



**Request for Proposal**

**RFP # 2023 - 084**

**Human Resources  
Consulting & Staff Augmentation**

**Proposal Submission Deadline:  
November 22, 2023  
no later than 12:00 PM PST**



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

WTA is currently soliciting proposals from Consultants that are qualified to provide Human Resources (HR) Consulting 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, pursuant to the Public Records Act, RCW Chapter 42.56.

Throughout this Request for Proposals (RFP) the terms Vendor, Contractor, Consultant, 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 by WTA and thereby 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 removes barriers to the participation of DBE's in our contracts.

## Part 2 – Scope of Work

### 2. A Introduction and Background

WTA seeks a qualified Consultant(s) to provide on-call HR Consulting Services. These services will support WTA’s HR Director, HR staff, General Manager and Board of Directors. WTA has an in-house Human Resources Department of seven (7) full-time employees who are responsible for the full complement of human resources programs, including the payroll function.

The HR Department’s Mission is: *“We partner with employees, managers, union leadership, and agency leadership to cultivate a culture of compassion, inclusivity, and belonging. We guide employees toward resources to support their growth, and to help them navigate career and life transitions. We help hire and keep the best employees in service to WTA’s mission. We ensure all employees are compensated timely and accurately.”*

The team fulfills their Mission through their core Values:

- **Communication.** We listen to understand. We communicate proactively and make complex information understandable.
- **Integrity.** We treat people fairly, consistently, and with respect. We are reliable and accurate with our work. We honor confidentiality and employee privacy.
- **Approachable & Responsive.** We put people before paper. We connect people to information and resources. We let people know when to expect information. When we don’t know the answer, we guide them to find the answer.
- **Team Member.** We support each other with our talents. We celebrate that we have different roles and perspectives. We work well together and with others to support employees and achieve agency goals.

WTA has approximately 310 employees, with most represented by Amalgamated Transit Union (ATU), Local 843.

### 2. B Technical Requirements and Scope of Work

WTA is seeking a Consultant(s) who can take a proactive approach in completing the below services and advising WTA on all aspects of its current HR practices, while making recommendations for continuous improvement. While not required for each Category, experience with labor unions and/or public agencies is encouraged.

Below is a representative list of services that may be requested under the contract. WTA does not guarantee any amount or specific type of work under an on-call type contract and reserves the right to add or delete portions of work assigned to the Contractor under this engagement.

All work must be performed in accordance with WTA practices, regulations, policies, procedures, and standards, as appropriate, and all applicable state and federal law.

**CATEGORY 1: General Services**

- a. Overall assessment of the HR tasks that should be completed by a public agency with approximately 300 employees. The majority of employees (approximately 260) are represented by the Amalgamated Transit Union, Local 843.
- b. Conduct review of WTA agency policies; provide recommendations for changes. May prepare policy changes for agency review.
- c. Review agency personnel files including file structure or organization to maintain compliance.
- d. Review agency job descriptions and recommend changes. For example, reviews for consistency across titles and duties, equity analysis, formatting, language usage, etc. May include job classification review Conduct job classification review (Exempt vs Non-Exempt Status).
- e. Technical assistance during any HR related procurements, or with other technical HR related tasks or needs as deemed necessary by WTA.

**CATEGORY 2: Employee Recruitment Process**

- a. Review current methods for advertising job postings, screening employees, conducting interviews and background checks, hiring, onboarding, and employee orientation. Make recommendations for modernizing and streamlining processes and practices.
- b. Participate in or lead recruitments as needed, including but not limited to Manager and Executive-Level searches.
- c. Assist with creating open position advertising, screening, interviewing, reference and background checks as needed.

**CATEGORY 3: Training and Organizational Development**

- a. Identify and recommend education and training opportunities for employees and leadership, such as anti-harassment, conflict management, supervisory skills, team building, organizational diversity, and employee coaching and counselling. May conduct the training.
- b. Advise on long-term organizational considerations, including recommendations on succession planning guidelines and policies. May conduct surveys, recommend policy, or perform other work to support organizational development or succession planning.

