



OLYMPIA, WASHINGTON

---

**REQUEST FOR PROPOSALS  
PROJECT 1740**

**GENERAL LEGAL SERVICES**

---

**REQUEST FOR PROPOSALS (RFP) RELEASE DATE:**  
November 14, 2017

**PRE-PROPOSAL MEETING:**

Date: November 29, 2017  
Time: 1:00p.m. Pacific Time (PT)  
Location: 526 Pattison Street SE, Olympia, WA 98501

**QUESTION/CLARIFICATION DEADLINE:**

Date: November 30, 2017 **no later than**  
Time: 3:00p.m. (PT)

**PROPOSAL DUE DATE AND TIME:**

Date: December 11, 2017 **no later than**  
Time: 1:00p.m. (PT)

**CONTACT PERSON:**

Jeff Peterson  
Procurement Coordinator  
(360) 705- 5878  
[jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)

---

**LEGAL ADVERTISEMENT**

---

**REQUEST FOR PROPOSALS  
GENERAL LEGAL SERVICES**

**INTERCITY TRANSIT  
PROJECT 1740**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing general legal counsel services.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 1740 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional Pre-Proposal Meeting will be held on November 29, 2017 at 1:00p.m. (PT) at Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501.

Proposals are due no later than December 11, 2017, 1:00p.m. (PT).

Please contact Jeff Peterson, Procurement Coordinator, by phone at (360) 705-5878 or email at [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com) with any questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, veterans, and small businesses. All businesses are encouraged to apply.

The requested services will be funded by local funds.

###

PUBLISHED IN:     The Olympian  
                          Daily Journal of Commerce  
                          Washington's Electronic Business Solution (WEBS)  
                          Office of Minority and Women's Business Enterprises (OMWBE)

**TABLE OF CONTENTS**

---

**SECTION 1 - INTRODUCTION..... 6**

**1.1 BACKGROUND AND STATEMENT OF PURPOSE .....6**

**1.2 OVERVIEW OF PROPOSER QUALIFICATIONS .....6**

**1.3 FUNDING .....6**

**1.4 CONTRACT AWARD .....7**

**1.5 CONTRACT TERM.....7**

**SECTION 2 - GENERAL INFORMATION..... 8**

**2.1 PROCUREMENT COORDINATOR .....8**

**2.2 ANTICIPATED PROCUREMENT SCHEDULE.....8**

**2.3 PRE-PROPOSAL MEETING .....8**

**2.4 SOLICITATION DOCUMENT AVAILABILITY.....9**

**2.5 EXAMINATION OF DOCUMENTS .....9**

**2.6 QUESTIONS AND CLARIFICATION REQUESTS.....9**

**2.7 SOLICITATION STANDARDS .....10**

**2.8 CONTRACT TERMS .....10**

**2.9 INCORPORATION OF DOCUMENTS INTO CONTRACT .....10**

**SECTION 3 - SCOPE AND SPECIFICATIONS..... 11**

**3.1 GENERAL STATEMENT.....11**

**SECTION 4 - SOLICITATION STANDARDS..... 12**

**4.1 DEFINITIONS.....12**

**4.2 AMENDMENTS AND ADDENDA.....13**

**4.3 COLLUSION.....13**

**4.4 SUSTAINABILITY COMMITMENT .....13**

**4.5 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL  
RESOURCES PRESERVATION .....13**

**4.6 INSURANCE .....14**

**4.7 MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS  
ENTERPRISES.....14**

**4.8 NO COSTS OR CHARGES .....14**

**4.9 NO OBLIGATION TO CONTRACT .....15**

**4.10 POLICY COMPLIANCE.....15**

**4.11 PROJECT PERSONNEL .....15**

**4.12 PROPOSAL CLARIFICATION.....15**

**4.13 PROPOSAL COSTS .....15**

**4.14 PROPOSAL DEADLINE POSTPONEMENT .....15**

**4.15 PROPOSAL OWNERSHIP .....15**

**4.16 PROPOSAL REJECTION .....16**

**4.17 PROPOSAL WITHDRAWAL OR MODIFICATION.....16**

**4.18 PROPRIETARY OR CONFIDENTIAL INFORMATION .....17**

4.19 PROTEST PROCEDURES .....	17
4.20 SINGLE PROPOSAL RECEIVED .....	18
SECTION 5 - PROPOSAL SUBMITTALS .....	19
5.1 SUBMITTAL INSTRUCTIONS.....	19
5.2 LATE PROPOSALS .....	19
5.3 PROPOSER RESPONSIVENESS .....	20
SECTION 6 - EVALUATION AND AWARD.....	21
6.1 OVERVIEW.....	21
6.2 OVERVIEW OF THE AWARD PROCESS .....	21
6.3 EVALUATION PROCESS .....	21
6.4 CONTRACT TERMS AND NEGOTIATIONS .....	23
6.5 EXECUTION OF CONTRACT.....	23
6.6 POST AWARD MEETING .....	23
SECTION 7 - SUBMITTAL DOCUMENTS.....	24
7.1 SUBMITTAL INSTRUCTIONS.....	24
7.2 COVER LETTER .....	24
7.3 PROPOSER INFORMATION .....	25
7.4 SUBCONTRACTOR INFORMATION.....	26
7.5 QUALIFICATIONS AND PRICE QUESTIONNAIRE .....	27
7.6 REFERENCES .....	30
7.7 CERTIFICATION AND RESTRICTIONS ON LOBBYING .....	31
7.8 PROPOSER ACKNOWLEDGEMENTS.....	32
SECTION 8 - SAMPLE CONTRACT .....	34
1. RECITALS .....	34
2. PURPOSE .....	34
3. SCOPE OF WORK AND SPECIFICATIONS .....	34
4. TIME OF COMMENCEMENT.....	35
5. COMPENSATION AND METHOD OF PAYMENT.....	35
6. BILLING PROCEDURES .....	35
7. FIRM COMMITMENTS.....	35
8. PRIMARY POINTS OF CONTACT .....	35
9. CHANGES.....	36
10. INDEPENDENT FIRM RELATIONSHIP.....	36
11. NON-EXCLUSIVE PROVIDER.....	36
12. ASSIGNMENT .....	37
13. HOLD HARMLESS AND INDEMNIFICATION .....	37
14. INSURANCE .....	38
15. TREATMENT OF ASSETS .....	39
16. COMPLIANCE WITH LAWS.....	39
17. POLITICAL ACTIVITY PROHIBITED.....	40
18. PROHIBITED INTEREST .....	40

