PROCUREMENT MANUAL

Approved September 11, 2025

Spokane Regional Transportation Council

Spokane Regional Transportation Council Membership

City of Airway Heights

City of Cheney

City of Deer Park

City of Liberty Lake

City of Medical Lake

City of Millwood

City of Spokane

City of Spokane Valley

Kalispel Tribe of Indians

Spokane County

Spokane Transit Authority

Spokane Tribe of Indians

Town of Fairfield

Town of Latah

Town of Rockford

Town of Spangle

Town of Waverely

Washington State Department of Transportation

Washington State Transportation Commission

Procurement Manual

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Regional Transportation Decisions Start Here

The Spokane Regional Transportation Council (SRTC) is the lead agency for coordinating transportation planning activities in the Spokane region. SRTC serves as the Metropolitan Planning Organization (MPO) for the region and is responsible for ensuring compliance with federal transportation planning requirements. Since the Spokane Metropolitan Planning Area is over 200,000 in population, SRTC is also designated as a Transportation Management Area (TMA), which involves additional responsibilities and discretion in allocating certain federal transportation funds within the urbanized area. Finally, SRTC serves as the state designated Regional Transportation Planning Organization (RTPO) for Spokane County. RTPOs are voluntary associations of local governments authorized as part of the 1990 Washington State Growth Management Act to ensure local and regional coordination of transportation plans. As both a MPO and RTPO SRTC must comply with both Federal and State purchasing requirements for public funds in accordance with the requirements of the Federal awards to which they apply and the provisions of section 2 of the Code of Federal Regulations (CFR) Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; FTA Circular C 4220.1F as amended or superseded; and 49 USC 5323(j).

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Section 1: Policy Statement

It is the policy of the Spokane Regional Transportation Council (SRTC) to ensure that high quality goods and services are procured: (a) at the best available price and value; (b) through sound business and ethical practices; and (c) in a manner that promotes open and free competition.

Section 2: Purpose and Definitions

2.1 Purpose

This document establishes the guidelines through which goods and services will be procured by SRTC. This Procurement Manual represents best practices found in federal, state, and local laws. Where a contract or other obligation requires that goods and services be procured through a certain process (e.g., the Washington State Department of Transportation's Local Agency Guidelines (LAG) Manual), such process shall supersede the guidelines set forth in this Manual.

This manual is modeled after the practices found in the "Washington Purchasing Manual" published by the Washington State Department of Enterprise Services to include the state purchasing policy set forth in Chapter 43.19 RCW.

2.2 Definitions

The following words and terms have the meaning set forth below.

a. **SRTC Board** or **Board** - means the governing body of the Spokane Regional Transportation Council as established through an Interlocal Agreement

b. **Executive Director** - means the person appointed by the SRTC Board to manage and direct the administrative affairs of SRTC, including designees appointed by the Executive Director.

c. **Contract** - includes purchase orders, invoices, licenses, leases, change orders and other obligations where consideration is exchanged between the parties.

d. **Contract Amendment** - means any written modification to the terms and conditions of any contract accomplished by mutual action of the parties to the contract.

e. **Contract Award** - means the Board has authorized the Executive Director to enter into a contract with a vendor, a consultant, entity, or government on behalf of SRTC.

f. **Change Order** - means a written order signed by the Executive Director which authorizes and directs a change to the original contract.

g. **Goods** - means all things, tangible or intangible, that are movable at the time of being identified in the contract/purchase order, including, but not limited to, materials, supplies, equipment, fixtures, and furnishings necessary for the management, operation, and maintenance of SRTC and its facilities.

h. **Interlocal Agreement** - means the agreement establishing SRTC as a legal entity, pursuant to state and federal law, among the City of Spokane, Spokane County, Kalispel and Spokane Tribes, Washington State Department of Transportation, Washington State Transportation Commission, Spokane Transit Authority, Spokane International Airport Board, and other cities and towns within Spokane County.

i. **Personal Services** - means services delivered through a consultant to accomplish a specific study, project, task, or other scope of work. Personal services are typically procured to resolve a particular issue or expedite a specific project that requires special expertise.

