



# **Request for Proposal**

## **RFP # 2022 - 001**

### **Federal Legislative Consultant**

**Proposal Submission Deadline:  
February 10, 2022  
no later than 12:00 PM PST**

Magan Waltari, CPPB, CPSM, NIGP-CPP  
Procurement & Contracts Manager/DBELO  
Whatcom Transportation Authority  
4011 Bakerview Spur Rd.  
Bellingham, WA 98226  
(360) 788-9332  
[procurement@ridewta.com](mailto:procurement@ridewta.com)

## **Contents**

Part 1 – Introduction.....	3
Part 2 – Scope of Work.....	4
2. A Introduction and Background.....	4
2. B Technical Requirements.....	4
2. C Scope of Work.....	5
2. D Contractor Performance Reviews .....	5
Part 3 - Submission Guidelines.....	7
3. A Procurement Schedule .....	7
3. A.1 Interviews.....	7
3. B Proposal Guidelines.....	7
3. C Minimum Proposer Qualifications .....	9
3. D Proposal Submission.....	9
3. E Questions About the RFP & Contact with WTA .....	9
3. E Submission Packages .....	10
3. F Conflict of Interest.....	11
3. G Addenda .....	12
3. H Protest Procedures .....	12
3. I Inter-local Purchasing .....	13
3. J Request for Clarification, Deviation, or Substitutions .....	13
3. K DBE, SBE, WBE and VBE Business Enterprises .....	14
Part 4 – Proposal Evaluation .....	15
4. A Evaluation Procedures .....	15
4. B Evaluation Criteria.....	16
4. B.1 Demonstrated ability in meeting work requirements.....	16
4. B.2 Transportation and Federal Legislative Experience .....	16
4. B.3 Project Approach and Understanding .....	16
4. B.4 Staff Resource Commitment .....	17
4. B.5 Clarity of Response .....	17
4. B.6 Cost .....	17
4. C Responsibility Review .....	17
4. D Best and Final Offers (BAFO).....	18
4. E Notice of Intent to Award.....	18
4. F Trial Period and Right to Award to Next Lowest Bidder.....	19
Part 5 – Special Terms and Conditions .....	20
5. A Contract Term, Compensation, and Invoice Payments .....	20
5. B Travel Costs.....	20
5. C Insurance Requirements .....	21
5. D Subcontractors.....	24
5. E Option Years and Price Adjustments .....	24
Part 6 – Public Disclosure Law .....	26
Part 7 – Proposer’s Checklist.....	27



## 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.

By Federal Transit Administration (FTA) standards, WTA is a “small urbanized area.”

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](http://www.ridewta.com).

WTA is currently seeking proposals from qualified and experienced firms to provide federal legislative consulting and government relations services.

Questions pertaining to the RFP must be submitted via WTA’s procurement portal.

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, Consultant, 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 Introduction and Background**

In a typical (pre-COVID) year, WTA provides 4.9 million fixed route trips annually. The 2022 operating budget is approximately \$46.6 million and the capital budget is approximately \$7.5 million. WTA is a direct recipient of FTA Sections 5307, 5339, 5310, and 5312 formula grants. In the past ten (10) years, WTA has been awarded several competitive grants from FTA programs: State of Good Repair, New Freedom, Low or No Emissions and Integrated Mobility Innovations.

In the coming years, WTA plans to seek federal support for multiple capital projects including expanding its primary transit hub, continuing replacement of diesel buses with zero-emission buses, speed and reliability improvements (including studying Bus Rapid Transit), and others. WTA will be seeking to leverage federal funding and to develop relationships with pertinent members of our legislative delegation to successfully implement these projects.

To assist in developing these legislative relationships WTA requires a Consultant with a demonstrated record of effectively representing the interests of transit agencies (or other relevant organizations). The ideal candidate has the skills and professional network necessary to improve access to and communications with the federal government on WTA's behalf.

### **2. B Technical Requirements**

Once selected, the Consultant will be responsible for advising and assisting WTA in developing and maintaining constructive relationships with federal legislative and relevant executive branch representatives, advocating on federal legislative and regulatory issues, and providing insight on funding opportunities, such as the infrastructure package, surface transportation reauthorization, earmarks, relevant appropriations, and all grant programs.