19. NONDISCRIMINATION .....	40
20. GRATUITIES AND KICKBACKS .....	41
21. LIENS, CLAIMS AND ENCUMBRANCES.....	41
22. MAINTENANCE AND INSPECTION OF RECORDS.....	41
23. DISPUTES .....	41
24. TERMINATION.....	42
25. WAIVER OF REMEDIES FOR ANY BREACH .....	42
26. WAIVER .....	43
27. NOTICE .....	43
28. ATTORNEYS FEES AND COSTS .....	43
29. DISADVANTAGED BUSINESS ENTERPRISES.....	43
30. JURISDICTION .....	44
31. SEVERABILITY.....	44
32. PROMPT PAYMENT .....	44
33. ORDER OF PRECEDENCE.....	44
34. ENTIRE CONTRACT .....	45
35. APPROVAL.....	45

## SECTION 1 - INTRODUCTION

---

### 1.1 BACKGROUND AND STATEMENT OF PURPOSE

Intercity Transit (Transit) is a Washington State Municipal Corporation organized under RCW 36.57 and is responsible for providing public transportation services primarily in the Thurston County region since 1981. Our agency currently serves a district of approximately 179,000 people in an area of approximately 100 square miles. Our fixed route and paratransit revenue fleet consists of 71 coaches and 35 paratransit vehicles. Funding to operate is derived from local sales tax, federal grants, state grants, and fares. For more information about Intercity Transit please visit:

<https://www.intercitytransit.com/agency/plans-publications-fact-sheets>.

Transit is seeking proposals from law firms and individual licensed attorneys to serve as General Legal Counsel.

Services to be provided shall include general duties attendant to representation of Transit. General duties attendant to representation of Transit include, but not be limited to: legal advice, research, preparation and review of documents, representation in court and administrative proceedings, representation in regard to selected personnel matters, and attending board meetings, other public meetings and/or hearings as needed.

Transit anticipates retaining specialized legal counsel as needs arise. Although Transit shall be responsible for determining when outside legal assistance is required, the person/firm in this position may be expected to assist in the selection of, and to coordinate with, other legal counsel so retained. The person/firm selected for this project will be required to have an office location that allows for timely in person interactions with Transit staff.

### 1.2 OVERVIEW OF PROPOSER QUALIFICATIONS

The selected firm is expected to:

1. Have substantial knowledge and experience in the interpretation of both federal and state laws as they relate to municipal corporations, in particular Public Transportation Benefit Areas under RCW 36.57A.
2. Have substantial experience working with public agencies with an annual budget range of \$60 million to \$100 million.
3. Have recent experience in all aspects of contract and municipal law.
4. Have experience in the area of personnel, to include but not limited to Title VI and Title VII complaints and responses.
5. Have knowledge of funding, purchasing, and grants administration regulations of Washington State and the U.S. Department of Transportation, Federal Transportation Administration.
6. Have a current membership in the Washington State Bar.

### 1.3 FUNDING

Local funds are allocated to pay for general legal services. Federal funds are not used to pay for legal services.

**1.4 CONTRACT AWARD**

Transit intends to award a contract for general legal services to the responsive, responsible, firm determined to be the most advantageous to Transit.

The award is to be a firm fixed priced contract based on hourly rates and not to exceed hours based on specific tasks assigned during the contract term. Travel is not anticipated for general legal services. Travel costs will be negotiated if required during the term of the contract.

**1.5 CONTRACT TERM**

The initial term of the Contract resulting from this RFP will be for one (1) year from April 1, 2018 or date of execution, whichever is later. The Contract may be extended for four (4) additional one (1) year terms. The total Contract term will not exceed five (5) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered at the sole discretion of Transit and will be subject to written mutual agreement.

## SECTION 2 – GENERAL INFORMATION

---

### 2.1 PROCUREMENT COORDINATOR

All questions and communication concerning this Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

**Procurement Coordinator:** Jeff Peterson  
**Email Address:** [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)  
**Phone:** 360-705-5878  
**Address:** Intercity Transit  
526 Pattison Street SE  
Olympia, WA 98501

### 2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-Proposal date or Proposal Due Date and Time on Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	November 14, 2017
Pre-Proposal Meeting	November 29, 2017 – 1:00p.m.
Questions and Requests for Clarifications Due	November 30, 2017 – 3:00p.m.
Proposal Due Date and Time	December 11, 2017 – 1:00p.m.
Evaluations Begin	December 12, 2017
Anticipated Interviews	January 2018
Anticipated Contract Award Date	February 2018
Anticipated Contract Start Date	April 1, 2018

### 2.3 PRE-PROPOSAL MEETING

Transit will host an optional Pre-Proposal Meeting visit at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend in person or teleconference (contact Procurement Coordinator to coordinate teleconference). This meeting will provide prospective Proposers an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [WEBS](#).

