



1230 W Boone Ave
Spokane, WA 99201
www.spokanetransit.com

REQUEST FOR PROPOSALS

2025-11080

HPT Markers and Light Poles

ISSUE DATE: Wednesday, October 29, 2025

**PROPOSAL DUE DATE: Wednesday, November 26, 2025
4:00 PM Pacific Time**

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PART I
INSTRUCTIONS TO PROPOSERS

1. INSTRUCTIONS TO PROPOSERS

1.1 Introduction

Spokane Transit Authority, located at 1230 West Boone Avenue, Spokane, Washington, is requesting Proposals from qualified Proposers to furnish High Performance Transit (HPT) Markers and Light Poles.

STA anticipates awarding a three (3) year Contract with options for two (2), one-year extensions.

The Proposer may supplement its Proposal with Subcontractors, with the understanding the Proposer is responsible for all Work.

Please read this entire RFP package before submitting your Proposal. Careful attention must be paid to all requested items contained in this RFP.

This RFP does not commit STA to enter into any Contract; to pay any costs incurred in the preparation of a Proposal in response to this RFP or in subsequent negotiations; or to procure or contract for the Work. STA expects to negotiate a Contract with the Proposer it deems most advantageous to the agency.

1.2 Defined Terms

The following defined terms are used throughout this RFP. In the event of a conflict between the definition herein and the definition of the same term in a separate part of this RFP, the definition in the separate part of this RFP shall prevail for that part only.

Alternate Proposal (or Alternate or Option) is the amount stated on the Price Proposal Form to be added or deducted from the amount of the Base Price if the corresponding change in project scope or materials or methods described in the RFP Documents is accepted.

Amendment is a written or graphic instrument, approved and issued by STA prior to the Proposal Due Date, which amends, modifies or interprets the RFP by additions, deletions, clarifications or corrections.

Base Price is the sum stated on the Price Proposal Form for which the Proposer offers to perform the Work.

Business Day means Monday through Friday, except public holidays, from 8:00 AM to 5:00 PM, Pacific Time.

Contract refers to an agreement executed between STA and Contractor for the provision of Work.

Contractor means the responsible Proposer awarded a Contract resulting from this RFP.

Day means calendar day unless otherwise noted.

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

FTA means Federal Transit Administration.

Nonresponsive Proposal is any Proposal which (1) fails to conform in any respect to the requirements of the RFP; (2) imposes conditions which would modify requirements of the RFP; or (3) limits a Proposers liability to STA to give the Proposer an advantage over other Proposers, as determined by STA.

No Proposal Form: Attachment C.

Price Proposal Form: Attachment D.

Project Site means STA's facilities located at multiple sites in the Spokane, WA region.

Proposal is the submission of a complete and properly executed Price Proposal Form, Proposal Response Form, all Proposer Certifications and representations required to comply with the RFP, and any additional documentation that may be required by the RFP.

Proposal Response Form: Attachment A.

Proposer is an individual or entity who submits a Proposal for a Contract with STA for the performance of Work.

Proposer Certifications are the forms and documents identified in Part III of this RFP which the Proposer is required to sign and include in its Proposal.

Proposal Due Date is the date and time at which Proposals are due as specified in Section 1.5 of the Instructions to Proposers in this RFP. Proposals received after this date and time will be considered nonresponsive and returned to the Proposer.

Request for Approved Equals, Clarifications, or Changes Form: Attachment B

Request for Proposal (RFP) Documents include, but are not limited to, the Advertisement for Proposals, Instructions to Proposers, Price Proposal Form, Proposal Response Form, all attachments and exhibits related to this RFP, Technical Requirements, all other documents proposed or required for the performance of Work, and any or all Amendments hereto issued prior to the Proposal Due Date and/or the Best and Final Offer due date.

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

STA means the Spokane Transit Authority.

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

Technical Requirements collectively refers to all drawings, specifications, technical requirements, special conditions and the Scope of Work attached hereto.

Work means the scope of goods and services in the Scope of Work to be provided by the Contractor under a Contract.

1.3 Proposer Communications with STA

STA is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date this RFP is released through the date of award of a Contract, all communications, questions and inquiries concerning this RFP shall be addressed to:

Josh Wood
Procurement Coordinator
Spokane Transit Authority
1230 West Boone Avenue
Spokane, WA 99201
(509) 325-6070
jwood@spokanetransit.com

STA reserves the right to disqualify any Proposer who contacts a STA officer, director, employee, agent, representative or committee or Board member concerning this RFP other than in accordance with this Section.

1.4 Pre-Proposal Conference

A pre-proposal conference will be held on **November 7, 2025, beginning at 10:00 AM Pacific Time**. To participate, join the Microsoft Teams Meeting:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 260 102 658 475 8

Passcode: sD6pq6Jn

Dial in by phone

[+1 509-824-1714,,601268604#](#) United States, Spokane

[Find a local number](#)

Phone conference ID: 601 268 604#

Questions and/or clarifications about the RFP may be addressed during this conference. Questions and/or clarifications may be submitted in advance in accordance with Section 1.3.

Any prospective Proposers in receipt of this RFP will be provided with any changes or clarifications to the RFP by written Amendment in accordance with Section 1.8.

1.5 Proposal Due Date and Proposal Submission

Proposals will be accepted until **4:00 PM, Pacific Time, November 26, 2025**, in accordance with the specifications and conditions stated in the RFP. Proposals must be submitted via Dropbox at the following link:

<https://www.dropbox.com/request/qf59KCgyM5AuPdM9ivht>

All Proposals shall be effective for a minimum of ninety (90) Days from the Proposal Due Date or Best and Final Offer (“BAFO”) date (if applicable), whichever is later. Late submittals shall be deemed nonresponsive and returned to the Proposer. The cost of Proposal preparation will be completely borne by the Proposer. STA reserves the right to request an original Proposal with “wet” signatures, in its sole discretion.

Proposals shall be submitted to the Dropbox link listed in Section 1.5. Proposal must be labeled with the name and number of the solicitation:

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Except as otherwise provided for herein, Proposals which are incomplete, or which are conditioned in any way or contain erasures, alterations or items not requested in the RFP, or which are not in conformance with the RFP or applicable laws, rules and regulations, may be rejected as nonresponsive.