j. **Proprietary specification** - means a specification that describes a material made and marketed by a person or entity having the exclusive right to manufacture and sell the material and excludes other material with similar quality, performance, or functional characteristics from being responsive to the solicitation.

k. **Purchased Service** - means the furnishing of labor or effort by a person as an independent contractor to accomplish routine, continuing, and necessary functions such as preventative equipment maintenance and repair, physical plant repair, elevator maintenance, and related matters. Purchased services do not include "personal services".

l. **Purchasing** - means entering into a financial obligation to obtain through contract, goods or services.

m. **Responsibility** - means a bidder that is qualified to be awarded a project as defined by RCW 39.04.350.

Section 3: Ethical Standards

No employee, officer, board member, or agent of SRTC shall participate in the selection, award, or administration of a contract or authorization of a purchase if a conflict of interest, real or apparent, would be involved. Ethical standards for SRTC employees, officers, board members, and agents are set forth in SRTC's Code of Ethics, which is included with this Procurement Manual as Appendix A.

The Executive Director shall require any person who serves on any committee established to assist the Executive Director in evaluating competing proposals or statements of qualifications to sign a conflict of interest/disclosure statement before receiving proposals or statements of qualifications that he or she: (a) does not have a conflict of interest concerning the procurement; (b) shall not discuss the procurement with any competing vendor except as permitted through these guidelines; and (c) shall not disclose information contained in the proposals or statements to any person during the evaluation process.

Section 4: General Provisions

4.1 Applicability and Types of Funds

Except as provided in Section 4.2 below, these guidelines apply to the expenditure of funds obligated or received by SRTC.

4.2 Exempt Procurements

The below contracts shall be exempt from the provisions of these guidelines:

a. Arbitrator or Mediator Services

b. Commercial Lease Agreements, Real Property Purchase Agreements, and Commercial Real Estate Brokerage Professional Services

c. Hearing Examiner Services

d. Intergovernmental Agreements

e. Legal Services

f. Risk Management Services and Insurance

g. Settlement of Claims or Litigation

4.3 Authority to Contract

The authority to contract and make financial expenditures is established in accordance with the SRTC Interlocal Agreement, specifically Section 5.C.2 and 5.D.3 as amended.

Section 5.C.2. states "The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board, subject to the annual adopted budget."

Section 5.D.3. states the Board is authorized to "Employ or contract with such engineering, legal, financial and other specialized personnel as may be necessary to accomplish the purposes of SRTC;"

The SRTC Board delegates to the Executive Director the authority to initiate and award procurements, execute contracts and amendments (including change orders) and make expenditures in accordance with the provisions of this Manual, the approved SRTC annual budget, work plan, and agency policies and procedures. The Executive Director shall maintain records of these expenditures and procurements and report monthly to the Board on budget activity.

4.3.1 Procurements up to $150,000

The Executive Director has the authority to initiate and award procurements and to execute purchase orders and contracts not expected to exceed $150,000. The Executive Director is also authorized to sign contract amendments and change orders that modify the scope, term, or cost of the contract, as long as the total price: 1) remains at or below $150,000; and 2) does not exceed the amount included in the Unified Planning Work Program (UPWP) and annual budget

4.3.2 Procurements (with Change Orders) that Exceed $150,000

The SRTC Board shall approve procurements that are expected to exceed $150,000. This authorization can occur through the Board's approval of the UPWP and the Annual Budget, or through a specific request to amend the UPWP and the Annual Budget. The Executive Director may approve change orders or amendments that increase the contract amount by no more than ten percent (10%) cumulatively, provided such change order(s) do not exceed the total amount of $150,000. The Board shall also take action to award the contract and to authorize the Executive Director to execute the contract.

4.4 Dollar Limit for Formal and Informal Procurements

Procurements expected to be $100,000 or less shall be conducted according to the procurement procedures in Subsections 5.2. Procurements expected to exceed $100,000 shall be made according to the procurement procedures in Subsection 5.3.