**Pre-Proposal Meeting Date:** November 29, 2017  
**Pre-Proposal Meeting Time:** 1:00p.m. (PT)  
**Pre-Proposal Meeting Location:** Intercity Transit Administration Facility  
526 Pattison Street SE  
Olympia, WA 98501

## **2.4 SOLICITATION DOCUMENT AVAILABILITY**

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or [WEBSCustomerService@des.wa.gov](mailto:WEBSCustomerService@des.wa.gov) if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

## **2.5 EXAMINATION OF DOCUMENTS**

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP.

## **2.6 QUESTIONS AND CLARIFICATION REQUESTS**

Proposer questions and/or requests for clarification regarding this RFP will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFP. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

## **2.7 SOLICITATION STANDARDS**

The Solicitation Standards information is included in Section 4.

The Solicitation Standards contain important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. Proposers do not need to attach this document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

## **2.8 CONTRACT TERMS**

A Sample Contract has been included in Section 8. Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during the procurement process or negotiation of the final Contract.

## **2.9 INCORPORATION OF DOCUMENTS INTO CONTRACT**

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract.

## SECTION 3 – SCOPE AND SPECIFICATIONS

---

### 3.1 GENERAL STATEMENT

Transit is seeking an experienced and qualified firm to act as General Counsel to Intercity Transit and the Intercity Transit governing Authority. General Counsel will provide advice and interpretation of municipal corporation law as it applies to Intercity Transit. Such information may involve federal laws as well as state and local statutes and ordinances.

The typical duties of the firm include, but are not limited to, the following:

1. Provide general legal advice.
2. Represent the Agency in litigation.
3. Maintain knowledge of issues and current case law affecting Intercity Transit and be prepared to offer legal opinions.
4. Contracts - as needed prepare, review, consult and approve to form.
5. Authority action - review and approve agendas and other legislative documents.
6. Purchasing - participate in and recommend appropriate purchasing actions.
7. Grants - assist agency in federal and state grant process and annual reporting requirements.
8. Work with other assigned contract counsel.
9. Attend work sessions and meetings with Authority and staff as required.
10. Review public records requests.

Specific duties the firm will be expected to do include, but is not limited to, the following:

1. Attend meetings of the Intercity Transit Authority (regular meeting is presently the first and third Wednesday of the month at 5:30 p.m.).
2. Review and approve, as necessary, actions to be considered by the Intercity Transit Authority.
3. Report to the General Manager and receive assignments from the General Manager or delegate. Chairperson of the Intercity Transit Authority may also contact the General Counsel with own inquiries, and Counsel is authorized to respond to those inquiries.
4. Confirm and execute annual Certifications and Assurances and related USDOT funding terms that require agency Legal Counsel Approval.

Intercity Transit reserves the right on a specific-case basis to use alternate counsel. The firm will not be expected to perform:

1. Tort Liability or
2. Bond Counsel

## SECTION 4 - SOLICITATION STANDARDS

---

### 4.1 DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Intercity Transit.

<b>Agency</b>	Intercity Transit (Transit).
<b>Amendment or Addendum</b>	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
<b>Authorized Representative</b>	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
<b>Business Days</b>	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
<b>Calendar Days</b>	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days will prevail.
<b>Contract</b>	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
<b>Firm</b>	Any person having a contract with Intercity Transit.
<b>Procurement Coordinator</b>	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
<b>Proposal</b>	A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP) or Request for Qualifications (RFQ).
<b>Proposer</b>	A Vendor who submits a Proposal in reply to a Solicitation.
<b>RCW</b>	Revised Code of Washington
<b>Responsible</b>	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the Contract.
<b>Responsive</b>	A Proposal that meets all material terms of the Solicitation document.
<b>Response</b>	A Proposal submitted by the due date and time identified in the solicitation.

<b>Solicitation</b>	The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.
<b>Subcontractor</b>	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Firm.
<b>Vendor</b>	A provider of materials, supplies, services, and/or equipment.

**4.2 AMENDMENTS AND ADDENDA**

Transit reserves the right to amend this Solicitation at any time before the Proposal due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All Addenda will be posted on [Washington’s Electronic Business Solution](#) (WEBS). It is the Proposer’s sole responsibility to check periodically for Addenda related to this Solicitation.

**4.3 COLLUSION**

If Transit determines that collusion has occurred among Proposers, none of the Proposals of the participants in the collusion will be considered. Transit’s determination shall be final.

**4.4 SUSTAINABILITY COMMITMENT**

Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Our Environmental and Sustainability Policy directs all employees including those working our behalf of Transit to be in compliance with all environmental laws and regulations, policy communication, pollution prevention, incorporation of sustainability practices in all operations, and maintaining an ISO14001 Certified Environmental and Sustainability Management System ([ESMS](#)).

