transit service throughout Whatcom County, Washington. WTA provides fixed route, paratransit, rural dial-a-ride, on-demand, and vanpool service, as well as fixed route service into neighboring Skagit County.

Located in the northwest corner of Washington State, WTA serves the city of Bellingham, surrounding towns and rural communities, the Lummi Reservation, and the Nooksack Trust Lands.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at www.ridewta.com.

WTA is currently seeking a contractor to provide professional grant researching and writing services.

Proposers are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for proposers who are not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to public disclosure after award.

Throughout this RFP the terms vendor, Contractor, and Proposer are used interchangeably. In general, the term Proposer means those who submit a proposal in response to this RFP, while a Contractor is a Proposer who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority, veteran, and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.



Part 2 – Scope of Work

2. A Project Introduction and Background

WTA provides 4.5 million fixed route trips per year. The 2023 operating budget is approximately \$46.5 million, and the capital budget is approximately \$14.2 million. WTA is a direct recipient of FTA formula grants under Sections 5307, 5339, 5310, and 5312.

In the past five (5) years, WTA has sought the following competitive grants from FTA and from Washington State Department of Transportation (WSDOT) programs:

| Year | Agency and Program | Project | Grant Award | Successful |
|------|---|--|-------------|------------|
| 2018 | FTA Low or No Emission | Three Electric Buses + Charging | 2,290,000 | Yes |
| 2020 | FTA Integrated Mobility Innovations (MOD Sandbox) | On-Demand Pilot Project “Lynden HOP” | 720,000 | Yes |
| 2020 | FTA Low or No Emission | Six electric buses + Charging | 3,600,000 | No |
| 2021 | WSDOT Consolidated | 12 paratransit minibuses | 1,440,000 | Yes |
| 2021 | FTA Low or No Emission | Six electric buses + Charging | 6,500,00 | No |
| 2021 | WSDOT Green Transportation | 2 Electric Buses + Charging | 2,090,000 | Yes |
| 2022 | WSDOT Green Transportation Supplemental | Zero-Emission Fleet Transition Plan | 100,000 | Yes |
| 2022 | FTA Low or No Emission | Eight electric buses + Charging | 8,900,000 | Yes |
| 2023 | WSDOT Regional Mobility Grant | Whatcom Smart Trips (Transportation Demand Management) | 820,000 | Yes |

In the coming years, WTA intends to pursue funding for multiple projects including for Transit Oriented Development around transit hubs, zero-emission buses and infrastructure, and speed and reliability improvements (including potentially Bus Rapid Transit).

In addition to the grant programs WTA has sought funding in past years from other public programs, and the agency may seek state and federal grants from Departments of Energy, Departments of Ecology, and others.

2. B Scope of Work

WTA is seeking proposals from qualified and experienced proposers to provide professional grant researching and writing services. While not required, WTA would give evaluation preference to proposers with governmental grant writing experience.

Once selected, the contractor will be responsible for:

- Researching grant opportunities and working with WTA staff to evaluate suitability for WTA projects.
- Researching and communicating state and federal requirements with WTA staff regarding grant management, reporting, procurement requirements etc.
- Meeting with WTA and WTA's stakeholders, including representatives from other jurisdictions, agencies, non-profit organizations, and community groups.
- Understanding WTA's priorities, capabilities, and upcoming projects.
- Participating on WTA's Competitive Grants Team to review potential funding, possible projects, and coordinating staffing availability and resources for project execution and grant management tasks. The Team includes WTA staff members from Planning, Finance, Fleet and Facilities, and Community Relations divisions.
- Establishing strong working relationships with WTA staff and WTA's external partners.
- Attending occasional site visits. (See Part 5.B Travel Costs)
- Collaborating with others to brainstorm and qualitative and quantitative data gathering.
- Working creatively to craft compelling narratives, and to highlight how WTA projects achieve funders' priorities.
- Authoring grant proposals.
- Drafting letters of support for signature by community and agency partners.
- Gathering all necessary application attachments and forms.
- Assisting WTA staff with all other aspects associated with the grant process.