1.6 Procurement Schedule and Deadlines

Below is the proposed procurement timeline for this RFP. Future events may cause this timeline to change. STA reserves the right to revise the procurement timeline at any time and for any reason.

DATE	EVENT
October 29, 2025	RFP Advertised and Issued
November 7, 2025, 10:00 AM Pacific Time	Pre-Proposal Conference
November 17, 2025, 4:00 PM Pacific Time	Deadline to submit Request for Approved Equals, Clarifications or Changes (including Red Lines to Sample Agreement in independent Word document)
November 26, 2025, 4:00 PM Pacific Time	Proposal Due Date
December 1 - 12, 2025	Evaluation of Proposals
Week of December 15, 2025	Interviews for Proposers in the competitive range (if necessary)
January 23 – 30, 2025	Final Contract negotiations and Contract execution.

1.7 Request for Approved Equals, Clarifications, or Changes

Requests for an approved equal, clarification, or change to the Work, Technical Requirements or RFP Documents shall be submitted on the Request for Approved Equals, Clarifications, or Changes Form. Requests for changes to the Sample Agreement shall only be submitted as redlines in Word format using the Track Changes tool. STA will provide a copy of the Sample Agreement with track changes enabled for such requirement. Please note the Federal Terms & Conditions, if attached to the Sample Agreement, are NOT negotiable and modifications thereto will not be considered. Requests identified in this Section shall be submitted electronically in accordance with Section 1.3.

No request for an approved equal, clarification, or change to the Work, Technical Requirements, RFP Documents or Sample Agreement shall be considered unless a written request in the manner and form prescribed above is received by STA no later than the date prescribed in Section 1.6.

Approved equals, clarifications, or changes will be set forth in a written Amendment. Proposers shall not rely upon approvals made in any other manner. No substitutions shall be considered after the Proposals are received without prior written approval by STA.

1.8 Changes to RFP Documents

Any changes to the Work, Technical Requirements, Sample Agreement or RFP Documents will be made by written Amendment issued by STA. All prospective Proposers receiving the initial RFP package will be notified by email of these changes. Proposers shall acknowledge their receipt of all Amendment(s) in Section 1.B of the Proposal Response Form.

1.9 Contract

STA's Sample Agreement will be executed with the successful Proposer. It is unnecessary for Proposers to sign and return the Sample Agreement with their Proposal; however **Proposers should review the terms & conditions therein and submit any proposed language changes in accordance with Section 7 of this RFP.**

Upon receipt of a Contract, the Contractor shall have five (5) Business Days to execute such Contract and return to STA, inclusive of all requisite documentation and/or Proposer Certifications. If the Contractor fails to execute the Contract, furnish bonds (where applicable), securities or proof of insurance, or provide other required documentation within this time period, STA will be entitled to consider all rights arising out

of STA's acceptance of the Proposal. STA will be entitled to such rights and additional remedies as exist at law.

1.10 Insurance

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

1.11 Invoicing & Payment

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

1.12 Proposer Certifications

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

1.13 No Proposal Form

To assist STA with future procurements, prospective Proposers choosing not to submit a Proposal are requested to complete and return the enclosed No Proposal Form.

1.14 Complete System

It is the intention of the Technical Requirements, RFP Documents and other documentation attached hereto or contained herein to furnish all information, specifications and detail necessary for the Contractor to deliver the Work. Any items omitted from the Technical Requirements or RFP Documents that are clearly necessary to perform and deliver the Work shall be considered a part of the Technical Requirements or RFP Documents, although not directly specified or called for. Proposers shall promptly bring any discrepancies, errors, omissions, inconsistencies or ambiguities to the attention of STA after examining the Technical Requirements and RFP Documents in order for STA to consider the issuance of an Amendment.

1.15 Option to Supply Materials, Equipment and Licenses

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

1.16 Other Contractors Advisory

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

1.17 Inspectors

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

1.18 Equal Employment Opportunity

STA is an Equal Employment Opportunity ("EEO") organization, which does not discriminate against any prospective Proposer on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity or presence of any sensory, mental or physical disability in the consideration of contract award. The Proposer awarded a Contract will be required to comply with all EEO federal, state and local laws and regulations.

1.19 Federal Assistance

This RFP is subject to Federal Assistance. The Contractor must comply with all Federal Terms & Conditions in the Sample Agreement. Please pay special attention to the following, as further detailed in the Sample Agreement:

1.19.1 Disadvantaged Business Enterprise Participation

It is the policy of STA and the United States Department of Transportation, Federal Transit Administration that Disadvantaged Business Enterprises (DBE), as defined in the Federal regulations published at 49 CFR Part 26, shall have an equal opportunity to participate in FTA-assisted contracts. It is also the policy of STA to:

- A. Ensure nondiscrimination in the award and administration of FTA-assisted contracts;
- B. Create a level playing field on which DBEs can compete fairly for FTA-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet the 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- E. Help remove barriers to the participation of DBE in FTA-assisted contracts;
- F. To promote the use of DBEs in all types of FTA-assisted contracts and procurement activities; and
- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

For complete DBE requirements, please refer to the Sample Agreement.

1.19.1.1 DBE Proposers List

STA is required to create and maintain a proposers list of all firms bidding or proposing on contracts and bidding or quoting on subcontracts on FTA-assisted contracts. To assist STA in compliance with this provision of the regulation, please complete and return the Proposer's DBE List (Section III: Proposer Certifications) to the address listed on the form or with your Proposal.

1.19.2 Buy America

This solicitation is subject to the FTA "Buy America" requirements as follows:

The Proposer agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

1.20 Public Works

The Work contemplated by this solicitation is considered "Public Works" in accordance with Chapter 39.04 RCW and is subject to the requirements therein.

1.21 Prevailing Wages

For any portion of the Work contemplated by this RFP that is performed in the State of Washington, including in certain cases trucking and delivery, or custom products fabricated outside of the State of Washington and delivered to a Public Works project, such portion of Work is subject to Washington State Department of Labor & Industries Prevailing Wages, , and all requirements associated with state and federal law, including weekly certified payrolls.