4.5 Restricting Competition

All procurements are to be conducted in a manner that provides for full and open competition. Situations considered to be restrictive of competition include but are not limited to:

a. Placing unreasonable pre-qualification requirements on firms.

b. Requiring unnecessary experience and/or excess bonding.

c. Noncompetitive pricing practices between firms and between affiliated companies.

d. Noncompetitive awards to consultants that are on retainer contracts.

e. Except as provided for in Subsection 5.3.3.9 to break a tie between equal bids, no geographical preferences shall be used in the evaluation of bids or proposals, unless State/Federal statutes expressly mandate or encourage geographic preference.

f. Splitting purchases or contracts to avoid competition.

g. Organizational conflicts of interest, as defined in SRTC's Code of Ethics (Appendix A).

4.6 Eligibility of Bidders and Offerors

No person or entity that is currently debarred under the federal or state contracting and procurement laws is eligible to participate in an SRTC procurement during the term of debarment. The Executive Director or their designee shall verify and document the debarment status of each bidder or offeror prior to the award of any contract in excess of $25,000.

Section 5: Procurement Procedures

The Executive Director is responsible for ensuring that the appropriate procurement procedures are followed, consistent with applicable federal, state, and local laws and regulations. Procurements may not be divided to avoid the applicable procurement process.

5.1 Purchase Thresholds

The Purchase Thresholds table below refers to the section for additional details for each threshold level.

Section Reference	Amount From	Amount To	General Requirement
5.2.1	$0	$3,000	Reasonable research for price & quality
5.2.2	$3,001	$50,000	Solicit 3 written quotes/price sheets
5.2.3	$50,001	$100,000	Solicit 3 written quotes
5.3	$100,001	And above	Utilize RFP (5.3.1)/RFQ (5.3.2)/IFB process (5.3.3)

SRTC utilizes the following processes to procure goods and services:

a. Subsection 5.2 – Procurement for purchase less than $100,000

b. Subsection 5.3.1 – Formal procurement by a Request for Proposals (RFP)

c. Subsection 5.3.2 – Formal procurement by a Request for Qualifications (RFQ)

d. Subsection 5.3.3 – Formal procurement by an Invitation for Bids (IFB)

e. Subsection 5.4.1 – Limited or no competition procurement

5.2 Procurement for purchases less than $100,000

5.2.1 Purchases of $3,000 or less

For purchases up to $3,000, the Executive Director or designee shall reasonably research the price and quality for goods or services under the circumstances; however, competition for purchases under $3,000 is not required. If practicable, the supporting documentation used to make the purchasing decision shall be retained by SRTC for six years.

5.2.2 Purchases from $3,001 to $50,000

For purchases between $3,001 and $50,000, the Executive Director or designee shall require documentation of three written quotes. Electronic quotes are acceptable. The quotes and names of the vendors shall be documented and retained for six years. The documentation shall also include the name of the vendor's employee providing the quote, the date of the call or email, and the vendor's telephone number or email address.

5.2.3 Purchases from $50,001 to $100,000

For purchases between $50,001 and $100,000, the Executive Director or designee shall obtain written quotes from a minimum of three qualified vendors. Vendors shall be required to confirm their quotes in writing prior to delivery or signature of a contract or purchase order. The names of the vendors contacted, along with each written quote received, shall be documented and retained for six years.

5.3 Purchases greater than $100,000

Purchases greater than $100,000 shall require a formal RFP/RFQ/IFB process as outlined in sections 5.3.1, 5.3.2 and 5.3.3.

5.3.1 Formal procurement of services by a Request for Proposals (RFP)

5.3.1.1 Content of a Request for Proposals

The Executive Director or designee shall issue an RFP to obtain competitive proposals/submissions. The Request for Proposals shall include the following:

a. A scope of work describing the services or work, and/or performance specifications;

b. The evaluation factors by which proposals will be evaluated, with their relative importance;

c. The minimum qualifications and experience necessary to perform the services;

d. An estimated duration for the services;

e. A statement about confidentiality;

f. The time, date, and location for any preproposal conference;

g. A statement that discussions may be conducted with offerors who submit responsive proposals;

h. A statement that SRTC reserves the right to cancel the solicitation, in part or in whole at any time, and to reject any and all proposals;