Transit is committed to implementing core processes which set the basis for environmental, social, and economic sustainability. Transit administers these practices on an ongoing basis with a commitment to continual improvement. Should the resulting contract impact Transit’s sustainability commitments, Proposers may be required to provide relevant information about the goods or services being procured. Proposers may also be required to validate their ability to comply with Transit’s environmental management and sustainability practices.

**4.5 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION**

The Successful Proposer will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention

of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

#### **4.6 INSURANCE**

The Successful Proposer is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Proposer or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Proposers will find a complete description of the specific insurance requirements in the Sample Contract document located in Section 8.

#### **4.7 MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES**

Intercity Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

#### **4.8 NO COSTS OR CHARGES**

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Proposer.

#### **4.9 NO OBLIGATION TO CONTRACT**

This Solicitation does not obligate Transit to contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

#### **4.10 POLICY COMPLIANCE**

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The Awarded Firm is responsible to ensure that all employees and any Subcontractors assigned to work on Transit property are aware of and comply with these policies.

#### **4.11 PROJECT PERSONNEL**

Proposer represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Proposer, its employees, agents, representatives, or authorized Subcontractors. Upon Contract award, the successful firm will not change assigned project personnel or subcontractors without prior Transit approval.

#### **4.12 PROPOSAL CLARIFICATION**

Transit will make the sole determination of clarity and completeness in the Proposals relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Proposers to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

#### **4.13 PROPOSAL COSTS**

Proposer is solely liable for any and all costs associated with preparing, submitting or presenting a Proposal in response to this Solicitation. Transit is not liable for any cost incurred by the Proposer in the process of responding to this Solicitation.

#### **4.14 PROPOSAL DEADLINE POSTPONEMENT**

Transit reserves the right to postpone the Proposal due date and time at any time prior to the set due date and time.

#### **4.15 PROPOSAL OWNERSHIP**

All Proposals and materials submitted in response to this Solicitation will become the property of Transit. Information in each Proposal will be shared with Transit employees and other persons involved in Proposal evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

#### **4.16 PROPOSAL REJECTION**

Transit reserves the right to reject any Proposal for any reason including, but not limited to, the following:

- A. Any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Proposal which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Proposal from Proposer(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Proposal for which a Proposer fails or neglects to complete and submit any qualification information within the time specified by Transit; and
- E. Any Proposal submitted by a Proposer who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Proposals, to waive any minor irregularities or informalities (without obligation) in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Proposal, the Proposer waives and releases any claims against Transit arising from rejection of any or all Proposals.

#### **4.17 PROPOSAL WITHDRAWAL OR MODIFICATION**

A modification of a Proposal already received will be considered only if the modification is received prior to the Proposal due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. Notwithstanding the above, a late modification of an otherwise successful Proposal that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Proposers may withdraw their Proposal by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Proposal due date and time. Proposals may be withdrawn in person by the Proposer or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Proposal before the Proposal due date and time.

No Proposer may withdraw a Proposal after the Proposal due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Proposal due date and time. Transit reserves the right to request that Proposers grant an extension of such effective period.

Transit will not give consideration to a claim of error in a Proposal unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Proposal opening. Any review by Transit of a Proposal and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Proposal errors rests with the Proposer.

#### 4.18 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Proposals or the number of Proposals received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in Proposals is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include data in their Proposals which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Proposer desires to claim as proprietary in the Proposer Information section of the Proposal Submittal Document titles "Proprietary or Confidential Information".

#### 4.19 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

- A. **Right to Protest.** Any actual or prospective Proposer, including sub-Firms and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFP shall be submitted in writing to the Intercity Transit General Manager prior to the established Proposal due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Proposal date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Days following the receipt of the General Manager's written determination will not be accepted.
- B. **Stay of Procurements During Protests.** In the event of a timely protest, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Proposer should have been awarded the Contract under the solicitation, but is not, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
  1. The name and address of the aggrieved person;
  2. The project number and title under which the protest is submitted;
  3. A detailed description of the specific grounds for protest and any supporting documentation; and
  4. The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit  
Attention: General Manager  
526 SE Pattison Street  
Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, the Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

#### **4.20 SINGLE PROPOSAL RECEIVED**

If Transit receives a single responsive, responsible Proposal, Transit shall have the right, in its sole discretion, to extend to the Proposal acceptance period for an additional forty-five (45) Calendar Days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Proposal. Transit reserves the right to reject such Proposal or any portion thereof.

## SECTION 5 – PROPOSAL SUBMITTALS

---

### 5.1 SUBMITTAL INSTRUCTIONS

Proposer must submit a Proposal in the following manner:

**A. Proposal:** Proposer must complete and submit all submittal documents noted herein, as their Proposal. Four (4) hard copy and one (1) electronic copy of the Proposer’s complete Proposal must be received by Intercity Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Proposal is to be typed and submitted on 8.5” x 11” white paper in a bound format that allows the pages to lie fully flat when open.
2. *Electronic Copy:* The electronic copy Proposal is to be submitted on a USB flash drive or CD-RW/CD-ROM, labeled with the RFP number and Proposer’s name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.

**B. Delivery of Proposal:** The Proposal must be delivered as follows:

1. Enclose the hard copy and electronic copy of the Proposal together in a single envelope or container and label as follows:

**Intercity Transit  
Project 1740 – General Legal Services  
Attn: Jeff Peterson  
526 Pattison Street SE  
Olympia, WA 98501**

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Proposal due date and time. The telephone number for shipping purposes is (360) 705-8585.