The Washington State Department of Labor and Industries will look to see that the wages paid meet the minimum required prevailing wage under Washington State Law. STA will review the Intent to Pay Prevailing Wage certification to verify that the Washington State wages are paid by the Contractor. Proposers are cautioned to take into consideration statutory legal requirements, particularly the payment of prevailing wages.

The current Washington State Prevailing Wage Rate Schedule is available at:

<https://secure.lni.wa.gov/wagelookup>

The Director of Washington State Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

Please refer to the Sample Agreement for further prevailing wage requirements.

1.22 Permits

Various permits for the Work may be required by governmental agencies with applicable jurisdiction. Refer to the Scope of Work for the permit requirements.

1.23 Project Records and Cost Pricing Data

Comprehensive records and documentation relating to this RFP shall be kept by the Contractor. The records shall include, but are not limited to, contract documents, plans, drawings, specifications, addenda, shop

drawings and submittals, change orders, Amendments, modifications, manufacturer recall notices, field test results and records, and as-built drawings and records.

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

1.24 Protest Procedures

STA maintains a set of Proposer protest procedures. If any Proposer desires this information, it may be obtained by contacting STA in accordance with Section 1.3.

1.25 Reservations of STA

STA reserves the right to reject any or all Proposals or a portion of a Proposal; to waive any informalities or irregularities in the Proposal submission process; to supplement, amend or otherwise modify this RFP; to cancel this RFP with or without the substitution of another RFP; to extend the Proposal Due Date; to request additional information and data from any or all Proposers; to reissue the RFP; to negotiate further with those Proposers within the competitive range; to increase or decrease the Scope of Work; to negotiate changes in the Scope of Work prior to award of Contract; and to award a Contract based not necessarily upon the lowest proposed prices, but in the best overall interests of STA. Please note this RFP does not constitute an offer, but rather a request from qualified Proposers.

2. PROPOSAL FORMAT AND CONTENTS

2.1 Proposal Format

Proposals shall be submitted as a PDF, in accordance with Section 1.5. All text shall be in English language. Proposals shall not include any unnecessary, generic or elaborate promotional material.

2.2 Changes/Alterations to Proposal

Proposers may change or withdraw their Proposal at any time prior to the Proposal Due Date; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that is addressed in the same manner as the Proposal, and received by STA prior to the Proposal Due Date, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided the written request is plainly marked "Modification of Proposal".

2.3 Proposal Structure

Proposals shall be presented clearly and concisely, and shall reflect the Proposer's understanding of the RFP objectives and convey a sound technical approach and management plan to deliver the Work. Proposals shall convey the Proposer's capabilities and qualifications to competently and cost-effectively complete the Work in a timely manner.

Proposal presentation shall be construed as evidence of the Proposer's ability to develop and convey technical information in a clear and concise manner.

For ease of comparison and validation of completeness of Proposals, Proposers must adhere to the organizational structure and section headings outlined below. Proposals that deviate from this organizational structure or are missing key informational elements may be considered nonresponsive and excluded from further review and/or evaluation, in STA's sole discretion.

Proposals shall contain at a minimum the following information:

- Proposal Letter
- TAB A. Qualifications of the Proposer
- TAB B. Project Organization and Staffing Plan
- TAB C. Management Plan
- TAB D. Technical Approach and Work Plan
- TAB E. Compliance with Technical Requirements
- TAB F. Warranty
- TAB G. Proposal Response Form
- TAB H. Price Proposal Form
- TAB I. Proposer Certifications

2.3.1 PROPOSAL LETTER

Proposers shall provide a cover letter with introductory information, such as point of contact, address, email and phone number. This letter should be addressed to the contact specified in Section 1.3, reference the RFP by name and number, provide a concise summary of the Proposer's organization by firm and

responsibility, identify the Proposer's Project Manager and his/her relevant experience, and generally introduce STA to the capabilities of the Proposer. The cover letter shall not exceed two (2) pages in length.

2.3.2 TAB A. INTRODUCTION AND QUALIFICATIONS OF THE PROPOSER

Introduction. Provide an introduction of the Proposer, and/or an introduction of all partner firms, Subcontractors or subconsultants who may be involved in the Proposal.

- 1) Describe primary business experience of the Proposer, including length of time in business, ownership, the location of the corporate and satellite office(s), and other information Proposer might deem pertinent and introductory in nature.
- 2) State whether the Proposer has any pending litigation, and whether the Proposer has had any litigation in the last five (5) years, including the outcome of such litigation.

Qualifications of the Proposer. The Proposer shall describe its history, experience and past projects and performance which are similar in nature, scope and complexity to that required by this RFP. The roles and responsibilities of each member of the Proposer's team (Subcontractors, consultants and suppliers) shall also be described.

- 1) Project Experience. Proposal shall identify a list of similar project experience that has been completed within the previous five (5) years. Describe locations, nature of the work, project cost, status (completed, in development, in testing, etc.) and month and year of final acceptance. Submit supporting documentation (photographs, descriptions, cost data, etc.) on a minimum of three (3) projects of similar size and complexity. Include the contract amount and contract start and end dates. The projects listed should provide evidence that the Proposer is qualified to successfully perform the Work. **Proposers may opt to provide additional supplemental information in this section as relevant to this RFP.**
- 2) References. From the qualified projects and/or ongoing installations listed under the section above, the Proposer shall provide a minimum of five (5) references. For each reference, provide the agency name, address, contact person, telephone number and email address. STA reserves the right to contact references provided by the Proposer and solicit additional references to verify information and investigate past performance.
- 3) Financial Capacity. Upon request, the Proposer shall provide evidence demonstrating that it has the necessary financial resources to satisfactorily complete the Work required under this RFP. Such evidence shall be in the form of at least one of the following, listed here in order of preference: (1) audited financial statements; (2) balance sheets; (3) tax returns; (4) bank references, (5) a letter of credit, (6) payment and/or performance bonds, or similar information. In the case where the Proposer is a subsidiary organization, the Proposer should provide the financial information for its parent organization as well. Subsidiary statements can be provided to show the relationship to the parent. Electronic copies of financial statements are acceptable.
- 4) Required Attachments. The Proposer shall submit all required attachments as part of their Proposal.