i. If appropriate, a request for fees, costs, percentages, or rates;

j. The location and closing date and time for receipt of proposals. The contact information (email address) of the Executive Director or designee for receipt of electronic proposal submissions;

k. The type of contract to be used;

l. Statement that all Proposers (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process;

m. Submittal must include: Cover letter, principal contacts, and conflict of interest statements;

n. All respondents will include in their submittal, acknowledging receipt of all amendments;

o. Appendices B, C, D;

p. Appendix E only if applicable;

q. The contract terms and conditions, including those required by Subsections 6.2 and 6.3

5.3.1.2 Availability of the Request for Proposals

The Request for Proposals will be made available to prospective offerors no less than 21 days before the closing date and time for receipt of proposals, unless a shorter time is determined to be necessary by the Executive Director. Request for Proposals shall not be made available to prospective offerors sooner than the date of first publication under Subsection 5.3.1.3.

5.3.1.3 Notification of Request for Proposals

The Executive Director or designee shall place the RFP on the SRTC Website and in an area newspaper one day per week for two consecutive weeks (14 day minimum). The first newspaper publication date should occur at least 21 days prior to the proposal's opening date. However, in the event of unusual circumstances, as determined by the Executive Director, the Executive Director may at their discretion reduce the published notice to a period less than 21 days, if it promotes the best interests of SRTC.

5.3.1.4 Amendment of Request for Proposals

An amendment to an RFP shall be used to:

a. Make changes in the RFP;

b. Correct defects or ambiguities;

c. Furnish information or answer questions; or

d. Inform offerors of alternate requirements or methods.

The Executive Director or designee shall place on the SRTC Website and send the amendment to all persons to whom the RFP was distributed. The Executive Director or designee shall issue the amendment within a reasonable time before the submittal due date to allow prospective offerors to consider it in preparing their bids. If the submittal due date does not permit sufficient time for proposal preparation, that time and date shall be extended in the amendment or, if necessary, confirmed by email, facsimile, or telephone.

5.3.1.5 RFP Clarification Question and Pre-Submittal Conference

The Executive Director or designee shall specify a date approximately 10 days prior to the submittal due date for submission of RFP clarification questions from potential proposers. Answers to submitted clarification questions shall be posted to the SRTC website no later than three (3) to five (5) days following the clarification questions due date. SRTC has the option of scheduling a pre-submittal conference to review clarification questions and solicit comments from prospective offerors. Statements made at a pre-submittal conference shall not be considered amendments to the RFP unless a written amendment is issued pursuant to Subsection 5.3.1.4 above.

5.3.1.6 Modification or Withdrawal of Submissions Before the Closing Date

An offeror may modify or withdraw its proposal at any time before submittal due date if the Executive Director or designee receives the modification or withdrawal request in writing before the time and date set for the submittal due date. Any request to withdraw or modify a proposal received before the submittal due date shall be in writing and signed by an authorized agent of the offeror. All documents concerning a modification or withdrawal of a submission shall be retained in the appropriate procurement file.

5.3.1.7 Modification or withdrawal of submissions before the closing date

A submission modification or withdrawal is late and will be rejected if it is received (either electronically or hard copy) at the location designated in the Request for Proposals after the time and submittal due date, unless the modification or withdrawal would have been timely received but for the action or inaction of SRTC. Offerors submitting proposals, modifications, or withdrawals that are rejected as late shall be notified as soon as practicable. The Executive Director or designee shall retain a copy in the procurement file of the envelope, email, or other document showing the time and date that the agency received a late proposal, late modification, or late withdrawal, and any additional information necessary to identify the offeror and the solicitation to which the proposal was submitted. The Executive Director or designee shall return unopened the late proposal, late modification, or late withdrawal to the offeror. If it was necessary to open the late proposal, late modification, or late withdrawal in order to identify it, the Executive Director or designee shall retain that proposal modification or withdrawal in the procurement file.