**CATEGORY 4: Employee & Labor Relations Programs**

- a. Consulting on personnel and interpersonal issues. May facilitate or mediate meetings or workshops.
- b. Review and advise on current internal personnel investigations. May act as an independent investigator if required.
- c. Analyzing and advising on the overall disciplinary process.

- d. Review and recommend improvements of existing programs; may conduct work to improve these programs (may include recommending or creating new or improved forms and process improvements as necessary). Examples include:
  - i. WTA's annual employee performance review process
  - ii. Onboarding
  - iii. Promotion
  - iv. Separation/termination
  - v. Exit interviews
- e. Conduct or support a variety of employee surveys. As needed, provide technical assistance during any related procurements.

## **2.C Engagement Process ("Task Order")**

WTA will assign project work to the Contractor through individual Task Orders with which the parties will specifically define and agree upon the scope of work including, deliverables, project cost, any applicable milestones and due dates, and expectations for the task. Once the Task Order is agreed on, WTA will issue a Purchase Order for the Contractor to bill against. All Task Orders shall be governed and subject to the Terms and Conditions of this RFP (Appendix A).

The procedures for any project and development of a Task Order shall be as follows:

1. WTA will issue a request to Contractor, defining the scope of the project the expected deliverables and required schedule. Contractor will have ten (10) business days to acknowledge receipt of request.
2. After receipt of request from WTA, Contractor will coordinate with WTA Staff to refine the scope, deliverables, and any other need prior to submitting a Proposal/Quote.
3. Once the scope and all other needs are understood, Contractor will submit a proposal to WTA. The Proposal/Quote shall include:
  - a. Contractor's final statement of work, including deliverables and appropriate work schedules.
  - b. Summary sheet of negotiated costs and fees.
  - c. If applicable, listing of any subconsultants with detailed cost breakdowns for each subconsultant.
  - d. Detailed lump sum total cost estimate.
4. WTA will review the Proposal for compliance with the Contract requirements and ensure the Proposal is complete and consistent with the understood scope of services and project needs, that personnel assigned are acceptable, and that all fees and costs proposed are appropriate. If the Proposal is acceptable to WTA, then the Request and Proposal, and any additional written terms and conditions for the project shall constitute the Task Order.
5. If required, WTA and Contractor will negotiate any exceptions identified in the Proposal or changes required to the scope of work, including the billing rates, profit, and fees. Contractor shall submit a revised Proposal after such negotiations are completed.

6. After receipt of an accepted Proposal, WTA will issue a Purchase Order. Contractor may commence work once the Purchase Order is received.

Contractor shall not be authorized to start work until issuance of a purchase order unless otherwise authorized by WTA's General Manager in writing. Only written approval of WTA's General Manager, or designee, authorizes work prior to issuance of a purchase order. In no case is work authorized prior to scoping and negotiations for the TOD.

Contractor shall designate a point-of-contact to coordinate all activities, and who shall have the authority to make commitments and decisions that are binding on the Contractor. Any changes to Contractor's personnel under the Contract or individually assigned project shall be subject to WTA's written approval.

## 2. C Contractor Performance Reviews

WTA may conduct a performance review of projects and the Contractor every twelve (12) months or upon project completion, at WTA's discretion<sup>1</sup>. These reviews shall be completed by WTA's Project Manager. 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 use the criteria below in its evaluations.

- **Communication**

Communicates regularly and openly with staff assigned to projects. This can be done face to face, via phone conferences, one-to-one, or group meetings. Consultants are visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Presentations and trainings are clear and well received. Verbal and written communication is concise and easy to understand to individuals not familiar with Human Resources requirements and terms. Tasks for all stakeholders are clearly defined.

- **Quality of Deliverables**

Completed projects accurately represent Task Order, follows milestones, and meets or exceeds proposed deadlines. Deliverables are timely, and are customized based on WTA's environment, needs, and culture. Contractor has a quality assurance process in place to reduce errors and ensure accuracy of information.