2. C Contractor Performance Reviews

WTA's Project Manager will conduct a performance review of projects and the Contractor every six (6) months at a minimum while the Contract is in effect¹. These reviews shall be completed by WTA's Project Manager with input from all stakeholders working with the Contractor. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will evaluate the Contractor on the following considerations:

¹ 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

- Did the Contractor research, identify and evaluate funding opportunities, based on funders' and WTA's priorities?
- Did the Contractor work effectively with the Project Manager and other internal and external stakeholders?
- Did the Contractor craft accurate, clear, and compelling application materials?
- Did the Contractor manage internal and external deadlines, for all application materials?
- Did the Contractor grant applications result in grant awards? If not, were the applications given high scores, but not awarded due to competing agency needs?

Evaluations will be scored as follows:

1 = CONSISTENTLY BELOW EXPECTATIONS: Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

2 = BELOW EXPECTATIONS: Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

3 = MEETS EXPECTATIONS: Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

4 = EXCEEDS EXPECTATIONS: Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

5 = CONSISTENTLY EXCEEDS EXPECTATIONS: Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

Part 3 - Submission Guidelines

All submittals become the property of WTA.

3. A Procurement Schedule

Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

| Activity | Date - 2023 |
|------------------------------|------------------------------------|
| Procurement Request Released | May 16 |
| Clarification Deadline | May 29 |
| Submissions Due | June 7, no later than 12:00 PM PST |
| *Finalist Interviews | *Week of June 26 |
| *Notice of Intent to Award | *July 6 |
| *Estimated Award Date | *July 20 |

Questions pertaining to the RFP must be submitted via WTA's procurement portal. WTA does not guarantee a response to questions submitted via email or requested over the phone once the clarification deadline has passed. Submissions are not reviewed or considered after they are due. WTA reserves the right to award a contract(s) without interviews or a Best and Final Offer. Issuance, of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

WTA reserves the right to modify the Procurement Schedule through written addenda.

WTA may invite the top one (1) to three (3) firms (competitive range) for a semifinal interview/presentation. WTA provides requirements of the interview when the interview is scheduled. *Finalists will be notified as soon as possible, but no later than a week before interviews.* Interviews may be conducted virtually or in person, and WTA will notify finalists of the preference during scheduling. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials.

3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline, if a BAFO occurs.

WTA may request clarification or additional information, including, but not limited to, financial statements.

3. C Minimum Proposer Qualifications

At the time of proposal, Proposers must meet the following minimum qualifications which WTA will independently verify using the information provided in the Submittal Package. Proposers will not substitute the experience of a sub for their own.

- Minimum five (5) years experience in successful grant writing.

- Have a State of Washington and all required local government business license(s) and endorsements².
- Not be suspended or debarred with SAM.gov.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- Demonstrates the ability to maintain adequate files and records to meet reporting requirements.

3. D Proposal Submission

It is the proposers responsibility to ensure WTA has received their submission. WTA bears no responsibility for proposals that may be sent, but not received due to technical issues.

Proposals will be submitted through WTA's Procurement Portal using the provided submission packet. Email's, USB/CD copies, or hard copies will not be reviewed. WTA will not review submissions if the packet or forms are altered in anyway.

3. E Questions About the RFP & Contact with WTA

Questions pertaining to the RFP must be submitted via WTA's procurement portal no later than the close of business on the date listed in the Procurement Schedule above. WTA does not guarantee a response to questions that are not submitted using the procurement portal.

WTA does not guarantee a response to questions submitted after this date.

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by Procurement.

Do not add any WTA email address to company marketing email lists.

² A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

3. E Submission Package Contents

Proposals will conform to the following and use WTA's provided submission packet, which is provided in a separate Word file "2023-043 RFP Grants Specialist_SUBMISSION PACKAGE":

- Pages of the proposal should be numbered
- Sections clearly identified
- Single spaced, no columns
- Minimum twelve (12) point font
- No more than ten (10) double sided pages, excluding Exhibits and samples requested.
- **A single, searchable PDF or Word file with the submission and all completed forms**

WTA will reject submissions if they are completed by hand and scanned into a PDF.

