



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

REQUEST FOR PROPOSALS

2026-11262

GASB 75 OTHER POST-EMPLOYMENT BENEFITS ACTUARIAL SERVICES

ISSUE DATE:	Thursday, October 1, 2026
PROPOSAL DUE DATE:	Monday, November 2, 2026 4:00 PM Pacific Time

1.0 INTRODUCTION

Spokane Transit Authority, located at 1230 West Boone Avenue, Spokane, Washington, is requesting Proposals from qualified Proposers to furnish GASB 75 Other Post-Employment Benefits Actuarial Services.

STA anticipates awarding a five (5) year Contract.

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.

1.1 Procurement Schedule and Deadlines Overview

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 1, 2026	RFP Advertised and Issued
October 13, 2026, 2:30 PM Pacific Time	Pre-Proposal Conference
October 20, 2026, 4:00 PM Pacific Time	Deadline to submit Request for Approved Equals, Questions, Clarifications or Changes (including Red Lines to Sample Agreement in independent Word document)
November 2, 2026, 4:00 PM Pacific Time	Proposal Due Date
November 3 – 19, 2026	Evaluation of Proposals
November 19, 2026	Final Contract Negotiations and Contract Execution

1.2 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:

Amie Blain
Procurement Coordinator
Spokane Transit Authority
1230 West Boone Avenue
Spokane, WA 99201
(509) 325-6086
ablain@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.

1.3 Pre-Proposal Conference

A pre-proposal conference will be held on **October 13, 2026, beginning at 2:30 PM Pacific Time**. To participate, join via the following link or by phone as listed below:

Join: <https://teams.microsoft.com/meet/281169987190520?p=nNmMyNkHmRraobon6J>

Meeting ID: 281 169 987 190 520

Passcode: GF93Nm7q

Dial in by phone

[+1 509-824-1714](tel:+15098241714), [478972248#](tel:+1478972248) United States, Spokane

[Find a local number](#)

Phone conference ID: 478 972 248#

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 1.2.

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 3.3.

1.4 Proposal Due Date and Proposal Submission

Proposals will be accepted until 4:00 PM, Pacific Time, October 29, in accordance with the specifications and conditions stated in the RFP. Proposals must be labeled with the name and number of the solicitation and submitted via Dropbox at the following link:

<https://www.dropbox.com/request/x8yckoh5v22wdhw6kwvy>

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.

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.

1.5 No Proposal

To assist STA with future procurements, prospective Proposers choosing not to submit a Proposal are requested to email the STA contact in Section 1.2 with the reason(s) for not submitting a Proposal in response to this solicitation.

2.0 SCOPE OF WORK

2.1 Introduction

Spokane Transit Authority is seeking Proposals to secure the services of qualified firms or individuals to provide Actuarial Services for Other Post-Employment Benefits (“OPEB”) to comply with Governmental Accounting Standards Board No. 75 (GASB 75), which establish standards for measurement, display and recognition of OPEB expenses and liabilities associated with STA’s retiree health benefit program.

STA currently has approximately eight hundred thirteen (813) active employees. Employees who retire can remain on the medical/vision/dental health plans offered by STA at the employee’s expense subject to the State of Washington Public Employees’ Retirement System (“PERS”) and Public Employees Benefits Board (“PEBB”) rules, as applicable.

Employees in the Amalgamated Transit Union Local No. 1015 (“ATU 1015”) separating with twenty-five (25) years of service are provided a \$5,000 life insurance policy with the premium paid by STA.

STA also provides retirees with a bus pass for the employee and spouse separating at a minimum age of fifty-five (55) years with a minimum of fifteen (15) years of service, or sixty-five (65) years of age, or older, with ten (10) years or more of service.

A full GASB 75 actuarial valuation was performed for 2025. The Net OPEB liability was determined to be \$6,959,959. STA has made the necessary accounting entries required by GASB 75. STA plans to continue on a pay-as-you-go basis and has not pre-funded any portion of the OPEB liability.