Working with WTA, the Consultant will be expected to develop and implement an annual federal legislative agenda that helps execute WTA's long-range goals. At the same time, the Consultant will offer WTA insight regarding emerging federal issues, advise on federal transportation related policy positions, and assist in searching and applying for federal grants and other funding opportunities. Finally, the Consultant will provide advocacy, monitoring and reporting services and play a key role in increasing WTA's visibility and strengthening relationships with its federal legislative delegation.

Once selected, the Consultant will also be responsible for monitoring and reporting on all legislative or regulatory activities that could impact WTA.

## **2. C Scope of Work**

Specific responsibilities will include but not be limited to:

1. Assisting WTA in the development of a legislative program that aligns WTA's goals with federal legislative and regulatory initiatives and federal funding opportunities. Meet with WTA staff to gain a full understanding of WTA's strategies and priorities. Advise WTA on its long-term strategies in relation to issues at the federal level and help WTA develop policy positions related to these issues. Communicate and advocate WTA's interests to, and receive feedback from, elected and appointed officials. Areas of interest for WTA include transportation and transit, economic development, health and human services, housing, transit-oriented development, and climate action.
2. Preparing effective briefing materials. Once a legislative program has been approved, work with WTA to develop briefing papers or other materials for high priority items, and an agenda for all other items. These briefing papers will be used to educate and seek support from key legislative members and other appropriate stakeholders.
3. Coordinating and organizing meetings with key federal officials in Washington, D.C. for WTA staff including members of Congress and staff of the Washington State delegation, other relevant Congressional committee members and staff, and relevant executive branch officials. Visits will support WTA's federal appropriations requests and other legislative and policy initiatives.
4. Maintaining visibility of WTA's legislative agenda issues. Conduct frequent follow-up meetings and contacts with the key staff for the House and Senate Leadership, relevant key authorizer and appropriation committees, and appropriate executive branch officials to ensure that WTA's requests remain a high priority.
5. Facilitating the building of relationships between WTA and potential partners to assist in achieving its legislative priorities. For example, this may include working with representatives from trade organizations such as American Public Transportation Association (APTA), Community Transportation Association of America (CTAA), Washington State Transit Association (WSTA) and government relations representatives from transportation and other sectors.
6. Providing monthly written updates detailing the activities undertaken during the previous month on behalf of WTA and reporting on the status on legislative priorities.

## **2. D Contractor Performance Reviews**

WTA will conduct a performance review with the consultant every six (6) months at a minimum. These reviews shall be completed by WTA's Project Manager and any other stakeholder assigned to participate in the Contract. The completed evaluation shall be shared with the Consultant 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.

The Consultant will be evaluated based on how well the following was accomplished:

- Did the Consultant assist WTA in the development of a legislative program that aligns with federal funding opportunities?
- Did the Consultant communicate WTA's interests to, and receive feedback from, elected and appointed officials?
- Did the Consultant set up productive meetings with key federal officials? For example, was there an actionable item or other idea or information that WTA could work with that came out of the meeting?
- Did the Consultant work effectively to advance WTA's legislative agenda?
- Did the Consultant facilitate the building of relationships between strategic partners?

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 – 2022
Procurement Request Released	January 19
Clarification Deadline	February 1, no later than 5:00 PM PST
Submissions Due	February 10 no later than 12:00 PM PST
In Person Finalist Interviews	March 15 - 17
*Notice of Intent to Award	March 31
*Estimated Award Date	April 21
*Contract Start Date	May 1

Questions pertaining to the RFP must be submitted via WTA's procurement portal (Refer to 3.E below). WTA does not guarantee a response to questions submitted after the clarification deadline has passed, or questions not submitted via the portal. Submissions are not reviewed or considered until after they are due. WTA reserves the right to award a contract(s) without 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.

#### 3. A.1 Interviews

WTA intends to interview that top one (1) to four (4) firms (competitive range) in person at the proposer's office in Washington, DC. The Procurement & Contracts Manager will begin scheduling interviews with the top firms no later than February 25.