5.3.1.8 Modification or Withdrawal of Submissions Before the Closing Date

A modification of a proposal resulting from an amendment to the RFP shall be received by the date and time set forth in the amendment. Late submittals shall not be considered except under the circumstances set forth in Subsection 5.3.1.7.

5.3.1.9 Receipt, Opening, and Recording of Proposal Submissions

Each proposal received shall be date and time-stamped (unless received electronically) and retained, unopened, in a secure place by the Executive Director or designee until closing date and time for receipt of proposals. Proposals received electronically by the Executive Director or designee shall be saved in a designated Procurement email folder and not shared until the designated date and time of the proposal openings. All submittals shall be effective for a minimum of ninety (90) calendar days from the due date. Proposals shall be opened publicly, and the names of the offerors read; alternatively, the names of the offerors responding to the solicitation shall be posted on the SRTC website. All other information shall remain confidential. Proposals and modifications shall be shown only to SRTC staff having a legitimate interest in them, or to persons assisting the Executive Director or designee in the evaluation of the proposals, who have signed the disclosure statement required by Section 3.

5.3.1.10 RFP Single Proposal Received

If only one responsive proposal is received in response to an RFP, an award may be made to the single bidder with Board approval if the Executive Director determines that the price submitted is fair and reasonable, and that other prospective bidders had a reasonable opportunity to respond as set forth in Subsection 5.4.4.

5.3.1.11 Evaluation of Proposals and Selection Process

Proposals shall be evaluated solely on the evaluation factors set forth in the Request for Proposals by SRTC's Submittal Review Team. The Executive Director or designee may conduct discussions with responsive offerors. A determination that a proposal is unacceptable shall be in writing.

5.3.1.12 Discussions with Individual Offerors

The Executive Director or designee shall establish procedures and schedules for conducting discussions. The highest scoring proposers may be asked to participate in an interview. Interview questions will be provided to each party expected to participate in an interview, at least 48 hours prior to the interview date. Disclosure of one offeror's price to another and any information derived from competing proposals is prohibited.

5.3.1.13 Mistakes in Proposals

Before the time and date set for receipt of proposals, any offeror may withdraw its proposal or correct any mistake by modifying its proposal. After closing date for receipt of proposals, an offeror may withdraw a proposal or correct a mistake according to Subsection 5.3.3.8. Mistakes shall not be corrected after awarding a contract except according to Subsection 5.3.3.8.

5.3.1.14 Award of a Contract

The contract shall be awarded to the offeror whose proposal is determined to be the most advantageous to SRTC based on the evaluation factors set forth in the RFP and, if conducted, the interview process. The prices for any contract extension or renewal may be considered in determining which proposal is the most advantageous to SRTC. At least five (5) days before award of a contract, the Executive Director or designee shall publicly disclose and notify all bidders or

offerors in writing of the Director's recommendation to the SRTC Board regarding the contract award. The public disclosure may be in the form of an agenda for the SRTC Board meeting at which the award will take place. The SRTC Board shall not make an award for five (5) working days following issuance of a decision or dispositive order on a protest, except as permitted under Subsection 8.9.2. Awards of contracts shall be final, and no protest may be filed after award.

5.3.1.15 Cancelation of a Request for Proposals

The Executive Director may cancel a Request for Proposals and reject all proposals at any time during the procurement process. Notice of cancellation shall be sent to all persons who received a solicitation. Proposals received by SRTC shall be returned to the offerors. The offeror shall not be entitled to proposal preparation costs due to the cancellation. If a Request for Proposals is canceled after proposals are opened or evaluated, notice of cancellation and rejection of all proposals shall be sent to all offerors. All proposals shall be retained in the procurement file for six years.

5.3.2 FormalProcurement by Request for Qualifications (RFQ)

5.3.2.1 Conditions for Use

At the discretion of the Executive Director, professional services other than those related to construction may be procured through the issuance of a Request for Qualifications (RFQ) where it is appropriate to base contractor selection solely on qualifications, to exclude consideration of price or fee, and to conduct fee negotiations with the most qualified offeror.