2.2 OPEB Plan Description

Eligible retirees receive the following post-employment benefits:

- Medical Insurance (includes vision)
- Dental Insurance
- Life Insurance
- Bus Passes

2.2.1 MEDICAL/DENTAL

STA contracts annually with medical and dental insurance providers. These plans include benefits to eligible retirees and their dependents. Retirees pay the full premiums as contracted with STA providers. The retiree’s eligibility is subject to the respective PERS plan rules:

PUBLIC EMPLOYEES’ RETIRMENT SYSTEM (PERS)

- PERS 1
 - Plan 1 members are eligible to retire at any age with thirty (30) years of service, at age sixty (60) with five (5) years of service, or at age fifty-five (55) with twenty-five (25) years of service. Plan 1 provides disability and survivor benefits.
 - STA has no employees in this plan.

- PERS 2
 - Plan 2 members can retire at age sixty-five (65) with five (5) years of service, or at age fifty-five (55) with twenty (20) years of service. Retirement benefits for members who retire before age sixty-five (65) are actuarially reduced. Plan 2 provides disability and survivor benefits.
 - STA has seven hundred seventeen (717) employees in this plan.
 - The number and age of employees enrolled in PERS 2 are:
 - Under age thirty-five (35) is one hundred forty-four (144), with a range from one (1) to thirteen (13) years of service.
 - Age thirty-five (35) to fifty (50) is two hundred seventy-nine (279), with a range from one (1) to twenty-seven (27) years of service.
 - Age fifty-one (51) to sixty-four (64) is two hundred sixty-seven (267), with a range from one (1) to forty-five (45) years of service.
 - Age sixty-five (65) and over is twenty-seven (27), with a range from one (1) to forty-eight (48) years of service.
- PERS 3
 - Plan 3 members have a two-component benefit structure: a defined-benefit component and a defined-contribution component. Members are eligible for the defined-benefit component at age sixty-five (65) if they have: (a) ten (10) service credit years; or (b) five (5) service credit years, including twelve (12) service credit months after attaining age forty-four (44); or (c) five (5) service credit years by June 1, 2003, under Plan 2 and transferred to Plan 3.
 - Members are also eligible for the defined-benefit component at or after age fifty-five (55) if they have at least ten (10) service credit years. Retirement benefits for members who retire before age sixty-five (65) are actuarially reduced.
 - Plan 3 provides disability and survivor benefits. Members who separate from employment, at or before the defined benefit eligibility date, have immediate access to the defined contribution component.
 - STA has seventy-four (74) employees in this plan.
 - The number and age of employees enrolled in PERS 3 are:
 - Under age thirty-five (35) is twenty-five (25), with a range from one (1) to seven (7) years of service.
 - Age thirty-five (35) to fifty (50) is sixty (60), with a range from one (1) to seventeen (17) years of service.
 - Age fifty-one (51) to sixty-four (64) is thirty-five (35), with a range from one (1) to twenty-nine (29) years of service.
 - Age sixty-five (65) and over is four (4), with a range from five (5) to thirty-six (36) years of service.

STA had thirteen (13) retired employees and four (4) spouses/surviving spouses enrolled in its medical health plan as of December 31, 2025. In 2025, seventeen (17) employees have retired from STA, of which three (3) employees are enrolled in the medical health plan offered by STA.

The estimated paid expense ratio for STA's largest medical provider for active employees was eighty point two percent (80.2%) and for retirees was one hundred ninety-two point one three percent (192.13%) as of December 31, 2025.

2.2.2 LIFE INSURANCE

The ATU 1015 agreement provides for employees retiring with twenty-five (25) years or more of service will be issued a \$5,000 life insurance policy. The premium is paid by STA.

The ATU 1015 had five hundred twenty-three (523) members as of December 31, 2025, with one hundred one (101) retirees enrolled in the life insurance program. STA records the cost of the insurance for these retirees in its financial statements. The cost was approximately one hundred twenty-five dollars (\$125) for 2025.