Marketing materials, alternate agreements, and any other information not requested will be counted against the page limit.

Proposals will contain the following documents provided in a separate Word file "2023-043 RFP Grants Specialist_SUBMISSION PACKAGE" to be incorporated into the final contract:

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Proposal Cost (Exhibit C)
- Notarized Conflict of Interest Certification (Exhibit D)
- Debarment, Compliance, Conflict of Interest (Exhibit E)
- Submission Questions (Exhibit F)

3. F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.

- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

3. G Addenda

Addenda will be issued to all known holders and posted at ridewta.com should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

3. H Protest Procedures

Filing a Protest Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFP.³ Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal.

³ "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

Stay of Award. If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

3.1 Inter-local Purchasing

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

3. J Request for Clarification, Deviation, or Substitutions

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must submit their request using WTA's procurement portal by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The ITB and the PROPOSAL SUBMITTED constitute an "offer" and "acceptance" of all of the terms and conditions for an enforceable contract, subject to WTA's formal award of a bid, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable "contract" whose terms and conditions will comprise those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term "Contract" shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal's rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBSTITUTION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

3. K Disadvantaged Business Enterprise, Small Business Enterprise, Women Owned Business Enterprise, Veteran Owned Business Enterprise, Minority Business Enterprise

Certified DBE, SBE, WBE, MBE and VBE firms shall have equal opportunity to compete for and perform as prime contractors, suppliers, or as subcontractors through another awarded contractor. Certification can be through Washington State's Office of Minority and Women Own Business Enterprises www.omwbe.org or other Unified Certifying Program (UCP) under 49 CFR 26.

Part 4 – Proposal Evaluation

4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

| Factor | Score |
|---|-----------|
| Conformity with Minimum Proposer Qualifications (3.C) | Pass/Fail |
| Complete Package Submission (3.E) | Pass/Fail |
| Cost | 15 |

Pricing score is calculated using the following normalizing formula.
(Lowest Overall Proposed Price ÷ Price Being Evaluated) × Total Points Possible = Score.
The score for pricing will not be averaged over the number of evaluators.

2. Evaluation Committee will review Proposals receiving 3 “Pass” scores against the following Initial Evaluation Factor(s), which are listed in the order of importance.

| Factor (Detail provided in 4.C) | Points |
|--|------------|
| Demonstrated ability in meeting work requirements | 15 |
| Samples of Work | 25 |
| Project Approach and Understanding | 15 |
| Staff Resource Commitment | 10 |
| Clarity of Response | 35 |
| Total possible points per Evaluation Member | 100 |

Evaluator scores are in whole numbers only or rounded down. (e.g. evaluator scoring an 18.5 will round to 18). Scores will be added and the highest aggregate scores will be used to determine Competitive Range.

For example, if the evaluation team consists of 4 members the total evaluated criteria points would not exceed 400 points. The cost points would be added on top of this aggregate total. A proposer could be awarded a total of 415 points in this example

3. The top 1 - 3 proposals (Competitive Range) may be invited for interviews (See Part 3.A). Proposals and interview results are re-scored against the Initial Evaluation Factors based on information provided by interviewees. Price will be recalculated based on the number of proposals in Competitive Range.
4. Competitive Range scores, Initial Evaluation scores, and cost will be added to determine the highest scoring proposer.

5. Proposers may be asked for a Best and Final Offer (BAFO) post-interview as detailed in 4.E below. BAFO's will be re-scored against the same evaluation criteria above. WTA reserves the right to award a contract without a BAFO.
6. The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 5 points of each other, they are considered comparative equals. WTA will require a BAFO be submitted for evaluation. The Evaluation Committee will review them against all of the evaluation factors above and render a final score.