**C. Time of Receipt:** Time of receipt will be determined by the date and time the Proposal is received by Transit’s Administrative Office Receptionist. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery.

Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Proposal, the electronic copy will prevail.**

### 5.2 LATE PROPOSALS

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit’s Administrative Office Receptionist.

### **5.3 PROPOSER RESPONSIVENESS**

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

## SECTION 6 – EVALUATION AND AWARD

---

### 6.1 OVERVIEW

Proposals submitted for the General Legal Services will be evaluated and only those firms determined to be responsive and responsible will advance. The responsive responsible Proposer for the project that is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit’s final approval as to whether they meet all RFP requirements.

### 6.2 OVERVIEW OF THE AWARD PROCESS

The successful Proposer, if any, will be the responsive, responsible, qualified Proposer who’s Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer.

Transit may be required to make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

The scores for each Proposal will be assigned a relative value of importance for each scored section as follows:

#### **PHASE 1 EVALUATION – QUALIFICATIONS AND PRICE**

<b>No.</b>	<b>Criterion</b>	<b>Max Points</b>
1.	Current Experience, Expertise, and Knowledge in General Legal Services	90 points
3.	Reliable, Prompt, Accurate General Legal Advise	80 points
6.	Public Transit Experience	70 points
7.	Pricing	60 points
<b>Total Possible Phase 1 Points:</b>		<b>300 Points</b>

#### **PHASE 2 EVALUATION – INTERVIEWS (OPTIONAL)**

<b>No.</b>	<b>Criterion</b>	<b>Max Points</b>
1.	Interview	100 points
<b>Total Possible Phase 2 Points</b>		<b>100 Points</b>

### 6.3 EVALUATION PROCESS

#### **1. Initial Determination of Responsiveness (pass/fail)**

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether Proposer's Response meets the Responsiveness criteria as set forth within this document. If all Responses are determined to be Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

Only Responses that pass the Initial Determination of Responsiveness review will advance based on the requirements in this Solicitation.

**2. Phase 1 Evaluation – Qualifications and Price (scored)**

Evaluators will evaluate and score each element in Phase 1 except for pricing. The Procurement Coordinator will score pricing and tabulate the evaluation team's scoring. Transit will calculate a single score for Phase 1 which Transit will use to determine the award or to determine which Proposer(s) will advance to Phase 2. There are a maximum of **300 points** available for the Qualifications and Price Questionnaire.

**3. Phase 2 Evaluation - Interview (scored) (Optional)**

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. If so, Transit will request the authorized representative and key project staff of the top-scoring Proposer(s) from Phase 1 to attend the interview at an agreeable date and time. Phase 2 scoring will be used exclusively throughout the remainder of the RFP evaluation process to determine the Successful Proposer. There are a maximum of **100 points** available for the interview. Commitments made by the Proposer during the interviews, if any, will be memorialized and considered binding.

**4. Best and Final Offer (Optional)**

Transit reserves the right to enter into a Best and Final Offer (BAFO) process with the top ranking Proposer(s) in Phase 2 if determined to be in the best interest of Transit. In so doing, Transit will schedule a meeting with the Proposer(s) to provide additional clarification about the project which the Proposer may consider in deciding whether or not to submit a BAFO. Afterwards, if a BAFO is received, the Evaluators may use this information to adjust and finalize the Proposer's Phase 2 score.

**5. References (pass/fail) (Transit Review is Optional)**

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation to determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

**6. Evidence of Qualification (pass/fail)**

Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and

on-site inspection of Proposer's or Proposer's Subcontractor's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer.

Transit will make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

#### **6.4 CONTRACT TERMS AND NEGOTIATIONS**

The objective of negotiations is to reach agreement on all provisions of the proposed Contract. To assist in the negotiations, a Sample Contract is included in Section 8.

#### **6.5 EXECUTION OF CONTRACT**

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Firm.

#### **6.6 POST AWARD MEETING**

The Awarded Firm may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

## **SECTION 7 – SUBMITTAL DOCUMENTS**

---

### **7.1 SUBMITTAL INSTRUCTIONS**

Proposer must properly complete and submit all sections of this RFP Submittal Document as their Proposal by the Proposal Due Date and Time.

The Proposal must include all completed sections as listed below:

1. Cover Letter
2. Proposer Information
3. Subcontractor Information
4. Qualifications and Price Questionnaire
5. References
6. Proposer Acknowledgements

Proposer will submit their complete Proposal in accordance with Section 4, Proposal Submittals, of the RFP document.

### **7.2 COVER LETTER**

Submit a cover letter introducing the proposer and establishing interest in serving as Transit's general legal counsel services. An individual authorized to commit the resources of the proposing firm must sign the letter.

The Cover Letter is to include, at a minimum, the following information about the Proposer and any proposed Subcontractors:

1. Identify the proposing firm or firms. If submitting as a team or joint-venture, identify the lead (responsible) party.
2. Clear statement(s) of the contractual relationship between the participating firms listed in Item 1 above.
3. Name, address, and telephone number of the individual who will represent the Proposer(s) during contract negotiations with Transit.
4. A brief introduction of the proposing firm and key personnel committed to representing Transit.
5. A brief statement describing the firm's related qualifications and experience.
6. A statement confirming capacity and availability to provide reliable, prompt and accurate advice.
7. Specific acknowledgement of receipt of all Addenda issued prior to the Proposal due date and time.
8. Signature of the letter by an individual capable of committing the resources of the lead proposing firm.