2.2.3 BUS PASSES

Qualifying retirees may request a bus pass for free transportation for themselves and their spouses. Retirees separating at a minimum of fifty-five (55) years of age with a minimum of fifteen (15) years of service, or sixty-five (65) years of age and older with ten (10) years or more of service qualify for a pass for free transportation. Employees with a minimum of fifteen (15) years of service and who are permanently and/or totally disabled also qualify for a pass for free transportation.

Retiree bus passes are recorded in the financial statements when issued. STA had sixty-two (62) retirees and dependents with annual bus passes as of December 2025. The total value of bus passes issued was approximately \$44,640. The revenue and related costs are recorded in the financial statements as the passes are used and not when issued.

2.3 Scope of Actuarial Services

Minimum Requirements of Actuarial Studies

The actuarial studies under GASB No. 75 shall include the following:

1. Actuarial value of benefits, separately identifying amounts for active employees and retirees, including:
 - a. Present Value of Future Benefits
 - b. Total OPEB Liability
 - c. Fiduciary Net Position
 - d. Net OPEB Liability
 - e. Service Cost
 - f. A ten-year projection of "pay-as-you-go" cost
2. GASB No. 75 accounting information and disclosures, including:
 - a. Schedule of changes in Total OPEB Liability and Fiduciary Net Position
 - b. Required discount rate and healthcare cost trend sensitivity analysis
 - c. Annual OPEB expense, including all component elements
 - d. Schedules of deferred inflows and outflows of resources

3. Description of:
 - a. Plan provisions, including group(s) covered and benefits valued
 - b. Actuarial methods
 - c. Actuarial assumptions
 - d. Data used in the valuation, including age/service distribution table(s)
4. Actuarial certification, including indication of compliance with:
 - a. Actuarial Standards of Practice No. 41, “Actuarial Communications”
 - b. American Academy of Actuaries “Prescribed Statement of Actuarial Opinion”

4.3.1 DELIVERABLES

1. Due Date:
 - a. The final actuarial report shall be provided to STA no later than February 15 each year for fiscal years ending December 31, 2027, to December 31, 2032.
2. Final Report:
 - a. The Contractor shall provide the report containing the information outlined above including all related schedules and exhibits in PDF file format.
 - b. In addition, in the report, STA would like a narrative that includes a description of the methodology and assumptions used, along with reconciliation and explanation of the changes to the liability.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Proposer Registration & Licensing

At the time of Proposal submittal, as a minimum requirement for a Proposal to be deemed responsive, Proposers must meet the following business within the State of Washington, as required by state law. STA encourages Proposers to review the following resources when determining applicable registration requirements:

- Business Registration: <https://dor.wa.gov/open-business/apply-business-license#RegRequire>
- Out of State Businesses: <https://dor.wa.gov/education/industry-guides/out-state-businesses>
- Business Licensing FAQ: <https://dor.wa.gov/open-business/business-licensing-and-renewals-faqs>

3.2 Request for Approved Equals, Questions, Clarifications, or Changes

Requests for an approved equal, questions, clarifications, or changes to the Work, Technical Requirements or RFP Documents shall be submitted to the STA contact in Section 1.2. Requests for changes to the Sample Agreement shall only be submitted as redlines in Word format using the Track Changes tool. A copy of the Sample Agreement with track changes enabled for such requirement is included in this RFP as Exhibit A. 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 1.2.

3.3 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.

3.4 Contract

STA's Sample Agreement (Exhibit A) 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 3.2 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.

3.5 Insurance

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

3.6 Proposer Certification Forms

[This section does not apply to this RFP]

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 Federal Assistance

[This section does not apply to this RFP]

3.13 Public Works

[This section does not apply to this RFP]

3.14 Prevailing Wages

[This section does not apply to this RFP]

3.15 Permits

[This section does not apply to this RFP]

3.16 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.

3.17 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 1.2.

3.18 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.