4. B Single or No Proposer

In the event that only one (1) proposal is received, WTA may request an extension of the offer period and/or conduct a cost analysis on the single received proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by WTA to assist in such analysis. By conducting such analysis, WTA shall not be obligated to accept the single proposal; WTA reserves the right to reject such proposal or any portion thereof. Failure to provide any additional requested information may result in the proposal being rendered not responsive.

Should there be no proposals received, WTA may issue a new RFP or contract with a vendor of it's choosing under its Sole Source process.

4. C Evaluation Criteria

4. C.1 Project Capability

Proposer will provide details clearly demonstrating its ability to meet the Technical Requirements in 2.C and provide the services outlined in the 2.D Scope of Work against the information provided in 3.E Submission Packages. While not required, WTA would give evaluation preference to proposers with governmental grant writing experience. WTA may contact references, search Better Business Bureau or other consumer-based customer service type forums, and consider past performance with WTA.

4. C.2 Work Samples

Work samples will be evaluated on the organization of the entire document. How well did the data and narrative demonstrate consistency with the funding agency's priorities. The team will also review for clarity and brevity of the narratives and how well directions were adhered to.

4. C.3 Project Approach & Understanding

Proposals will clearly demonstrate the contractor's ability to meet WTA's technical requirements and Scope of Work. Evaluation will be based on past ability to meet grant application objectives and successfully apply for grants on behalf of a public entity. Proposals will show the proposer and any proposer staff ability to work with WTA staff and other stakeholders in an approachable and collaborative fashion.

4. C.4 Staff Resource Commitment

Proposal expresses Consultant's ability to dedicate time to WTA interests and priorities. Similarly, what other individuals will assist the prime Consultant that would be able to fill gaps and step in if the prime Consultant is unavailable.

4. C.5 Clarity of Response

Overall clarity of submitted response (clear, concise, professional, thorough). Formatting and page limitation instructions were followed. The organization and presentation of the RFP response indicates the firm's ability to follow instructions, pay attention to detail and assemble clear and concise documents.

4. C.6 Cost

Proposal should be based upon an hourly rate for services. Travel will be billed separately (Refer to Part 5.B Travel Costs). Invoices will be detailed and outline date of task, description of task, time spent, hourly rate and total rate for the task. Proposers are directed to Part 5.A for more detail.

4. D Responsibility Review

WTA will only award to proposers who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Proposers responsibility, WTA will review all material submitted with a proposal. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Proposer must timely provide all requested information.

4. E Best and Final Offers (BAFO)

In WTA's discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

Any modifications to the initial proposals made by a Proposer in the BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the Evaluation Criteria.

4. F Notice of Intent to Award

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

In the event a contract award is made that is within the General Manager's signing authority, WTA may, at it's option, waive Board approval.

Proposers are permitted to request a debriefing about its/his/her own proposal from Procurement after the Notice of Intent is issued. Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to RecordsRequests@ridewta.com. Refer to Part 6 of this RFP for the process of releasing documents marked as "Confidential" or "Proprietary".

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer⁴.

4. G Trial Period and Right to Award to Next Lowest Bidder

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, CONTRACTORS must successfully perform. Failure to perform may cause immediate cancellation of the Contract. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized work orders up to termination. If the Contract is terminated within the trial period, WTA

⁴ Bellingham Municipal Code 6.05.025



may award the Contract to the next lowest responsible bidder submitted a responsive bid. Any new award is also subject to a trial period.

Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBSTITUTION (Part 3.J) BY THE DEADLINE PROVIDED IN THE PROCUREMENT SCHEDULE. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE PROVIDED IN PART 3.A, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

Each and all of these applicable terms and conditions should be factored into any proposal:

5. A Contract Term, Compensation, and Invoice Payments

1. **Contract Term:** The initial length of the Contract will be three (3) years, and WTA may, in its discretion, extend the Contract for one (1) additional two (2) year increments.
2. **Compensation:** WTA will only issue payments against an approved Purchase Order and shall pay Contractor a sum equal to the amount agreed upon by the parties. Contractor will provide detail on each invoice relating to each activity being invoiced.
3. **Invoices:** Contractor will invoice WTA no later than the 5th of each month. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

Payment will be based on Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.), Firm Fixed Fee milestones, and corresponding milestone payments.