WTA provides requirements of the interview when the interview is scheduled. WTA will not be responsible for any costs for interviews or presentation materials including but not limited to proposer staff 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. For the purposes of this paragraph, principals of the firm who have the requisite years' experience will qualify for the firm's experience:

- Have ten (10) years experience providing legislative and intergovernmental services before Congress and Administration in Washington D.C. Including knowledge and experience working with the Washington State congressional delegation.
- Firms or their principals must have represented the interests and needs of local government agencies and transit sector clients, before Congress and/or Administration in Washington D.C. and/or have experience working on transportation issues.
  - Previous contracts will have been performed in the last three (3) years and include at least one (1) comparably sized public agency; preferably a transit, involving delivery of services using Federal Funds.
- Firms must have a physical office and presence in Washington D.C.
- Demonstrate familiarity and experience with Washington state transportation and transit needs, particularly as to bus transit needs.
- Demonstrate understanding of the federal budget and reauthorization legislative processes.
- A strong comprehension of transit needs, including policy and budgetary needs, focused on bus transit.
- Have a State of Washington and all required local government business license(s) and endorsements<sup>1</sup>.
- Be registered with SAM.gov and not be suspended or debarred.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).

### 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 using WTA's Procurement Portal. Email's, USB/CD copies, or hard copies will not be reviewed.

### 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.

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<sup>1</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

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 the Procurement & Contracts Manager.

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

### **3. E Submission Packages**

Proposals will conform to the following:

- 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 forms requested in the exhibits

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

All proposals will include the following information in the following format:

- Name and principal place of business of Proposer.
- Description of Proposer, including number of years in business, size, business activities and services provided.
- Name, email address, and telephone number of the contact person.
- A brief history and description of the Proposer, including organizational structure, capabilities, and areas of specialization.
- Indicate, should the firm be selected for interviews, if in person meetings are available, or if the firm is only doing virtual meetings.
- A description of Proposer's approach to the project including:
  - Ability to undertake the work.
  - Methods and techniques Proposer will employ to perform the scope of work. This could include potential meeting schedules, individuals to contact and why, and any other means the Proposer would use to execute the Scope of Work.
  - Means of staying informed of emerging federal issues, federal transportation related policy positions, and federal funding opportunities.
  - The information and support required from WTA staff.
  - Describe how Proposer will prioritize the projects with other work.
  - Details about individuals who would be assigned to the project.
    - Identify the Project Manager, and roles and tasks of all personnel.
      - Include certifications, trainings, and expertise regarding classification and compensation programs.
      - Include brief resumes for key personnel providing services,
- Identify projects involving the providing of similar services.
- Demonstrate successful advancement the interests of other public agencies.

- Using the format in Exhibit B, list a total of three (3) clients from the last five (5) years for whom you have performed service similar to what the WTA is seeking in this RFP. Include examples of work on similar transit projects, including project scope, objectives and success or failure to achieve those goals. Relevant projects in both the private and public sectors may be included.
- Provide a list of contracts in the last 5 years that terminated for reasons other than the natural expiration. Include detail about why the contract terminated.
- Using Exhibit C, provide a monthly lump sum fee.
- Identify major project risks that are outside of the firm's control. Include concerns relating to performance success, explain why the risk is a risk, and make sure the risk is specific to the proposed contract. Identify solutions to avoid or minimize the identified risks. Develop a plan to reduce the impact to the project and prioritize the risks in order of importance.
- Express any value-added options or ideas that may benefit the agency. This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics.

### **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](http://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.<sup>2</sup> 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. 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:

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<sup>2</sup> "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) 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. I 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**

Certified DBE, SBE, WBE, 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](http://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.

<b>Factor</b>	<b>Score</b>
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail
Cost	0-4

Pricing score is calculated using the following normalizing formula.

$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$ .

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.

<b>Factor</b>	<b>Points</b>
Project Capability	0-4
Risk Identification	0-4
Customer Performance Measures	0-4

Committee members will assign a score of 1 – 4 for each factor and it will calculate total points as follows:

- 0 – Proposal did not meet factor requirements = 0%
- 1 – Proposal met less than  $\frac{1}{2}$  of factor requirements = 25%
- 2 – Proposal met at least  $\frac{3}{4}$  of factor requirements = 50%
- 3 – Proposal met all of the factor requirements = 75%
- 4 – Proposal exceeded factor requirements = 100%

Rankings are in whole numbers only or rounded down. (e.g. 4.5 will round to 4). Rankings will then be averaged based on how many members of the Evaluate Committee are scoring and carried out by 2 decimals.

3. The top 1 - 4 proposals (Competitive Range) may be invited for interviews. 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. A member of the Evaluation Committee and/or the Procurement & Contracts Manager will check references of the proposals in the Competitive Range and share



them with the evaluation committee. The committee will rescore against the Competitive Range Factor(s).