5.3.2.2 Contents of Request for Qualifications

A Request for Qualifications shall describe the services sought and list the type of information and data required from each offeror. It shall also contain the information set forth in Subsection 5.3.3.1 other than that relating to price. The Request for Qualifications shall state that the Executive Director shall negotiate compensation with the offeror determined to be most qualified and that, if a fair and reasonable compensation cannot be negotiated with that offeror, the Executive Director shall initiate negotiations with the next most qualified offeror (see RCW Chapter 39.80).

5.3.2.3 Request for Qualifications Process

The Request for Qualifications process shall be conducted in accordance with Subsections 5.3.1.2 through 5.3.1.15.

5.3.2.4 Submittal Content Requirements

Submittals must include the following information:

a. Make changes in the RFP;

b. Correct defects or ambiguities;

c. Furnish information or answer questions; or

d. Staffing: A staffing plan for the project. The plan shall include the following in table format:

i. Project organization chart, which must identify the project manager or principal in charge.

ii. Names of key project team members and subconsultants. Only those personnel who will be working directly on the project should be identified.

iii. The role and responsibility of each team member.

iv. Percent of time of each team member, including subconsultants, is expected to work on the Project during the contract period.

v. Any expected role of SRTC technical staff support.

e. Schedule: A preliminary schedule for the Project. The schedule shall indicate work plan tasks and their durations.

f. Resumes: Resumes for key staff members assigned to the Project.

g. Conflict of Interest: Proposers are required to document any potential conflicts of interest in the submittal. A conflict of interest shall be cause for disqualifying a Proposer from consideration. SRTC will be the final determining body as to whether a conflict of interest exists. A potential conflict of interest may include, but is not limited to:

i. Accepting an assignment where duty to the client would conflict with the Proposer's personal interest, or interest of another client;

ii. Performing work for a client or having an interest which could conflict with this contract; and/or

iii. Employing personnel who were employed with SRTC or one of its member agencies within the past year.

h. Acknowledgement of Amendments: If the RFP is amended, the offeror must acknowledge receipt of the amendment(s) to this solicitation as part of their submittal package (if applicable, provide number and date of each acknowledged amendment).

5.3.3 Formal procurement by an Invitation for Bids (IFB)

The Executive Director shall prepare and issue an Invitation for Bids (IFB) for procurements conducted through competitive sealed bidding. For public work procurements, the Executive Director shall comply with the requirements set forth in RCW Chapters 39.04, 39.08, 39.10, and 39.12, to the extent those statutes conflict with or add to these guidelines. For other types of sealed bidding, the following process shall be used.

If the Invitation for Bids incorporates documents by reference, it shall specify where those documents may be obtained. An Invitation for Bids may require the submission of bid samples, descriptive literature, and technical data to include inspection or testing of a product before award. A copy of the Invitation for Bids shall be (a) placed on the SRTC website and (b) available for public inspection at SRTC office during normal business hours.

5.3.3.1 Content of Invitation for Bids (IFB)

The Invitation for Bids shall include the following:

a. Instruction and information concerning the bid submission requirements, including the time and date set for bid opening, the address of the office where the bids are to be received, the period of time that the bid shall remain open, the location and the date and time of any pre-bid meeting or site visit, and any other special information;

b. The purchase description, specifications, any applicable evaluation criteria, delivery or performance schedule, plans and drawings, and acceptance requirements;

c. A statement identifying the factors/criteria for award of the contract;

d. A statement in the instructions to bidders advising that SRTC reserves the right to cancel the solicitation in part or in whole at any time, and to reject all bids;

e. A form or other space for the bidder's price (or fee) and for prices, percentages, or rates for any periods of contract extension or renewal;

f. The contract terms and conditions, including those required by Subsection 7.2, warranty, contract duration and periods of extension or renewal, and bonding or other security requirements, as applicable.

5.3.3.2 Notification of Invitation for Bids

A notice of the IFB shall be posted on the SRTC Website and published according to the provisions applicable to Subsection 5.3.1.3.

5.3.3.3 Amendment to Invitation for Bids

Amendments of an IFB shall be made according to Subsection 5.3.1.4.

5.3.3.4 Pre-Bid Conference

Any pre-bid conference shall be conducted according to Subsection 5.3.1.5.