4.0 PROPOSAL FORMAT AND CONTENTS

4.1 Proposal Format

Proposals shall be submitted as a PDF, in accordance with Section 1.4. All text shall be in the English language. Proposals shall not include any unnecessary, generic or elaborate promotional material.

4.2 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."

4.3 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, Proposals must be presented according 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:

- SECTION A. Introduction and Qualifications of the Proposer
- SECTION B. Project Organization and Staffing Plan
- SECTION C. Management Plan
- SECTION D. Technical Approach and Work Plan
- SECTION E. Compliance with Technical Requirements
- SECTION F. Warranty and Service Agreements
- SECTION G. Completed Forms and Certifications
 - Proposal Response Form (Attachment A)
 - Price Proposal Form (Attachment B)

4.3.1 SECTION 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. Include Proposer point of contact(s) information: name, title, address, email and phone number.
3. 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, 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.

4.3.2 SECTION B. PROJECT ORGANIZATION AND STAFFING PLAN

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

Key Personnel. At a minimum, Proposers shall clearly identify and describe the direct qualifications, experience, and training of the "Key Personnel" it will assign to the Work, including years of experience, years in industry and years with the Proposer. Indicate the primary work location(s) and percentage time commitment of the Key Personnel for the Work. 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 Section A. If awarded a Contract, the Proposer may not substitute Key Personnel at any time without prior written consent by STA.

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

Resumes. Resumes shall be made available upon request.

4.3.3 SECTION 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.

4.3.4 SECTION D. TECHNICAL APPROACH AND WORK PLAN

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.

4.3.5 SECTION E. COMPLIANCE WITH TECHNICAL REQUIREMENTS

[This section does not apply to this RFP]

4.3.6 SECTION F. WARRANTY AND SERVICE AGREEMENTS

[This section does not apply to this RFP]

4.3.7 SECTION G. COMPLETED FORMS AND CERTIFICATIONS

Each page of the Forms and Certifications identified in Section 4.3, and included as Attachments to this RFP, shall be completed in full and signed by personnel of the Proposer authorized to contractually bind the Proposer.

Proposal pricing shall be presented using the Price Proposal Form (Attachment B). 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.

5.0 PROPOSAL EVALUATION

An evaluation committee will privately evaluate all responsive Proposals based upon the evaluation criteria, and their respective weighted importance, specified in Section 5.1, Evaluation Criteria.

The criteria provided in Section 5.1 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.

5.1 Evaluation Criteria

EVALUATION CRITERIA	Weight
Qualifications and relevant experience of key personnel	30 Percent
Technical approach and understanding of STA's OPEB plans	25 Percent
Project management, quality control, and deliverables	15 Percent
Cost	30 Percent
TOTAL POSSIBLE	100 Percent

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:

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

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

5.2 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.

5.3 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”).

5.4 Oral Presentation and Demonstration

[This section does not apply to this RFP]

5.5 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 5.1, 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.

ATTACHMENTS

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

Not Applicable 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)

Not Applicable 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

Not Applicable 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.: _____

Not Applicable *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: _____

Not Applicable 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
PRICE PROPOSAL FORM

We, the undersigned, propose to provide STA with GASB 75 Other Post Employment Benefits Actuarial Services for the fees listed below in accordance with the Scope of Work in Request for Proposal 2026-11262.

<u>DESCRIPTION</u>	<u>NOT TO EXCEED PRICE</u>
GASB 75 Actuarial Services 2027	\$ _____
GASB 75 Actuarial Services 2028	\$ _____
GASB 75 Actuarial Services 2029	\$ _____
GASB 75 Actuarial Services 2030	\$ _____
GASB 75 Actuarial Services 2031	\$ _____
Five (5) Year Total:	\$ _____

COMPANY NAME OF PROVIDER _____

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

DATE SIGNED _____

EXHIBITS

EXHIBIT A – Sample Agreement is attached to this document and posted separately on STA's website under GASB 75 Other Post-Employment Benefits Actuarial Services:

<https://www.spokanetransit.com/bidding-opportunities/>

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between **XXX** (“Consultant”) and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and collectively referred to as “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF WORK

Unless stated otherwise in this Agreement, the Consultant will provide services, staff and otherwise do all things necessary for or incidental to the performance of GASB 75 Actuarial Services (the “Work”) as described in the Scope of Work (“SOW”), attached hereto and incorporated herein as Exhibit A.