- **Interpersonal Skills with WTA Staff**

Effectively coordinates and cooperates in development, implementation, process, and programs with WTA staff. Actively engages stakeholders. Collaborates with all internal stakeholders and is conscious of how work flows intersect. Respectful of WTA culture, mission, vision, and values, as well as HR's culture, mission, vision, and values. Seeks feedback to improve relationships and improve stakeholder commitment towards quality deliverables.

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<sup>1</sup> 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

- **Third Party Interaction and Relationships**

Is courteous and mindful of WTA's existing and future relationships between vendors, current and potential employees. Cooperates with stakeholders while being mindful of WTA's needs and requirements. Assertive with WTA's needs and requirements while being respectful. Represents WTA appropriately at meetings and discussions.

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 and are subject to public disclosure after award, pursuant to Washington State’s Public Records Act, RCW Chapter 42.56, regardless of any designation by a Proposer that information contained in the proposal is “confidential.”

#### 3. A Procurement Schedule

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

Activity	Date – 2023
Procurement Request Released	October 16
Clarification Deadline	November 10 no later than 5:00 PM PST
Submissions Due	November 22 no later than 12:00 PM PST
*Finalist Interviews	Week of December 11
*Notice of Intent to Award	December 20
*Estimated Award Date	<b>January 4, 2024</b>

Questions pertaining to the RFP must be submitted via WTA’s procurement portal. WTA does not guarantee a response to questions submitted after 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 (BAFO). 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 scoring firms in each Category (competitive range) for a semifinal interview/presentation. WTA provides requirements of the interview when the interview is scheduled. 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 RFP 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 Proposers.
- 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 may be rejected when:

- It is late.
- Does not meet the formatting requirements outlined in Part 3.F.
- 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.
- Proposer 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 or contains unapproved 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 an addenda on Exhibit A.

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. Proposers may not substitute the experience of a subcontractor for their own.

- Recruitment experience including Management and Executive-level positions.

- Actively engaged in the business of providing HR consulting services and/or worked in the HR field for at least five (5) of the past seven (7) years.
- Demonstrated familiarity with Washington State employment and labor law for at least five (5) of the past seven (7) years.
- Have a State of Washington and all required local government business license(s), registrations, and endorsements<sup>2</sup>.
  - Alternatively, out of State Proposers must demonstrate an active business license and be in good standing within their State of organization. The awarded Proposer will be required to apply for proper business license and registrations within the State of Washington within five (5) business days of the Notice of Intent to Award and provide proof of application. Final licensing and registrations will be required as a condition of Contract execution. Failure to obtain proper licensing and registration within thirty (30) business days of Notice of Intent, or other timeline approved in writing by WTA, will result in revoking of the Contract Award and award to next highest scoring proposer (refer to RFP Part 4, Section G).
- Not be suspended or debarred with SAM.gov.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).

### 3. D Proposal Submission

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

**It is each Proposer's responsibility to ensure WTA has received his/her/its submission. WTA bears no responsibility for proposals that may be sent, but not received due to technical issues.**

WTA will reject submissions if they are completed entirely by hand and scanned into a PDF. Digital signatures are encouraged and preferred. Proposers may submit a wet signature, provided the remainder of the submission is typed.

Failure to include any of the requested information using the provided submission package in the required format will render the proposal non-responsive. Proposers will review Part 6 – Public Disclosure Law as they complete this portion. Marking a proposal, or portions of the proposal, as “confidential” or “proprietary” does not automatically exempt it from disclosure under the Washington State Public Records Act, RCW Chapter 42.36.

### 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 (i.e. phone calls, emails, or face to face).

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<sup>2</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 officers, employees, agents, or Board members 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.