2.3.3 TAB B. PROJECT ORGANIZATION AND STAFFING PLAN

Key Personnel. At a minimum, Proposers shall clearly identify and describe the qualifications of the "Key Personnel" it will assign to the Work, including years of experience, years in industry and years with the Proposer. If awarded a Contract, the Proposer may not substitute Key Personnel at any time without prior written consent by STA.

Team Organization. Describe the Proposer's staffing and organizational plan, including relationships, roles and distribution of responsibilities among Key Personnel, staff, Subcontractors and suppliers.

Qualifications of Key Personnel. Describe the direct qualifications, experience and training of Key Personnel. This discussion should explicitly cross-reference the involvement and specific roles of the Key Personnel in completed and ongoing projects described in the projects cited in Tab A.

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

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

Resumes. Resumes shall be submitted for Key Personnel upon request.

2.3.4 TAB C. MANAGEMENT PLAN

Management Plan. Discuss the Proposer's management approach to ensure adequate technical and administrative oversight over the Work, and to manage the schedule and budget. Discuss proposed Quality Control ("QC") and/or Quality Assurance ("QA") measures & procedures and any certifications pertaining thereto. Include approach to coordination with, and any expectations of, STA.

Concurrent Contracts. Provide a list of present and anticipated future contracts which may run concurrent with the Work. Where applicable, include in the Work Project Schedule such contracts.

2.3.5 TAB D. TECHNICAL APPROACH AND WORK PLAN

Project Understanding and Approach.

Work Plan. Provide the project management approach and techniques required for quality control of the Work. Identify employee numbers/resources used for completion of the Work. Provide details of the facility to be used (if applicable).

Subcontract Plan. Include a list of Subcontractors the Proposer intends to use in its performance of Work. For each Subcontractor, provide:

1. Subcontractor's name, business registration information, address, and telephone number including the name, title and telephone number of the contact person.
2. Type(s) of goods or services to be provided.
3. Estimated value of subcontract.

Expectations of STA. Identify any assumptions regarding Work, services, information or facilities to be provided by STA or third-party providers of STA.

Locations of Work. Describe the locations of performance of the Work during its various phases. Include details on coordination between off-site and on-site facilities, work to be performed by STA or its contractors or subcontractors, the Contractor, its Subcontractors and suppliers. Describe expectations for facilities, personnel, access, assistance, etc. provided by STA.

2.3.6 TAB E. COMPLIANCE WITH TECHNICAL REQUIREMENTS

Proposers shall describe any partial or non-conformance with the Technical Requirements. STA will not consider statements by the Proposer that any requirement or provision of this RFP is subject to negotiations or discussion.

2.3.7 TAB F. WARRANTY & SERVICE AGREEMENTS

Proposer shall provide with the Proposal, copies of their written warranty(ies) and, where applicable, service & maintenance agreement(s) and/or service level agreement(s).

2.3.8 TAB G. PROPOSAL RESPONSE FORM

2.3.9 TAB H. PRICE PROPOSAL FORM

Proposal pricing shall be presented using the Price Proposal Form. Each page of the Price Proposal Form shall be completed in full and signed by personnel of the Proposer authorized to contractually bind the Proposer. Proposers may provide additional supporting cost breakdown information as separate sheets; however, in case of any discrepancies, information on the Price Proposal Form shall prevail. Travel expenses, where applicable, shall be identified as required for completion of the Work. All prices shall include all freight costs to STA and shall be FOB Destination.

2.3.10 TAB I. PROPOSER CERTIFICATIONS

Only include the Proposer Certifications included in Part III of this RFP.

3. PROPOSAL EVALUATION

An evaluation committee will privately evaluate all responsive Proposals based upon the evaluation criteria, and their respective weighted importance, specified in Section 3.1, Evaluation Criteria.

The criteria provided in Section 3.1 allows STA to analyze Proposals on an equal basis and affords all Proposers the opportunity to know the basis upon which their Proposals will be evaluated. Award of Contract will be made to the Proposer whose Proposal or Best and Final Offer (where applicable) is the most advantageous to STA, cost and other factors considered, after evaluation in accordance with the criteria set forth below. STA reserves the right to accept other than the lowest cost Proposal, reject any and all Proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of STA.

3.1 Evaluation Criteria

EVALUATION CRITERIA	POINTS
Ability to Meet Specifications	25 Points
Qualifications and Experience	20 Points
References	15 Points
Compliance with RFP	10 Points
Price	30 Points
TOTAL POSSIBLE	100 Points

In addition to the items outlined in section 2, Proposal Format and Contents, the following items will be taken into consideration by STA when evaluating proposals:

Ability to Meet Specifications

- Proposal clearly demonstrates ability to meet all requirements as outlined in the Scope of Work.
- Ability to meet warranty requirements outlined in the Scope of Work and Sample Agreement.
- Provides a sound approach to quality control.

Qualifications and Experience

- Provides qualified personnel to perform and oversee the work.
- Years of experience in the industry.
- Demonstrated ability to provide high-quality products and services while meeting deadlines.

References

- Provides a minimum of five (5) references with current and correct contact information.
- Provides representative examples of past and present experience and success.
- Performance on previous and current contracts.

Compliance with RFP

- Proposal reflects proposers understanding of requirements and objectives.
- Proposal structured as outlined in RFP.
- Proposal demonstrates a sound technical approach and management plan.

PRICE PROPOSAL SCORE CALCULATION

Proposals deemed nonresponsive shall not be considered for price scoring. In determining the competitive range, the “Base Price Score” shall be calculated using the following formula:

$$\text{Base Price Score} = \frac{\text{Lowest Proposed Base Price}}{\text{Proposed Base Price}} \times 30 \text{ Points}$$

BAFO Price – Thirty (30) Points: In the BAFO round, if required, the Base Price Score shall be determined for the remaining Proposers using the same formula above.

3.2 Single Proposal Response

In the event a single responsive Proposal is received, a cost or price analysis may be performed to determine reasonableness of the Proposal. The Proposer shall cooperate in providing relevant information required by STA to complete such cost or price analysis.