STA may modify the SOW whenever it shall be deemed necessary or advisable to do so. The Consultant shall accept such modifications when ordered in writing by STA and shall promptly execute an amendment to this Agreement. If any such change causes an increase or decrease in the price of, or the time required for, performance of any part of the Work, an equitable adjustment shall be made in the compensation, delivery schedule or other terms.

2. TERM

The initial term (“Term”) of this Agreement shall commence on upon the last date of execution and continue for a period of five (5) years, unless terminated sooner in accordance with Section 13 herein.

3. COMPENSATION

STA shall compensate Consultant for the performance of Work in accordance with the *Compensation Schedule* attached hereto as Exhibit B and incorporated herein. Such compensation shall be fixed for the Term of this Agreement.

4. INVOICING

Consultant shall submit an original invoice to STA by the fifteenth (15th) of the month for the performance of Work during the immediately preceding month. The invoice shall (1) include sufficient detail to generally identify the Work performed; (2) include all substantiating documentation for expenses or subcontracted services; (3) identify a subtotal, if applicable; (4) identify separately applicable sales taxes, if any; (5) identify an invoice total; and (6) identify this Agreement number.

For any reimbursable or subconsultant expense, Consultant shall submit copies of receipts and/or subconsultant invoices to substantiate such expense.

STA shall not accept any invoice submitted by the Consultant which lacks sufficient detail or adequate documentation, as solely determined by STA. Any incomplete invoice shall be promptly returned to Consultant and the Consultant shall be required to resubmit said invoice complete with all necessary documentation to be considered for payment.

5. PAYMENT

Payment to Consultant shall be considered timely when issued within thirty (30) days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audits or otherwise, determined to have been improperly invoiced.

- A. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA, or the receipt thereof by the Consultant, shall not constitute in any sense acceptance of the Work performed by Consultant, or any portion thereof, and shall in no way lessen the liability of the Consultant to re-perform Work which does not conform to this Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
- B. Prompt Payment of Subconsultants. The Consultant is required to make payment to subconsultants within thirty (30) days from the receipt of each payment the Consultant receives from STA for satisfactorily completed subconsultant work, whether such payment is a progress or final payment. If payment disputes arise between the Consultant and its subconsultants, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subconsultants. The Consultant shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Consultant will not be paid for subconsultants' work unless the Consultant can show that a prompt payment method for its subconsultants is in place. The Consultant shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subconsultant for non-compliance with this section.

6. NOTICES

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by email, addressed to the Parties' representatives set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

Consultant	Spokane Transit Authority
Contact Title Company Add l City, ST ZIP E: email P: (XXX) XXX-XXXX	Contracts Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com P: (509) 325-60000

7. COMMUNICATIONS

Any administrative or operational communications required by the Parties shall be directed to the Parties' representatives below:

Consultant	Spokane Transit Authority
Contact Title Company Add l City, ST ZIP E: email P: (509) XXX-XXXX	Tammy Johnston Director of Financial Services Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: tjohnston@spokanetransit.com P: (509) 232-6314

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties' representatives set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

8. INSURANCE

A. Minimum Scope of Insurance. For the duration of this Agreement, Consultant shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Consultant's work, including the delivery of Work, and the work of the Consultant's agents, representatives, employees, subcontractors or subconsultants as required herein:

- 1) General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, per project (ISO CG 25 03 or 25 04). Coverage shall include, but is not limited to, bodily injury, personal injury, advertising injury, blanket contractual liability, products and completed operations, and property damage.
- 2) Automobile Liability. Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office form CA 00 01, including coverage for any owned, hired, non-owned or rented automobile with minimum limits of \$1,000,000 combined single limit, each accident, for bodily injury and property damage.