Invoices will include a breakdown of tasks performed, time spent on each task, hourly rate and total rate for the task. For example:

| Date | Task | Quantity | Rate | Total |
|-----------|--|----------|---------|----------|
| 1/23/2023 | Attend board meeting | 1.20 | \$75.00 | \$90.00 |
| 2/15/2023 | Review Dept. of Energy funding package. Provide notes to WTA | 5 | \$75.00 | \$375.00 |

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

5. B Travel Costs

Travel costs will be reimbursed to consultants and sub-consultant(s) as follows. Detailed receipts or other proof of expense are required to be fully reimbursed. WTA will not pay any mark-up or per-diem incentive. A credit card receipt will not be accepted in lieu of a detailed receipt. Receipts are not required for meals covered by per diem and for miscellaneous expenses under \$10 a day.

- Meals & Incidentals per GSA.gov rates at the time of travel based on the destination.
- Mileage will be based on GSA.gov rates at the time of travel.
- Air fare and baggage will be based on the most economical flights with reasonable routing. Business class or first class tickets will not be reimbursed.
- Hotel will be moderately priced and conveniently located. WTA will not reimburse charges for unused rooms.

Expenses including, but not limited to, laundry (unless staying more than 5 nights), in-room movies, Rental Car, flight, or other travel insurance, room upgrades or concierge floors, medical expenses, alcohol, damage/theft, fines, tickets, or lost luggage or personal item replacement costs, will not be reimbursed. A complete list of Non-Reimbursable Expenses is available upon request.

5. C Insurance Requirements

Contractor will provide insurance as required in the Terms and Conditions, Appendix A.

5. D Subcontractors

Contractor shall perform at least 90% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the sub-contractor starts, shall submit the following documents:

- Insurance requirements listed in Appendix A or furnish proof of inclusion of the Prime Contractors insurance.

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

5. E Rate Increases

No later than thirty (30) days before the Contract anniversary, Contractor may request an update to their hourly rates.

Contractor shall provide documentation satisfactory to WTA such as changes to the Producers Price Index (PPI) for the commodity, the Consumer Price Index (CPI) All-Urban-Consumers-Seattle-Tacoma-Bellevue-Not Seasonally Adjusted-Services, or a vendor, manufacturer, or trade published modification of price changes. The start date for using an index will be calculated from the execution date of the Contract or Option Year Term, or the last approved relief date within any given contract year, whichever comes later. WTA, at its sole discretion, will determine whether such relief is valid and necessary. Requests for rate increases will only be allowed once in a twelve (12) month period, and not exceed 10% of the cited CPI.

Price increase requests shall be submitted in writing to the Procurement Department in writing. WTA will evaluate the request to determine if the price adjustment is considered fair and reasonable to the satisfaction of WTA. A written Change Order or Contract Amendment issued by WTA will confirm the price adjustment, provide the new prices, and establish the effective date.

5. F Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution⁵.

⁵ Article VIII, Section 7, "Credit not to be Loaned"

Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA’s confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Proposals Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Proposer labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys’ fees it incurs arising from dealing with bidder’s labeling of any portion of the bid as “Confidential” or “Proprietary,” including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a “Public Record” under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

Part 7 – Proposer’s Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive. WTA has provided the submission packet in a separate Word file “2023-043 RFP Grants Specialist_SUBMISSION PACKAGE”. Proposals with altered forms, or completed by hand will be considered non-responsive:

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Proposal Cost (Exhibit C)
- Notarized Conflict of Interest Certification (Exhibit D)
- Debarment, Compliance, Conflict of Interest (Exhibit E)
- Responses to Questions (Exhibit F)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Appendices
 - Appendix A – General Contract Terms & Conditions
 - Appendix B – Sample Contract
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract
- Purchase Orders

Proposers are responsible for ensuring they can access all Exhibits & Appendices.