**7.3 PROPOSER INFORMATION**

**A. Proposer Profile:**

Proposer must provide the following:

Firm Name \_\_\_\_\_

DBA Name *(if applicable)* \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

WA State UBI Number \_\_\_\_\_

DUNS # \_\_\_\_\_

**B. Proposer Authorized Representative:**

Proposer must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFP process. Proposer’s Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**C. Proposer Company Information:**

WA State Firm Registration No.	
WA State Employment Security Dept. No.	
WA State Excise Tax Registration No.	
WA State Worker’s Comp Account No. <i>(If you do not have an account, please explain why)</i>	

**D. Proprietary or Confidential Information**

Proposer must indicate any pages and/or sections of their Response that Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW below. Indicate the pages of Proposer’s Response that have been marked “Confidential” and the particular exception from disclosure upon which the Proposer is making the claim below. Please see Section 4 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Proposer is instructed to enter “NA” in the box below.*

**E. Certified DBE and SEB Status:**

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Proposer is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

- Not Applicable
- DBE                      Certification #: \_\_\_\_\_
- SBE                         Certification #: \_\_\_\_\_

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

**F. Statement of Prior Contract Termination:**

Proposer must disclose below if the Proposer's firm and/or any proposed subcontractors have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party's contact information (name, address, email address, and telephone number), and the Proposer's position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. If not applicable, Proposer is instructed to enter "NA" in the box below.

**7.4 SUBCONTRACTOR INFORMATION**

**Check the applicable box:**

- Yes                      Proposing firm intends on utilizing subcontractors to fulfill the service requirements outlined in RFP 1740, General Legal Services.
- No

Firm will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subcontractors. Where Subcontractors are used in the performance of the Contract, Proposer will indicate as required with the Response.

Awarded Firm will be held responsible for all work performed or not performed by the subcontractor(s). Subcontractor(s) will be required to bill through the awarded Firm. If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Proposer will identify below all subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

**Subcontractor 1**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**Subcontractor 2**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**Subcontractor 3**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**Subcontractor 4**

Name: \_\_\_\_\_  
 Services: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fed ID: \_\_\_\_\_  
 UBI: \_\_\_\_\_  
 Certified DBE:  Yes  No  
 Certified SBE:  Yes  No

**7.5 QUALIFICATIONS AND PRICE QUESTIONNAIRE**

In this section, the Proposer is to describe in detail how and why your firm is best qualified to perform the work and satisfy the project objectives as described in the RFP. Please keep responses clear and concise. Your response to each of the items below should be limited to two (2) pages. You may attach supporting documentation and work samples that Transit may use for scoring purposes. Such information is to be labeled and associated to the related sections below.

- A. Current Experience, Experience, and Knowledge (90 points).** Describe your firm’s relevant general legal counsel experience, expertise, and knowledge. Explain why your firm is best positioned to assist a public entity similar in size to Transit.

Include detailed resumes regarding the experience of the personnel who would be assigned to perform work under the resulting contract.

Include the firm's demonstrated knowledge of state and federal laws, including grant regulations of the U.S. Department of Transportation, Federal Transportation Administration (FTA), relating to municipal corporations.

Include the firm's knowledge and experience in providing guidance regarding the Public Records Act.

Include experience in providing guidance and counsel on personnel matters, such as review and responses to Title VI and Title VII complaints.

Response:

**B. Reliable, Prompt, Accurate General Legal Advice (80 points).** Describe your firm's ability to be reliable, prompt, and provide accurate legal advice when sought by Transit. Include the office location of the Primary Representative.

Response:

**C. Public Transit Experience (70 points).** Describe your firm's experience in providing General Legal Counsel to municipal corporations; particularly Public Transportation Benefit Areas under RCW 36.57A.

Response:

**D. Pricing (60 Points).** Complete the appropriate rate sheet below. Identify the personnel that will be working with Transit to include their fully loaded billable hourly rate. Hourly rate of Primary Representative will be used for evaluation purposes. Add more lines if necessary.

<b>Primary Legal Representative:</b>	<b>Title/Position:</b>	<b>Billable Hourly Rate:</b>	<b>Minimum Billable Hours:*</b>
		\$	

<b>Support Personnel:</b>	<b>Title/Position:</b>	<b>Billable Hourly Rate:</b>	<b>Minimum Billable Hours:*</b>
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

\*Minimum number of hours each Representative will bill for any amount of work performed.

**7.6 REFERENCES**

Proposer must provide three (3) references for which the Proposer has services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Proposer.

**Reference 1**

Company Name: \_\_\_\_\_  
Type of Organization:\* \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Reference \_\_\_\_\_  
Project Description: \_\_\_\_\_

**Reference 2**

Company Name: \_\_\_\_\_  
Type of Organization:\* \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Reference \_\_\_\_\_  
Project Description: \_\_\_\_\_

**Reference 3**

Company Name: \_\_\_\_\_  
Type of Organization:\* \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Reference \_\_\_\_\_  
Project Description: \_\_\_\_\_

\*Type of Organization – Municipality, Public Agency, Etc.

**7.7 CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (First and Last Name), hereby certify On behalf of \_\_\_\_\_ (Company) that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of notary and SEAL \_\_\_\_\_

## 7.8 PROPOSER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Proposal (RFP), the undersigned, as Proposer, declares to that I/we have examined all of the Solicitation Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFP 1740, General Legal Services, and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Proposal, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Proposer on the above work, or suppliers to put in a sham Proposal, nor any other person or corporation to refrain from Proposing. I/We have not in any manner sought by collusion to secure advantage over any other Proposers.