3.3 Shortlisted Proposers

STA reserves the right to determine a shortlist of Proposers in the competitive range in accordance with the evaluation criteria set forth above (“Shortlisted Proposers”).

3.4 Oral Presentation and Demonstration

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

3.5 Best and Final Offer

After determination of the Shortlisted Proposers, STA shall determine whether acceptance of the most favorable initial Proposal(s) without Proposer discussion is appropriate, or whether discussions and/or negotiations should be conducted with one or more Shortlisted Proposers.

STA reserves the right to make minor related changes to the RFP during BAFO negotiations. All Shortlisted Proposers shall be notified of any changes in order to prepare their BAFO.

If STA elects to enter into discussions with one or more Proposers, the Proposer(s) may be requested to submit a BAFO at the conclusion of discussions and/or negotiations. Any changes to the Proposer’s initial Proposal, including any issues addressed in discussions, must be submitted in writing in a BAFO in order to be considered. Following an independent and final evaluation utilizing the evaluation criteria in Section 3.1, the evaluation committee will make a recommendation for award of Contract. Scores from the first phase of the evaluation have no bearing on the final BAFO evaluation, and the recommendation for award will be based solely on the scores from the BAFO evaluation.

End of Part I: Instructions to Proposers

PART II
SCOPE OF WORK

4. SCOPE OF WORK

4.1 Introduction

Spokane Transit Authority, formed in 1981, provides fixed-route bus, paratransit van and Vanpool services within 248 square miles of Spokane County in Washington State. STA is in the final stages of implementing service improvements as part of its 10-year strategic plan, STA Moving Forward. As part of those efforts, we designed, fabricated and installed enhanced customer amenities at select stops throughout the network. These amenities are a key element of our High Performance Transit (HPT) investments to provide an elevated customer experience.

STA is seeking a vendor to fabricate these HPT amenities using existing designs. Table 4-2 provides the anticipated order quantities for the term of the contract.

This Scope of Work provides the technical requirements for the fabrication and delivery of the HPT Amenities. Technical drawings, specifications and requirements are appended to this RFP.

4.2 Table of Defined Terms

The following defined terms are used throughout this document:

Term	Definition
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
FOB	Freight on Board
Design Drawings	Design Drawings depicting the layout, dimensions, etc. of the desired finished station components.
NTP	Notice to Proceed
PA	Payment Applications
PDF	Portable Document Format
Project Manager	STA staff member serving as Contractor's primary point of contact for the scope of work.
STA	Spokane Transit Authority
Station	A transit stop or set of stops containing an Amenity or Amenities.
Scope of Work	Describes the work to be performed, deliverables and end products. Will become an attachment to the Contract.

4.3 Summary

The Contractor shall provide all services, labor, equipment, systems, documentation, training, testing, warranty, spares, delivery, and support services in compliance with this Scope of Work and other provisions of this RFP and the Contract. The following list describes a summary of the work to be performed:

- Custom fabrication of the HPT Amenities using existing designs.

- HPT Marker – The markers act as the Station/stop identifier and are constructed of a steel frame with a sheet metal wrap. STA applies a vinyl wrap to the exterior to provide branding elements. Incorporated into the steel frame is a mounting assembly for an LCD monitor and a hinged map case.
 - Pedestrian Light Poles - The pedestrian light poles are tubular steel pieces intended to provide pedestrian level lighting at the stops as well as accommodate the mounting of accessories such as LCD monitors, CCTV cameras, fare validators, signage, etc. There are six (6) types of light poles, differentiated by the accessory mounting fastener holes as shown in the drawings.
- The packaging, shipping and delivery in accordance with Section 4.8.2.
 - Manufacture and delivery of additional spare parts for the markers and pedestrian light poles.
 - On-site field support, as needed for troubleshooting.
 - Fabrication of a full mock-up (prototype) of each amenity for inspection and approval by STA.
 - Provision of reinforced concrete anchors.
 - Contractor shall warrant all goods and services in accordance with the Warranty requirements in the Sample Services Agreement and the Technical Specifications.

4.4 Basis of Design

The amenity designs were developed and implemented as part of a previous contract. The shop drawings for these designs are attached to this RFP (Attachment F). The fabrication of these amenities shall be completed in accordance with these Drawings. No modifications are intended to be made, nor should they be made without STA approval. All specified materials, products, systems, etc. can be assumed to be substituted for an equal product with STA approval.

4.5 Submittals

The Contractor will be responsible for providing all submittals identified in this Scope of Work, the Design Drawings, and the Technical Specifications. Generally, submittals are required for but not limited to the following items:

- Shop drawings
- Coating system product data and color samples
- Fastener product data (bolts, concrete anchors, etc.)
- Material certifications

4.6 Schedule and Phasing

Table 4-1 summarizes the anticipated milestones for planned orders. The final delivery date for each Order shall be mutually negotiated with the Contractor upon placement of said Order. In general, STA plans to place one (1) Order each year for delivery by the beginning of the construction season in March.

Table 4-1 Anticipated Milestones

Milestone	Anticipated Date
Contract Executed	December 2025
Mock-up	March 2026
Order 1 Delivery	June 2026

Table 4-2 provides the anticipated quantities for each amenity for the term of the Contract. Final quantities, order sizes, etc. are subject to change at STA’s discretion and will be finalized upon placement of each order.

Table 4--2 Anticipated Order Quantities

Order	Marker	Light Pole Type 2	Light Pole Type 3
Mock-up	1		1
Order 1	2	1	1
Future Orders	31	26	27
Total	34	27	29

4.7 Design Services, Meetings and Coordination

4.7.1 DESIGN SERVICES

The Contractor shall provide design services, which will include responses to questions during installation and field support as necessary. It is the Contractor’s responsibility to ensure that the finished product can be assembled as provided in the Drawings.

4.7.1.1 Design Tolerances

The Contractor shall provide multiple scenarios of measures to ensure all parts will fit together as indicated in the Drawings. The Contractor shall orchestrate tolerances of the different materials and finishes as dictated by the drawings so that the final products are not only capable of assembly, but also disassembly.