5. Competitive Range scores, Initial Evaluation scores, and cost will be added to determine the highest scoring proposer.
6. Proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below. BAFO's will be re-scored against the same evaluation criteria above. WTA reserves the right to award a contract without a Best and Final Offer Request.
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 best and final offers (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 Evaluation Criteria**

##### **4. B.1 Demonstrated ability in meeting work requirements**

Proposer will provide detail clearly demonstrating its ability to provide the services outlined in the 2.D Scope of Work against the information provided in 3.E Submission Packages.

##### **4. B.2 Transportation and Federal Legislative Experience**

Proposals will show the firm and individual's familiarity with providing legislative and intergovernmental services at the Federal level. Evaluation will also focus on the breadth and depth of knowledge and experience working with transit sector clients and the advancement of their priorities and interests. Proposals should demonstrate success in advocating on federal legislative and regulatory issues as well as development and implementation of annual federal legislative agendas for clients.

##### **4. B.3 Project Approach and Understanding**

Proposals will demonstrate the proposers' understanding and approach to introducing and maintaining visibility of WTA's legislative agenda. Evaluation will also be based past ability to meet legislative objectives set out by other clients. Proposals will show the firm and individuals ability to work with agency staff, Federal legislators, and other stakeholders in an approachable and collaborative fashion.



#### **4. B.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. B.5 Clarity of Response**

Overall clarity of submitted response (clear, concise, professional, thorough). Formatting and page limitation instructions outlined in 3.G 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. B.6 Cost**

Using Exhibit C, proposals will be evaluated using the Extended Annual Cost, which will be in effect for the first three (3) years of the contract.

#### **4. C 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.

- Demonstrate there are no outstanding and/or repetitive violations with Washington State Labor and Industries, Department of Revenue, or Employment Security.
- Whether, within the three-year period immediately preceding the date of the bid solicitation, the proposer has been determined by a final and binding citation and notice of assessment<sup>3</sup> issued by the Washington State department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW;
- 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. See Section 4.E below.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.

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

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<sup>3</sup> RCW 39.26.106(2)(f)

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. D 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. E 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 its 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](mailto: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 business registration endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>4</sup>.

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<sup>4</sup> Bellingham Municipal Code 6.05.025



#### **4. F 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 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. 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.
3. Invoices: Payment will be at 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.

WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

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. Overnight travel must be pre-approved in writing by WTA. Detailed receipts or other proof of expense are required to be fully reimbursed. WTA will not pay any mark-up for any travel costs. 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, insurance for rental car, airfare, 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

The Consultant shall procure and maintain for the duration of this Agreement and for a period of not less than 6 years insurance against claims for injuries to persons or damage to property that may out of or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-contractors or sub-Consultants.

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner<sup>5</sup>. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum). WTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and limits carried by or available to the Consultant or (2) the minimum insurance requirements shown in this Agreement, whichever is greater.

1. **Commercial general liability and umbrella and/or excess liability.** The Consultant shall maintain commercial general liability insurance no less than **\$1,000,000 per occurrence with a \$2,000,000 aggregate**. If necessary, to obtain the required limits, commercial umbrella or excess liability is permitted. Coverage shall be least as broad as Insurance Services Office (ISO) Occurrence form CG 00 01 including, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.

WTA shall be named as an additional insured on the contractor's commercial general liability/umbrella liability for both Ongoing Operations and Completed Operations liability.

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<sup>5</sup> RCW Title 48

Acceptable Additional Insured Endorsements for Ongoing Operations liability are coverage forms at least as broad as the ISO CG 2010 or CG 2026 specifically naming WTA on the endorsement; or the CG 2033 or CG 2038 "Automatic" forms.

Acceptable Additional Insured Endorsements for Completed Operations liability are coverage forms at least as broad as the ISO CG 2037 specifically naming WTA on the endorsement; or the CG 2039 or CG 2040 "Automatic" forms.

"Automatic" coverage forms CG 2033 for Ongoing Operations and CG 2039 for Completed Operations are not allowed from any subcontractors of the Contractor that do not have a written Contract or Agreement with WTA.