I/We agree that our Proposal constitutes an offer to Transit, which shall be binding for sixty (60) Calendar Days from the Proposal due date. If our Proposal is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written notice of award of Contract.

I/We certify that we are, at the time of submitting this Proposal and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the Solicitation Documents.

I/We further agree, if our Proposal is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We acknowledge receipt of addenda numbers \_\_\_\_ through \_\_\_\_ and have been taken into account as part of our Proposal.

The information offered in the proposal is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Proposal "Non-Responsive". If our business is not required to have one of the standards, we have attached a letter explaining why.

I/We certify that we:

- a. Fully understand the manner in which payment is proposed;
- b. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time agreed upon;
- c. Have the insurance coverage required for this Contract; and
- d. Are current in payment of industrial insurance premiums.

The signatory below represents that he/she has the authority to bind the company named below to the Proposal submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Proposal. By submitting this Proposal, Proposer hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

---

Proposer Signature

---

Firm Name

---

Title

---

Date

---

## SECTION 8 - SAMPLE CONTRACT

---

**Sample Contract Document:** Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document **does not** need to be submitted, however Proposers are instructed to be familiar with it.

THIS CONTRACT is made and entered into upon date of fully executed agreement by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Firm", for the purpose of providing and installing a General Legal Services.

<b>Firm:</b>	Firm Name
<b>Authorized Rep:</b>	Authorized Rep. Name
<b>Address:</b>	Street Address City, State Zip Code
<b>Phone:</b>	(###) ###-####
<b>Email:</b>	Email Address
<b>Federal TIN:</b>	##-#####
<b>WA State UBI No.:</b>	###-###-###

### 1. RECITALS

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Firm represents that Firm is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Firm agree as follows:

### 2. PURPOSE

Provide general legal counsel services on as needed bases to Transit.

### 3. SCOPE OF WORK AND SPECIFICATIONS

A. Firm will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to provide general legal services, under contract number 1740, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract 1740 Statement of Work, attached as Exhibit A
2. Firm's Rate Schedule and Fees, attached as Exhibit B
3. Request for Proposals (RFP) 1740, Released [DATE], attached as Exhibit C

- 4. Firm's Response to RFP 1740 dated [DATE], attached as Exhibit D
- B. In the case of any inconsistency between the Firm's response to RFP 1740 and the Scope of Work and Specifications described herein, the latter shall control.

#### 4. TIME OF COMMENCEMENT

Contract to take effect on April 1, 2018 for a one year term period. Contract may be extended for additional terms. Contract shall not exceed a five year term period.

#### 5. COMPENSATION AND METHOD OF PAYMENT

- A. This is a fixed-fee Contract based on the hourly rates noted in Appendix X.
- B. If Firm fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Firm until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to, and not in lieu of, Transit's right to terminate this Contract.

#### 6. BILLING PROCEDURES

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Firm except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Firm will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to [jpeter@intercitytransit.com](mailto:jpeter@intercitytransit.com). If Firm is unable to submit invoices electronically, invoices may be submitted by mail to:

**Intercity Transit**  
Attn: Procurement Office  
526 Pattison Street SE  
Olympia, WA 98501

- C. Transit will submit payment for stated services to Firm within thirty (30) days following Transit's receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

#### 7. FIRM COMMITMENTS

Any written commitment by Firm within the scope of this Contract will be binding upon Firm.

#### 8. PRIMARY POINTS OF CONTACT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit's assigned Contract Administrator is

responsible for monitoring Firm’s performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit’s Contract Administrator has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file, but will not require a formal Contract amendment. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this contract will be processed by the Contract Administrator and submitted to Firm for acceptance.

Firm’s Contract Administrator	Transit’s Contract Administrator
First Last Company Street Address City, State Zip Phone: (###) ###-#### Email address: [Enter email address]	First Last Intercity Transit 526 Pattison Street SE Olympia, WA 98501 Phone: (360) 705-#### Email address: flast@intercitytransit.com

**9. CHANGES**

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

**10. INDEPENDENT FIRM RELATIONSHIP**

- A. The parties intend that an independent Firm relationship between Firm and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Firm. No agent, employee, servant or representative of Firm shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Firm are not entitled to any of the benefits Transit provides to its employees. Firm will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.
- B. In the performance of the services required by this Contract, Firm is an independent Firm with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Firm.

**11. NON-EXCLUSIVE PROVIDER**

Transit reserves the right to obtain services not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

## **12. ASSIGNMENT**

Firm will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Firm must seek consent from Transit, in writing, not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

## **13. HOLD HARMLESS AND INDEMNIFICATION**

The Firm shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Firm or the Firm's/Firm's agents, employees, sub Firms, subcontractors or vendors, of any tier, or any other persons for whom the Firm may be legally liable; provided, that nothing herein shall require a Firm to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-Firms, subcontractors or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Firm or the Firm's agents, employees, sub-Firms, subcontractors or vendors, of any tier, or any other persons for whom the Firm is legally liable, and (b) Transit, its agents, officers, employees, sub-Firms, subcontractors and or vendors, of any tier, or any other persons for whom Transit may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Firm's negligence or the negligence of the Firm's agents, employees, sub-Firms, subcontractors or vendors, of any tier, or any other persons for whom the Firm may be legally liable.