### 3. F Submission Package Contents

Proposals will:

- ONLY use the provided submission package Exhibits.
  - Only answer questions using the Exhibits provided.
  - Resumes will be the only exception and will be limited to 2 pages each.
  - Do not change the color, font, or appearance of any exhibit.
  - Do not add specific firm branding, photos, graphics, logos or other changes to “customize” the look of the response.
- ONLY provide the information requested.
  - Do not include any non-related material including cover pages, table of contents, letter of interest, separate appendices, etc.
- Single spaced and no columns, Minimum twelve (12) point font.
- No more than five (5) single sided pages (ten (10) pages total) per Category. Resumes will only be two (2) pages each and will not count against the page limitation unless it is over two (2) pages.
- Not be completed by hand, with the exception of any signatures. Signatures may also be completed digitally.

Marketing materials, alternate and unapproved agreements, and any other information not requested will count against the page limit. Proposers will not add any WTA email address to its general marketing emails.

Firms will indicate on Exhibits C and F which category from Part 2 Section B (Technical Requirements & Scope of Work) they are proposing and complete a separate Exhibit C and Exhibit F for each category being proposed.

Failure to include any of the requested information using the provided submission package in the required format may render the proposal non-responsive. Proposers will review Part 6 – Public Disclosure Law as they complete this portion. Marking a proposal, or portions of the proposal, as “confidential” or “proprietary” does not automatically exempt it from disclosure under the Washington State Public Records Act, RCW Chapter 42.36.

Firms will not have a financial or other interest in any service, material and equipment companies that are incorporated into any project or sub-contractors that are recommended for work. Should WTA discover a firm received any benefit from the recommendation and selection of a sub-contractor, good, material, or equipment, WTA will immediately terminate the contract for breach (Section 3.F, Conflict of Interest). Final

recommendations that require the use of any Proposer owned product or subsidiary, or otherwise condition WTA's execution of any future work so the Contractor is guaranteed the follow-on work will automatically render the Contractor ineligible for any additional work.

### 3. G 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. H Addenda

Should questions or clarifications be deemed significant enough to affect received proposals, WTA will issue an Addenda. Addenda will be issued to all proposers listed as "Interested Parties/Respondents" in the solicitation posted on WTA's portal. Addenda will also be posted as a separate file. It is the Proposers responsibility to ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

### 3.1 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>3</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:

- 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.

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<sup>3</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.

- 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. J Inter-local Purchasing**

To the extent allowed, 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. K 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 (Section 3.A above). 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 RFP 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. L Disadvantaged Business Enterprise, Small Business Enterprise, Women Owned Business Enterprise, Minority Owned Business Enterprise, Veteran Owned 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](http://www.omwbe.org) or other Unified Certifying Program (UCP) under 49 CFR 26.

## Part 4 – Proposal Evaluation

### 4. A Evaluation Procedures

WTA intends to award at least one (1) Consultant per category as outlined in 2.B above. Each proposal will be reviewed and scored based on the below criteria for each category. Firms will indicate on Exhibits C and F which category from Part 2 Section B (Technical Requirements & Scope of Work) they are proposing and complete a separate Exhibit C and Exhibit F for each category being proposed.

Each category submission will be separately evaluated as follows for each Category being proposed:

Procurement will initially review proposals against the following criteria. Proposals that do not receive 2 “Pass” scores will not be reviewed further.

Factor	Score
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Proposal Package Submission (3.E)	Pass/Fail
Cost	5
<b>Total points possible</b>	<b>5</b>

Pricing score is calculated using the following normalizing formula. The lowest lump sum cost in each Category receives the highest score.

$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$ .  
The score for pricing will not be averaged or multiplied over the number of evaluators. Pricing scores will be extended two decimal places as a means to differentiate.

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

Factor	Points
Qualifications and Relevant Experience	25
Technical Capability, Approach & Capacity	20
Communication, Customer Service, and Training	35
Performance and Quality Assurance	20
<b>Total possible per evaluation member</b>	<b>100</b>

Evaluator scores are in whole numbers only or rounded down (e.g. evaluator scoring an 3.5 will round to 3). 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 405 points in this example.*

1. The top proposals (Competitive Range) in each Category may be invited for interviews.
2. A member of the Evaluation Committee and/or the Procurement Department may check references of the proposals in the Competitive Range and share them with the evaluation committee.
3. Proposals and interview results are re-scored against the Evaluation Factors based on information provided by interviewees. Price will be recalculated based on the number of proposals in Competitive Range for each Category.
4. 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.
5. The highest scoring Proposer will be selected. Nothing in this request obligates WTA to award a contract to the lowest cost Proposer, or any Proposer.