2. **Business auto coverage** for any auto no less than a **\$1,000,000 each accident limit** at least as broad as Insurance Services Office (ISO) commercial auto form (CA 00 01, CA 00 05, CA 00 12, CA 00 20). If necessary, to obtain required limits, commercial umbrella or excess liability is permitted.
3. **Professional liability insurance** with no less than **\$2,000,000 per occurrence** or claims made basis, **\$2,000,000 aggregate**. See also "Claims Made Policies" below.
4. **Workers compensation coverage** as required by the State of Washington.
5. **Employers liability insurance** not less than **\$1,000,000 per occurrence**.
6. **Electronic Data Liability Insurance**. Consultant shall maintain electronic data liability insurance and/or Technology Errors and Omissions coverage applicable to the Project and insuring against liability arising out of the loss, loss of use of, damage to, corruption or, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a **limit of liability of not less than \$1,000,000**

Claims Made Policies – If any of the Professional Liability or Electronic Data or Technology Errors and Omissions policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least six (6) years after the completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

The Consultant is responsible for the payment of any deductible or self-insured retention (SIR) that is required by any of the Consultant's insurance. Any SIR must be disclosed to

and approved by WTA. If WTA is required to contribute to the deductible under any of the Consultant's insurance policies, the Consultant shall reimburse WTA the full amount of the deductible. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or WTA.

WTA shall be named as an additional insured on the Consultant's commercial general liability policy and business auto liability policy for both ongoing and completed operations on a primary and non-contributory basis. The additional insured endorsement(s) shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in sections B, C, D, and E above (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the commercial general liability policy listing all policy endorsements to the Transit Agency. WTA reserves the right to receive a certified and complete copy of Consultant's insurance policies.

It is the intent of this contract for the Consultant's insurance to be considered primary in the event of any loss, damage or suit. WTA's own comprehensive general liability policy shall be considered excess coverage in respect to the Transit Agency. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

The Consultant shall request from his insurer a modification of the ACORD certificate to include language that written notification will be given to WTA for any cancellation, suspension or material change in the Consultant's coverage at least 30 days in advance of such cancellation, suspension or material change, except for non-payment of premium, then 10 days advance notice shall be given.

Waiver of Subrogation – Consultant hereby grants to WTA a waiver of any right to subrogation which any insurer of said Consultant may acquire against WTA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect its waiver of subrogation, but this provision applies regardless of whether WTA has received a waiver of subrogation endorsement from the insurer.

Subcontractors – Consultant shall require and verify that all subcontractors or subconsultants maintain insurance meeting all the requirements herein, and Consultant shall ensure that WTA is an additional insured on insurance required from subcontractors and provide proof of such upon request to the Agency.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.



These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

## 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 Part 5.L or furnish proof of inclusion of the Prime Contractors insurance
- Submit signed Lobbying Certificate

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 Option Years and Price Adjustments

- Option Year Pricing.** Prices shall remain firm-fixed for the duration of the initial three (3) year Contract Term, after which time reasonable price adjustments may be made for each successive extension (Option Years), **provided** that the Parties negotiate for an extension no later than thirty (30) calendar Days prior to the expiration of the current term, or give the other party written notice to terminate the Contract. The Option Year rates provided on Vendor's original **Price Sheet Exhibit C** will apply for each renewal term entered and shall be firm-fixed for the duration of that term unless a further price relief adjustment is permitted in accordance with this section.
- Economic Price Adjustment.** Beginning after the third (3<sup>rd</sup>) year of the Contract, WTA may consider a rate adjustment, either increasing or decreasing the Contract amount, if requested by either party in writing thirty (30) calendar days prior to the



Contract anniversary date. Rates are adjusted using the following index calculated over-the-year:

CPI-Urban Consumers for Seattle-Tacoma-Bellevue, WA, Washington-Arlington-Alexandria, DC-VA-MD-WV, not seasonally adjusted, 1982-1984=100 (current) reference base, Services.

The change will be calculated based on the difference between the most recent 365 days. Documentation will be provided supporting the request for a rate change. Rates will not be adjusted more than 10% above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request within thirty (30) days. If approved, a rate increase shall take effect beginning on the Contract anniversary date.

## **5.1 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 Constitution<sup>6</sup>.

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<sup>6</sup> 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.

- ☐ Proposal Form (Exhibit A)
- ☐ Proposer Information and References (Exhibit B)
- ☐ Proposal Cost (Exhibit C)
- ☐ Notarized Conflict of Interest Certification (Exhibit D)
- ☐ Debarment and Contract Compliance (Exhibit E)
- ☐ Certification on Lobbying (Exhibit F)
- ☐ A Submission Package (Part 3E)

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.