This provision shall be included in any Contract between Firm and any sub-Firm, subcontractor and vendor, of any tier.

The Firm shall also defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Firm or the Firm's agents, employees, sub-Firms, subcontractors or vendors, of any tier, or any other persons for whom the Firm may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the Contract of methods, processes, designs, information or other items furnished or communicated to Transit, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from Transit, or its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to Transit, its agents, officers and employees by the Firm, its agents, employees, sub-Firms, subcontractors or vendors, of any tier, or any other persons for whom the Firm may be legally liable.

The Firm's relation to Transit shall be at all times as an independent Firm.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Firm terminate this Contract if it is found after due notice and examination by Transit that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Firm in the procurement of, or performance under, this Contract.

The Firm specifically assumes potential liability for actions brought by the Firm's own employees or its agents against Transit and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

The Firm shall obtain and keep in force during the terms of this Contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### 14. INSURANCE

- A. Insurance Requirements - Firm shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Firm under this Contract. The Firm shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations).
  2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
  3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.
  4. *Professional Liability Insurance* coverage with limits of not less than \$500,000 per claim aggregate throughout the duration of this Contract and for a period of two (2) years thereafter.
- B. Additional Requirements - Firm shall provide to Transit Certificates of Insurance, if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds with respect to the Commercial General Liability Policy only.
  - ii. Include a Severability of Interest clause (cross liability) applicable to Commercial General Liability and Business Automobile Liability Policies only.

- iii. Any cancelled or non-renewed policy will be replaced with no coverage gap and current Certification of Insurance will be provided.
- iv. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Firm for work not done in accordance with the Contract, or express or implied warranties. The Firm's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Firm and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Firm shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Proposer/Firm shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The Firm shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Firm neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Firm's work. Suspension or termination of this Contract shall not relieve the Firm from its insurance obligations hereunder.

## 15. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Firm for Transit pursuant to this Contract, unless otherwise expressly provided herein.
- B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Firm and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

## 16. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Firm shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and

operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.

- B. Firm agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Firm, and Firm shall pay the tax as required by law.

## **17. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

## **18. PROHIBITED INTEREST**

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

## **19. NONDISCRIMINATION**

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Firm will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Firm shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Firm shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.
- C. Nondiscrimination in Services. Firm will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Firm shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **20. GRATUITIES AND KICKBACKS**

- A. Gratuities – It shall be a breach of ethical standards for any person to offer, give or agree to give any Intercity Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.
- B. Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Firm or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **21. LIENS, CLAIMS AND ENCUMBRANCES**

Firm certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

## **22. MAINTENANCE AND INSPECTION OF RECORDS**

- A. Firm shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.
- B. Firm shall retain all books, records, documents and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Firm agrees that Transit, or its designee, shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. Firm's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

## **23. DISPUTES**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Firm.

## 24. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Firm to fulfill the Contract obligations. Transit shall terminate by delivering to Firm a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Firm shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Firm a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Firm for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.
  - ii. If the termination is for failure of Firm to fulfill the contract obligations, the Firm shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Firm shall be liable for any additional cost incurred by Transit.
  - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Firm was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.
- B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Firm a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- i. If Firm fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Firm of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Contract without any further obligation to Firm, except that Firm shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Firm and its sureties for said breach or default.

## 25. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the Firm of any covenant, term or condition of this Contract, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **26. WAIVER**

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

## **27. NOTICE**

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

## **28. ATTORNEYS FEES AND COSTS**

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

## **29. DISADVANTAGED BUSINESS ENTERPRISES**

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.95%. A separate contract goal has not been established for this procurement.
- B. The Firm sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Firm to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include, but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Firm from future Proposing as non-responsible. Each subcontract the Firm signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Firm is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Firm's receipt of payment for that work from Transit. In addition is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Transit and Firm's receipt of the partial retainage payment related to the subcontractor's work.
- D. The Firm must promptly notify Transit, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Firm may not terminate any DBE subcontractor and perform that

work through its own forces or those of an affiliate without prior written consent of Transit.

### **30. JURISDICTION**

- A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

### **31. SEVERABILITY**

- A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

### **32. PROMPT PAYMENT**

The prime Firm agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime Firm agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

### **33. ORDER OF PRECEDENCE**

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit A - Statement of Work
4. Exhibit B - Firm's Rate Schedule and Fees
5. Exhibit C - Request for Proposals No. 1740, released [Date]
6. Exhibit D - Firm's Response to RFP No. 1740 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**34. ENTIRE CONTRACT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

**35. APPROVAL**

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

INTERCITY TRANSIT  
526 Pattison Street SE  
Olympia, WA 98501

FIRM  
Address  
City, State, Zip

\_\_\_\_\_  
By: Ann Freeman-Manzanares      Date  
Its: General Manager

\_\_\_\_\_  
By: Authorized Representative      Date  
Its: Title

**EXHIBIT A  
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B  
PRICE AGREEMENT**

[Placeholder]

**EXHIBIT C  
INTERCITY TRANSIT'S REQUEST FOR PROPOSALS (RFP) - PROJECT 1740**

[Placeholder]

**EXHIBIT D  
FIRM'S RESPONSE TO REQUEST FOR PROPOSALS (RFP) - PROJECT 1740**

[Placeholder]