Should the top two (2) proposals within a single Category have a final score within 5 points of each other, they are considered comparative equals. WTA may require best and final offers (BAFO) or use another method of breaking a tie. The Evaluation Committee will review submitted tie breakers against all of the evaluation factors above and render a final score. Alternatively, WTA may choose to award both proposals.

#### **4. B Single or No Proposer**

In the event that only one proposal is received for a Category or in response to this RFP, 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.

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

#### **4. C Evaluation Criteria**

The Evaluation Team will review Exhibit C and Exhibit F responses against the following criteria.

#### **4. C.1 Qualifications & Relevant Experience**

The evaluation team will review the information provided to determine the qualifications and experience of the Proposer and relevant staff and any sub-Consultants in performing Categories within the Scope of Work. WTA is looking for Proposers that will partner with WTA staff and stakeholders. The Proposal clearly demonstrates a comprehensive understanding of Human Resources requirements and themes. The Proposer effectively communicates an understanding of the HR nuances within public entities and/or labor union.

#### **4.C.2 Technical Capability, Approach and Capacity**

Proposal clearly demonstrates a comprehensive capability of conducting service requested in the respective Category. Breadth of service is broad and includes other facets WTA may utilize during the contract. Plans for executing the services requested are clear and show consideration for planning, execution and close out. Submission Package followed requirements for formatting and page limits.

Should interviews be conducted, the Evaluation Team will be evaluating interviewed Consultant(s) on the above, as well as their ability to effectively outline their approach to providing a wide range of services while being flexible and adaptable to a changing environment.

#### **4. C.3 Communication, Customer Services, and Training**

The proposal is professional, clear, easy to understand, and free of errors. Proposing firm details education and training to remain knowledgeable in this industry. Customer satisfaction has elements that imply constant and frequent improvement. Proposer clearly outlines ongoing relevant training for self and/or assigned employees. Effective communication skills for individuals at all levels are an important and valuable part to this contract.

Should interviews be conducted, the Evaluation Team will be evaluating interviewed Consultant(s) on the above as well as the Consultant(s) ability to communicate effectively, succinctly, and enthusiastically.

#### **4. C.4 Performance and Quality Assurance**

References and previous projects are relevant and similar in size to WTA. At least one reference demonstrates experience with a labor union and/or public agency. Provided customer feedback demonstrates an attention to detail and reflects a drive for customer satisfaction. Proposer lacks any contracts that were terminated for default or other reason other than natural expiration. Any time extensions were for reasons outside of the Proposer's control.

#### 4. C.5 Cost

To equally evaluate pricing across proposers, WTA will calculate a lump sum “cost” for the specific job classifications (or closest matching classification) and hypothetical total hours for each Category. Firms will indicate which category from the Scope of Work they are proposing. Complete one (1) separate Exhibit C: Price Proposal for EACH category.

#### 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. This includes, but is not limited to:

- Demonstration that there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Possession of 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.
- Demonstration that Proposer is skilled and regularly engaged in the general class or type of work called for under the contract.
- Demonstration that Proposer has performed satisfactorily on other contracts of like nature, magnitude, and comparable difficulty, and at comparable rates of progress.

To establish Proposer’s responsibility, WTA will review all material submitted with a proposal. WTA may also independently 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/its 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 BAFOs according to the same requirements and criteria as the initial proposal. WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFOs. 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 selects 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 endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>4</sup>.

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

A ninety (90) day trial period applies to all contracts awarded by this solicitation. During the trial period, Contractors must successfully perform all assigned projects. Failure to perform may cause immediate cancellation of the contract. If a dispute occurs as to the acceptability of a product or service, WTA's decision shall prevail. WTA will only pay for work performed pursuant to an authorized work order and prior to contract termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next lowest responsible Proposer who. Any new award shall also be subject to a trial period.