4.7.2 UNLIMITED RIGHTS TO FINISHED DESIGNS

All work and services provided by the Contractor under the Contract and the final graphic work products shall become the property of Spokane Transit Authority. All reports, specifications, drawings, photographs, graphical representations and electronic data pertaining to same, developed by the Contractor or in conjunction with the Contract, shall be surrendered to STA upon request by STA or at the conclusion of the Contract. The Contractor expressly waives all copyright privileges to such information, and STA may use or modify same without any additional payment to the Contractor.

All drawings shall be prepared on the most current Revit/AutoCAD release. Any data used in, or developed as a result of, the Contract shall be revealed to no other parties, except STA, without the express written consent of STA.

4.7.3 COORDINATION WITH OTHER CONTRACTS

Project coordination, including coordination of meetings with STA, design reviews, submittal reviews, shop drawings, specialty inspections, delivery schedules, other STA contractors, and site installation support will be accomplished through the STA Project Manager.

4.7.4 MOCK-UP (PROTOTYPE)

A Mock-up of each Amenity will be required to be fabricated and assembled at a location determined by STA for STA inspection and approval. The intent is to verify the components meet the design and installation requirements before proceeding with future Orders. Notice to Proceed with the Mock-up will be provided in the form of an Order. Include all costs associated with the Mock-up in the appropriate line item in the Price Form.

4.8 General Requirements

4.8.1 PRODUCT MATERIALS

All products should be fabricated from durable materials designed to withstand outdoor conditions in compliance with the Technical Specifications. Materials and finishes should not be prone to corrosion and should withstand power-washing of 3,000 PSI. Vandalism-resistant surfaces should allow for long-term maintenance of the structure. To the greatest extent possible, parts should be modular and easily removed and replaced if damaged.

This work is subject to the Federal Transit Administration (FTA) Buy America Act and Build America, Buy America Act. All materials used in the fabrication of these items will need to meet the requirements of these federal laws.

All material and products specified in the drawings can be substituted with equal or better products with written approval from STA.

4.8.2 DELIVERY & PACKAGING

All products shall be delivered to any of STA's current or future facilities; any of STA's HPT contractor's facilities; or the installation site, as determined in writing by STA for each Order, in the general area of Spokane, Washington.

The Contractor shall fabricate and package the components so they can be shipped via traditional shipping methods (over-the-road truck or less-than-load freight) without requiring special permits. Some parts are pre-assembled as shown in the drawings. Non-pre-assembled parts should be packed to assist with installation when they reach their destination. Package all components for extended storage outdoors in all weather conditions.

The Amenities and components for each Station shall ship complete, meaning all the parts shall arrive together at the same time at the delivery location. Each Amenity, including the shipping container and crates, shall be clearly labeled for quick identification of the Station Amenities, and its contents, and include a signed bill of materials identifying the shipment contents. Each label should be readily visible when components are packaged. Amenity components shall be provided and shipped in the assemblies as indicated on the plans.

All Amenities and components thereof should be designed to be picked, installed and maintained using a Palfinger PK 22002-EH D truck-mounted crane.

4.8.3 INSTALLATION SUPPORT

The Contractor will also be responsible for providing design support and/or answer questions during the installation should any issues arise, or modifications be required to meet the intent of the original design.

4.8.4 STRUCTURAL AND ELECTRICAL COMPONENTS

The final installation of all electrical components and wiring will be the responsibility of STA's field installation general contractor.

The installation of all structural components for the foundation connections is the responsibility of STA. It is the Contractor's responsibility to provide all concrete anchor hardware.

4.8.5 QUALITY CONTROL

The Contractor is responsible for developing and implementing a Quality Control Plan to ensure the quality of all fabricated parts are in accordance with Drawings. It will be submitted to STA review and approval prior to placement of the first Order and should address the following items, at minimum. All quality control documentation must be provided to STA with each order.

- Material tracking and certifications
- Fabricator certifications
- Weld testing
- Coating thickness verifications
- Tolerance verifications
- QC checklists
- Pre-delivery and Bill of Material/Lading checklists

4.8.6 QUALITY ASSURANCE

STA reserves the right to hire a third-party to perform Quality Assurance for all stages of fabrication. Accommodations will be made to provide STA and/or its representative(s) access to all fabrication facilities to perform inspections when requested.

4.9 Warranty

The Contractor shall warrant all goods and services in accordance with the Warranty requirements in the Sample Agreement and as detailed below.

4.9.1 HIGH PERFORMANCE COATING

Manufacturer will repair or replace high-performance coating system that fails in materials within specified warranty period. Failures include but are not limited to the following:

- Cracking, checking, peeling, or failure of coating system to adhere to substrate.
- Corrosion of underlying steel substrate

- Color fading
- Warranty Period: Ten (10) years from date of Delivery.

4.9.2 **GRAPHIC WRAP FILM**

Manufacturer will repair or replace high-performance coating system that fails in materials within specified warranty period. Failures include but are not limited to the following:

- Delamination, wrinkles, formation of air bubbles or voids behind graphic wrap film, or other deficiencies in installation.
- Deterioration, including fading of graphic wrap film

Warranty Period:

- Vertical Surfaces: Three (3) years from date of delivery
- Non-Vertical Surfaces: Two (2) years from date of delivery

4.9.3 **AMENITIES**

Manufacturer will warrant the amenities and all sub-components against failure of workmanship, materials and UV degradation.

Warranty Period: Three (3) years from date of delivery.

PART III
PROPOSER CERTIFICATIONS

FEDERAL LOBBYING RESTRICTION CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

FEDERAL SUSPENSION & DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION IN A LOWER-TIER COVERED TRANSACTION

The Contract awarded by this solicitation is a covered transaction for purposes of 2 CFR Parts 1200 and 180 and the Contractor is required to comply with 2 CFR Part 180, Subpart C. The Contractor must include the requirement to comply with 2 CFR Part 180, Subpart C, in any lower tier covered transaction it enters into. The Contractor shall verify that its principals, affiliates and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing below and submitting its Proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Spokane Transit Authority. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this solicitation. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Proposer Name: _____

Proposer Address: _____

Telephone: _____ Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

FEDERAL BUY AMERICA CERTIFICATE

The Proposer must submit to STA this completed Buy America Certificate with its Proposal on or before the Proposal Due Date. Proposals that are not accompanied by this completed Buy America Certificate shall be rejected as nonresponsive and will be removed from further consideration.