- 3) Professional Liability. Commercial Professional Liability insurance with minimum limits of \$2,000,000 per claim and \$4,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this Agreement. Coverage shall be maintained, or the policy shall include an “extended reporting period”, for a minimum of three (3) years following expiration of this Agreement or STA’s final acceptance of the Work, whichever occurs later.
- 4) Worker’s Compensation. Statutory requirements for Consultant’s state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
- B. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
- C. Additional Insured. Consultant’s General Liability and Automobile Liability policies shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees, agents and representatives as additional insureds under such policies.
- D. Deductible. Consultant is responsible for the payment of any deductible or approved self-insured retention that is required by any of Consultant’s insurance. If STA is required to contribute to the deductible under any of Consultant’s insurance policies, the Consultant shall reimburse STA the full amount of STA’s contribution to the deductible. Consultant’s deductible for each insurance policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.
- E. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of this Agreement. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
- F. Primary & Noncontributory. It is the intent of this Agreement for the Consultant’s insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA’s own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Consultant’s commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
- G. Waiver of Subrogation. All insurance coverages maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against STA, its elected and appointed officials, officers, directors, employees, agents, representatives and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against STA and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- H. Verification of Coverage. Within five (5) days of execution of this Agreement, or prior to commencement of any work, whichever occurs earlier, the Consultant shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of this Agreement exceed the term of any of Consultant’s policies, the Consultant shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies’ expiration. STA reserves the right to receive a certified and complete copy of all of the Consultant’s insurance policies.

- I. Notice of Cancellation. The Consultant must provide written notification to STA for any cancellation, suspension or material change in Consultant's coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
- J. Subconsultant Coverage. The Consultant shall ensure and require its subconsultants of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
- K. Limit of Liability. STA's specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Consultant. Coverages and amounts are the minimum to be provided and are not limitations of liability under this Agreement, indemnification or applicable law provisions. The Consultant may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
- L. Damages. If STA is damaged by the failure of the Consultant to maintain any of the above insurance or to so notify STA in accordance with this Section 8, the Consultant shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
- M. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly reimbursed by Consultant, or STA shall withhold amounts sufficient to pay premium from Consultant payments.
- N. Submittals. Any communication, submittal or notice required in this Section shall be submitted to coi@spokanetransit.com.

9. INDEMNIFICATION

To the maximum extent provided by law, the Consultant shall indemnify and hold STA, its officers, directors, employees, agents, representatives and volunteers harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, directors, employees, agents and representatives in its performance under this Agreement, except for claims caused by the sole negligence of STA. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors or omissions, the Consultant shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Consultant, and all judgments that may be obtained against STA, or any of its officers, directors, employees, agents and representatives in such suits.

To the maximum extent provided by law, STA shall defend, indemnify and hold the Consultant, its officers, directors, employees, agents and representatives harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of STA, its officers, directors, employees, agents and representatives in its performance under this Agreement, except for claims caused by the sole negligence of the Consultant.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE

PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

STA's inspection or acceptance of the Consultant's services shall not be grounds to void any of these covenants of indemnification. STA is authorized to withhold or offset any fees owing the Consultant as a result of this indemnification.

10. INDEPENDENT CAPACITY

- A. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of STA, nor shall the Consultant be eligible for any employee benefits. During the course of this Agreement, the Consultant shall be responsible and exercise full control over the method, manner and means of performing the Scope of Work.
- B. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.
- C. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

11. PRECEDENCE

Any conflict or inconsistency in this Agreement shall be resolved by giving the Agreement documents precedence in the following order:

- A. Agreement Amendments in descending order;
- B. Executed Agreement, Attachments and Exhibits;
- C. Scope of Work;
- D. Executed Consultant Proposal;
- E. RFP documents & attachments/exhibits;
- F. Instruction to Proposers.