#### **4. H All or Nothing Award**

"All or nothing" Proposals are not acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the services proposed, and must be willing to share the business with any other successful Proposers for the awarded Category. WTA may award contracts to multiple Proposers supplying comparable services, also known as a

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



multiple award schedule, or award the contract to a single Proposer. WTA's decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

## 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 Proposals, 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 sole discretion, extend the Contract in renewal terms that it determines to be in WTA's best interest. The total contract term, including renewals, shall not exceed 6 years.
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: Contractor will invoice WTA no later than the 15<sup>th</sup> of each month. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Invoices for the previous year must be submitted no later than January 15<sup>th</sup>. WTA will refuse payment for previous year invoices submitted past this date.

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 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 Contractor.

### 5. B Travel Costs

Any travel will be pre-authorized by WTA in writing. 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. D. Duty to Inform**

If at any time during the performance of this Contract, the Contractor becomes aware of any nonconformance with any contract document, Federal, state, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to WTA's Procurement & Contracts Manager.

#### **5. E Service and Performance Standards**

1. *Services*, as used in this clause, includes all services performed, workmanship, and material furnished or used in performing services.
2. The Contractor shall provide and maintain a quality assurance system acceptable to WTA covering the services performed under this Contract. Complete records of any quality assurance performed by the Contractor shall be maintained and made available to WTA during the contract term and for six (6) years<sup>5</sup> following termination of the contract.
3. WTA has the right to inspect and test any and all services called for by the Contract to the extent practicable at all places and times during the term of the Contract.
4. WTA shall perform inspections and tests in a manner that will not unduly delay the work.
5. If any of the services performed do not conform with Contract requirements, WTA may require the Contractor to perform the services again in conformity with Contract requirements, for no additional cost. When the defects in services cannot be corrected by performance, WTA may:
  - i. require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - ii. reduce any money payable under the Contract to reflect the reduced value of the services performed.
6. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, WTA may:
  - i. by Contract or otherwise, perform the services and reduce any amounts payable by an amount that is equitable under the circumstances; or
  - ii. terminate the Contract for default.

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<sup>5</sup> State of Washington, Local Government Common Records Retention Schedule, GS50-01-11

## **5. F Insurance Requirements**

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurance requirements can be found in Appendix A – Contract Terms & Conditions.

The insurance requirements do not limit the Contractor’s liability for damages resulting from performance.

## **5. G Subcontractors**

Contractor shall perform at least 80% of the work within 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, it shall submit the following documents:

- Proof of compliance with the insurance requirements listed in Appendix A or proof of inclusion in the Prime Contractor’s insurance
- Proof that all individuals performing services are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

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, of 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. H Economic Price Adjustments**

Beginning on the one-year anniversary of the contract, WTA may consider a rate adjustment if requested by the Contractor in writing thirty (30) days prior to contract anniversary. Contract price decreases and increases will be calculated using the CPI-U with the following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA

- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

The increase allowed will be the difference between the current contract year and the previous year. 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 30 days of receipt of the request. If approved, a rate increase shall take effect 30 days after approval.

### **5.1 Limitations of Liability**

WTA reserves the right to challenge the enforceability of 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 under 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 Proposer’s 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 constitutes Proposer’s 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 Cover Sheet (Exhibit A)
- Proposer Information (Exhibit B)
- Price Proposal (Exhibit C)
- Conflict of Interest Statement (Exhibit D)
- Debarment and Compliance Statement (Exhibit E)
- Proposal Response (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 Completed Submission Package
- Executed Contract
- Task Orders/Purchase Orders

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

Failure to include any of the requested information using the provided submission package in the required format will render the proposal non-responsive. Proposers shall review Part 6 – Public Disclosure Law as they complete this portion. Marking a proposal, or portions of the proposal, as “confidential” or “proprietary” does not automatically exempt it from disclosure under the Washington State Public Records Act, RCW Chapter 42.36.