5.3.3.5 Pre-Opening Modification or Withdrawal of Bids

Modifications or withdrawals of bids before the closing date and time for receipt of proposals may be permitted according to Subsection 5.3.1.6.

5.3.3.6 Late Bids, Late Withdrawals, and Late Modifications

A bid, modification or withdrawal received after the closing date and time for receipt of bids is late and shall not be considered except as provided under Subsection 5.3.1.7.

5.3.3.7 Receipt, Opening, and Recording of Bids

Each bid and modification shall be date and time-stamped upon receipt and stored unopened in a secure place by the Executive Director or his/her designee until the time and date set for bid opening. Bids and modifications shall be opened publicly at the time, date, and location designated in the Invitation for Bids. The name of each bidder and the bid price shall be read aloud and recorded at the time of bid opening; alternatively the names of the bidders responding to the

solicitation shall be posted on the SRTC website. This record is open to public inspection at the bid opening. After contract award, the bids shall be available for public inspection except to the extent that the withholding of information is permitted or required by law. The record of bid prices can be available for public inspection before the award.

5.3.3.8 Mistakes in Bids

A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting its bid. After bid opening, a bidder may not correct or withdraw a bid mistake based on an error in judgment. Errors in judgment are those requiring the exercise of bidder discretion, for instance, those which relate to pricing strategies rather than to clerical or mathematical error. Non-judgmental bid mistakes may be corrected or withdrawn pursuant to the following:

a. The Executive Director may either waive minor irregularities in a bid or allow the bidder to correct them if correction is advantageous to SRTC. Nothing in this Section shall be construed as requiring the Executive Director to waive any irregularities or to allow their correction.pecifications, any applicable evaluation criteria, delivery or performance schedule, plans and drawings, and acceptance requirements;

b. If a mistake and the intended bid are evident on the face of the bid, the bid may not be withdrawn and shall be corrected to the intended bid.

The Executive Director may permit a bidder to withdraw a bid if:

a. A non-judgmental mistake is evident; or

b. The bidder establishes by clear and convincing evidence that a non-judgmental mistake was made.

In the event of a discrepancy between the unit price and its extension in the bid, the unit price shall govern. Mistakes shall not be corrected after award of the contract except where the Executive Director prepares and issues a written determination that it does not create an unfair advantage for the bidder, would be in SRTC's best interest to permit correction, and states the basis for the decision.

If correction or withdrawal of a bid after the bid opening is permitted or denied, the Executive Director or designee shall prepare and issue a written determination showing that the relief was permitted or denied, and the basis for the decision.

5.3.3.9 Bid Evaluation and Award

The contract shall be awarded to the responsible bidder submitting the lowest responsive bid which meets the requirements and applicable evaluation criteria set forth in the Invitation for Bids.

A product acceptability evaluation shall be conducted solely to determine whether a bidder's product is acceptable as set forth in the Invitation for Bids. Any bidder's offering that does not meet the acceptability requirements shall be rejected as non-responsive.

Bids shall be evaluated to determine which bidder offers the lowest cost to SRTC in accordance with the Invitation for Bids. Only objectively measurable criteria that are set forth in the Invitation for Bids shall be applied in determining the lowest bidder. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible the evaluation factors shall be reasonable estimates based upon information SRTC has available concerning future use. Examples of such criteria include transportation cost, energy cost, ownership cost, and other identifiable costs or life cycle cost formula.

A contract may not be awarded to a bidder submitting a higher quality item than that designated in the Invitation for Bids unless the bidder is also the lowest bidder. Negotiation with bidders is not permitted under the competitive sealed bid method of procurement.

In the event two or more responsive bids are identical in price and meet all the requirements and criteria set forth in the Invitation for Bids, the tie shall be broken according to the following factors in order of priority:

a. If allowed by the funding agency, the location of the bidder, with priority given to those located in Spokane County and the State of Washington in that order; or

b. Toss of a coin.