This solicitation is subject to Federal Assistance and the FTA "Buy America" requirements as follows:

The Contractor agrees to comply with 49 U.S.C. 5323(j), 49 CFR Part 661, and Public Law 117-58, div. G §§ 70901-27 or its codified statute or regulation, which provide that Federal funds may not be obligated unless steel, iron, manufactured products and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

NOTE: SIGNING IN BOTH AREAS SHALL INVALIDATE THIS CERTIFICATE & RESULT IN A NONRESPONSIVE PROPOSAL

The Proposer hereby certifies that it **WILL COMPLY** with the requirements of 49 U.S.C. 5323(j), 49 CFR Part 661, and Public Law 117-58, div. G §§ 70901-27 or its codified statute or regulation.

Proposer Name: _____

Proposer Address: _____

Telephone: _____ Fax: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

---- OR ----

The Proposer hereby certifies that it **CANNOT COMPLY** with the requirements of 49 U.S.C. 5323(j)(1) but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7, or Public Law 117-58, div G. §§ 79091-27 or its codified statute or regulation.

Proposer Name: _____

Proposer Address: _____

Telephone: _____ Fax: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

FEDERAL CARGO PREFERENCE CERTIFICATION

The Contractor agrees:

1. To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rate for United States flag commercial vessels.
2. To furnish within twenty (20) days following the date of loading for shipment originating within the United States, or within thirty (30) days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in paragraph (1) above to Spokane Transit Authority (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Washington, DC 20590, marked with appropriate identification of the project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

FEDERAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

DBE PARTICIPATION. STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for Disadvantaged Business Enterprise (“DBE”) participation in its contracting opportunities. It shall be understood that no specific goal has been assigned to this contract; however, contractors and subcontractors are required to comply with the following:

1. Non-discrimination Assurances. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Contract. Failure by the Contractor 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 STA deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding opportunities as non-responsible.

Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph.

2. Prompt Payment. The Contractor 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 Contractor’s receipt of payment for that work from STA. In addition, the Contractor may not withhold retainage from its subcontractors.
3. DBE Participant List. As required by 49 CFR Part 26.11, STA is required to create and maintain a list of all firms bidding on prime contracts and bidding or quoting subcontracts on Department of Transportation, Federal Transit Administration-assisted contracts. STA is also committed to providing equal access to small business concerns in bidding on STA’s contracting opportunities. The U.S. Small Business Administration (“SBA”) defines a “small business” in terms of the number of employees over the past year or the average annual receipts over the past three (3) years. This standard varies by industry. STA will use size standards established by the SBA to determine small business eligibility.

To comply with this requirement, STA requests the Contractor provide the information required by the Federal Transit Administration on page two of this certification. **This information is not used in determining award of Contract or in evaluating your Proposal in any way. Providing this information is voluntary.**

A copy of 49 CFR Part 26 may be found at www.ecfr.gov or by contacting:

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

Contractor DBE Information

Proposer Name: _____

Proposer Address: _____

North American Industry Classification System (NAICS) Code: _____

To determine your industry NAICS code go to www.census.gov/eos/www/naics and enter a keyword of your business classification in the box directly above the **2017** NAICS Search on the left side of the page and choose from the selection of codes that best matches your business classification.

Type of Business: _____

Telephone Number: _____ Email Address: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

- Is your firm a Disadvantaged Business Enterprise registered with the State of Washington Office of Minority and Women’s Business Enterprises?

Yes No

- How long has your firm been in business? _____

- Please check the box that describes your total gross annual receipts:

- | | |
|--|--|
| <input type="checkbox"/> less than \$500,000 | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000 | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> greater than \$5,500,000 |

- Is your business a small business as defined by the SBA’s definition of a small business concern? To determine if your business is considered a small business by SBA go to www.sba.gov/size-standards, enter your six- digit NAICS Code and follow the 3-step process.

Yes No

**WASHINGTON STATE CERTIFICATION OF COMPLIANCE
WITH WAGE PAYMENT STATUES**

The Proposer hereby certifies that within the three-year period immediately preceding the Proposal Due Date, the Proposer is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the State of Washington, Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Proposer Name: _____

Authorized Signature¹: _____ Date: _____

Printed Name and Title: _____

City & State: _____

Company Type: Sole Proprietor Partnership² Joint Venture Corporation

State of Incorporation or formation: _____

¹ If a Corporation, Proposal must be executed in the corporate name by the president, vice-president, or any other corporate officer accompanied by evidence of authority to execute. If a Partnership, Proposal must be executed by a Partner.

² If a Partnership, provide name of firm under which business is transacted:

WASHINGTON STATE PUBLIC WORKS CONTRACTOR RESPONSIBILITY CRITERIA

In accordance with RCW 39.04.350, a Proposer must meet the following responsibility criteria to be considered a responsible Proposer and qualified to be awarded a public works project. The Proposer must at the time of Proposal submittal:

1. Have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current state unified business identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Proposer's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
4. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department. Proposers that have completed three (3) or more public works projects, have had a valid business license in Washington for three (3) or more years, and are listed on the Department of Labor and Industries exemption list are exempt from this training requirement;
5. Within the three (3) year period immediately preceding the date of the solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW; and
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your bid as being "**Non-Responsive**". *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. _____
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. _____
5. Is the payment of Worker's Comp (Industrial Insurance) Premiums current? If your business does not have a Worker's Comp account with the WA State Dept of L&I, please explain why.
 Yes
 No (If No, you are not eligible to bid on this project)
 No Account – Explain why: _____
6. Are you disqualified from bidding on public works projects in the State of Washington?
 Yes (If Yes, you are not eligible to bid on this project)
 No