12. DISPUTE RESOLUTION

Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by STA's Director of Procurement. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Chief Executive Officer of STA. In connection with said appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of its obligations under this Agreement while matters in dispute are

being resolved. The final decision of STA's Chief Executive Officer shall be binding upon STA's Director of Procurement and the Consultant, and the Parties shall abide by the decision.

13. TERMINATION

- A. Convenience. STA may terminate this Agreement, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination ("NOT") in accordance with Section 6 of this Agreement, setting forth the effective date of termination. Consultant shall be paid its costs, in accordance with the terms of this Agreement, through the effective date of termination. If Consultant has any property in its possession belonging to STA, Consultant will account for the same and return it to STA or dispose of it in the manner STA directs.
- B. Default, Breach or Cause. Any Party may terminate this Agreement for default, breach or cause in the event a Party fails to perform a material obligation under, or fails to comply with any provision of, this Agreement. Termination shall be effected by serving a NOT in accordance with Section 6 of this Agreement, setting forth the manner in which the Party is in default or breach and the effective date of termination. Termination shall not take effect if the default or breach has been cured within ten (10) calendar days after the date of NOT. STA reserves the right to permit Consultant to establish a new performance or delivery schedule and allow Consultant to continue Work, or revise such termination as a termination for convenience.
- C. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the parties hereto.

14. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

15. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender

identity, age or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

- 1) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit law at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR, Parts 60 *et seq.*, (as may be amended) and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623, and Federal transit law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 4) The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. QUALIFIED TO DO BUSINESS

Consultant represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or

approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

17. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

18. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

19. INTERPRETATION

As a further condition of this Agreement, STA and the Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

20. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

21. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties hereto.

22. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

23. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Party.

24. ANTI-KICKBACK

No officer or employee of STA or Consultant, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

25. CONFLICT OF INTEREST

No employee, officer or agent of STA shall participate in selection or in the award or administration of an agreement or contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer or agent;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any employee, officer or agent of STA
- E. has a financial or other interest in the firm selected for award.

26. EMPLOYEE SOLICITATION

Consultant, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Consultant's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Consultant if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Consultant or any of Consultant's affiliates, subsidiaries or connected business. This Section shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Consultant recognizes and acknowledges that STA's employees may receive training and other benefits from its contractual relationship with STA because of STA's assignment of employees to work in connection with Consultant's Agreement. Consultant agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

27. TRADEMARKS AND LOGOS

The Parties to this Agreement are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

28. PUBLIC RECORDS ACT

The Consultant understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the "Public Records Act", RCW 42.56 *et seq.*

Consultant understands and agrees that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Consultant shall cooperate in a timely manner with STA in responding to a public records request (“PRR”) related to this Agreement or the services provided under this Agreement. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to STA. Consultant shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate STA’s application of allowable Public Records Act exemptions. Consultant shall not charge STA for the time spent gathering and producing records pursuant to a PRR.

29. AUDIT/RECORDS

The Consultant shall maintain for a minimum of six (6) years following expiration of this Agreement or final payment, whichever occurs later, all records related to its performance of this Agreement. STA may audit any Consultant record related to this Agreement for any reason and the Consultant shall provide copies of and/or access to, at reasonable times, any such record upon request by STA. The Consultant shall provide access to authorized representatives of the Washington State Auditor’s Office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 28 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

30. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

31. ELECTRONIC SIGNATURES

The Parties agree a signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

[signatures on the following page]

32. SIGNATURES

The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.

Consultant

Spokane Transit Authority

By: XXX
Title: XXX

By: Tammy Johnston
Title: Director of Financial Services

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

FINAL SCOPE OF WORK INSERTED HERE

SAMPLE

EXHIBIT B
COMPENSATION SCHEDULE

FINAL COMPENSATION SCHEDULE INSERTED HERE

SAMPLE