Proposer Name: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

PART IV

ATTACHMENTS

Attachment D

Price Proposal Form

Provided as a separate document

Attachment F

Drawings

Provided as a separate document

ATTACHMENT A
PROPOSAL RESPONSE FORM

Proposer Name: _____

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

1. EXAMINATION OF DOCUMENTS & CONDITIONS

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

B. Receipt of the following Amendment is hereby acknowledged:

Amendment No. _____ Amendment Date: _____

Amendment No. _____ Amendment Date: _____

Amendment No. _____ Amendment Date: _____

Amendment No. _____ Amendment Date: _____

Amendment No. _____ Amendment Date: _____

2. VALIDITY OF PROPOSAL

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

3. INSURANCE

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

4. PUBLIC RECORDS ACT

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

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

ATTACHMENT A
PROPOSAL RESPONSE FORM

5. EQUAL EMPLOYMENT OPPORTUNITY

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

6. CONTINGENT FEES

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

7. ANTI-KICKBACK

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

8. FEDERAL DEBARMENT

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

9. UBI CERTIFICATION

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

10. AWARD OF CONTRACT

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

ATTACHMENT A
PROPOSAL RESPONSE FORM

11. PROPOSAL SUBMITTAL CHECKLIST

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

A. All RFPs

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

B. RFPs subject to Federal Assistance (complete only if the Instructions to Proposers states the RFP is subject to Federal Assistance)

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

C. RFPs subject to Prevailing Wages (complete only if the Instructions to Proposers states the RFP is subject to Prevailing Wages)

- Certificate of Wage Compliance

D. RFPs subject to Public Works (complete only if the Instructions to Proposers states the RFP is subject to Public Works)

- Public Works Responsibility Criteria

ATTACHMENT A
PROPOSAL RESPONSE FORM

12. PROPOSER ADMINISTRATIVE INFORMATION

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

Physical Address: _____

Mailing Address: _____

Website: _____ Phone: _____

Primary Contact: _____

Email: _____ Phone: _____

Washington UBI No.: _____ Federal Tax Id No.: _____

DUNS No.: _____

Complete for Public Works projects:

Washington Contractor Registration No.: _____

Washington Industrial Insurance Account No.: _____

• Contact for Contract Administration:

Name: _____ Title: _____

Physical Address: _____

Mailing Address: _____

Email: _____ Phone: _____

• Contact for Legal Communications:

Name: _____ Title: _____

Mailing Address: _____

Email: _____ Phone: _____

• Individuals Authorized to Execute the Contract:

Name: _____ Title: _____

Name: _____ Title: _____

ATTACHMENT A
PROPOSAL RESPONSE FORM

13. PROPOSER INSURANCE COMPANY

Agency Name: _____

Physical Address: _____

Mailing Address: _____

Primary Contact: _____

Email: _____ Phone: _____

14. PROPOSER SURETY (complete only if bond(s) are required by the RFP)

Surety Name: _____

Physical Address: _____

Mailing Address: _____

Primary Contact: _____

Email: _____ Phone: _____

I CERTIFY, to the best of my knowledge:

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

ATTACHMENT B
REQUEST FOR APPROVED EQUALS, CLARIFICATIONS OR CHANGES

Solicitation Title: _____ Solicitation No. _____

Proposer Name: _____ Date: _____

Document Reference (check one): Page No: _____

General Requirements Section: _____

Specifications Section Title: _____

Contract (General Questions Only)

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

Other: _____

PROPOSER'S REQUEST:

PLEASE NOTE: STA's response to Proposer's request will be set for the in a written Amendment as outlined in Section 1.8 of the RFP.

ATTACHMENT C
NO PROPOSAL FORM

Dear Prospective Proposer:

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

Solicitation Title: _____ Solicitation No. _____

Proposer Name: _____

Proposer Address: _____

Contact: _____ Title: _____

Email: _____ Phone: _____

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

Thank you for your assistance.

Purchasing
Spokane Transit Authority
1230 W. Boone Ave.
Spokane, WA 99201
purchasing@spokanetransit.com
(509) 325-6000

ATTACHMENT E

PUBLIC WORKS SUBCONTRACTOR LIST

If this Proposal is expected to exceed \$1 million dollars, in accordance with RCW 39.30.060, Proposers must provide with their Proposal, or within one (1) hour after the time at which Proposals are due on the Proposal Due Date, the names of consultants and subcontractors that the Proposer, if awarded a Contract, will contract with for the performance of Work. At a minimum, the Proposer must list consultants of each discipline, as well as electrical, plumbing and HVAC contractors applicable to the Work. If no consultants and/or subcontractors are listed, it will be considered the Proposer's affirmation that it does not intend to use any consultants and/or subcontractors in its performance of the Work.

For additional consultants and/or subcontractors, attach copies of the second page of this Subcontractor List.

Type of work:	_____
Company Name:	_____
	(as registered with the State of Washington)
Physical Address:	_____
Mailing Address:	_____
Website:	_____
Phone:	_____
Primary Contact:	_____
Email:	_____
Phone:	_____
WA UBI No.:	_____
Federal Tax Id No.:	_____
WA Contractor License No.:	_____
DUNS No. ¹ :	_____
WA Industrial Insurance No.:	_____

¹ Required when RFP is subject to Federal Assistance.

Proposer Name: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

ATTACHMENT E

Type of work: _____

Company Name: _____
(as registered with the State of Washington)

Physical Address: _____

Mailing Address: _____

Website: _____ Phone: _____

Primary Contact: _____

Email: _____ Phone: _____

WA UBI No.: _____ Federal Tax Id No.: _____

WA Contractor License No.: _____ DUNS No.¹: _____

WA Industrial Insurance No.: _____

¹ Required when RFP is subject to Federal Assistance.

Type of work: _____

Company Name: _____
(as registered with the State of Washington)

Physical Address: _____

Mailing Address: _____

Website: _____ Phone: _____

Primary Contact: _____

Email: _____ Phone: _____

WA UBI No.: _____ Federal Tax Id No.: _____

WA Contractor License No.: _____ DUNS No.¹: _____

WA Industrial Insurance No.: _____

¹ Required when RFP is subject to Federal Assistance.

PART V

EXHIBITS

Exhibit A

Sample Agreement

Provided as a separate document