5.3.3.10 Single Bid Received

If only one responsive bid is received in response to an Invitation for Bids, an award may be made to the single bidder if the Executive Director determines that the price submitted is fair and reasonable, and that other prospective bidders had a reasonable opportunity to respond as set forth in Subsection 5.3.1.10.

5.3.3.11 Cancellation of Invitation for Bids and Rejection of Bids

The Executive Director may cancel an Invitation for Bids and reject all bids in accordance with Subsection 5.3.1.15.

5.4 Additional Purchase Types

5.4.1 Informal Procurement Using Federal, State, or Local Agency Contracts

The Executive Director may purchase goods or services through other governmental entities, provided the entity's procurement process substantially meets the requirements of this Manual. Where SRTC is not originally identified in the contract as a possible purchaser, SRTC, through the contracting governmental entity, shall as necessary obtain the approval of the contractor for the purchase.

SRTC may also enter into contracts with vendors who have multiple award schedule contracts with the United States General Services Administration ("GSA") or the WA State Department of Enterprise Services (DES) for the same items and prices offered on those federal or state contracts. Before establishing a contract with the GSA or DES vendor, the Executive Director or designee shall compare that vendor's prices with the prices of the same items on contracts of other public entities and in the local market, and determine that a contract with the GSA or DES vendor offers the best price.

5.4.2 Waiver of Formal Procurement Requirements

Where competition is waived based on the circumstances below, the Executive Director or designee shall, prior to the procurement, prepare a written plan for the procurement, including the factors to be used to evaluate proposals. Procurements under this subsection shall be conducted with as much competition as is practicable under the circumstances.

Notwithstanding any other provision in this Manual, the Executive Director may make a determination that a competitive contract through a formal procurement process, seeking competition from a wide variety of vendors, is not in SRTC's best interests. The determination and the basis for the determination shall be documented in writing and retained in the procurement file. **A waiver of formal procurement process is not appropriate where improper planning has resulted in delays that would make formal competition difficult.** Cost or pricing analysis shall be conducted for procurements effected under this Subsection.

Circumstances in which this determination may be appropriate include but are not limited to:

a. A sole source procurement, as defined in Subsection 5.2.3;

b. Only one (1) proposal is received through a Formal Procurement process as defined in Subsection 5.4.4:

c. The public's health, welfare, or safety are or may be affected;

d. A grant or gift requires SRTC to contract in a particular manner, with a particular entity or for a particular item, or to undertake certain actions within a time frame that does not permit formal competition;

e. Where special market conditions exist or it is economically infeasible to obtain reasonable competition;

f. Compatibility of technology is necessary;

g. Standardization is advantageous; or

h. The item sought is developmental or sufficiently complex that the number of available competitors is limited and the drafting of specifications is impractical due to the nature of the item.

5.4.3 Sole Source Procurement

Sole source procurements may be conducted under the following circumstances:

a. The item, service or technology is available only from a single source;

b. The public exigency or emergency will not permit a delay resulting from competitive solicitation;

c. The awarding agency authorizes noncompetitive proposals; or

d. After solicitation of a number of sources, competition is determined inadequate or unfeasible.

The Executive Director shall conduct a cost analysis to verify if the proposed cost is reasonable given SRTC's need or requirement to obtain the particular good or service. Results of the cost analysis and other supporting documentation, including documentation of the reason for the sole source procurement, shall be placed and maintained in the procurement file.

5.4.4 Single Proposal Received from Formal Procurement (RFP, RFQ, IFB)

If only one proposal is received in response to formal competitive procurement effort, an award may be made to the single bidder with Board approval if the Executive Director determines that the price submitted is fair and reasonable, and that other prospective bidders had a reasonable opportunity to respond.

5.5 Confidential information

5.5.1 Identification of Confidential Information by a Bidder or Offeror

If a bidder or offeror believes that its bid, proposal, or quote contains information that should be withheld from the public as confidential, the bidder or offeror shall include a written statement with its bid or proposal specifically identifying the information that is requesting to be withheld and setting forth the reasons that the information is considered confidential. The person shall also stamp as confidential all information that the person believes should be withheld. Bidders are advised that RCW Chapter 42.56 may require the public disclosure of certain types of submitted information.

5.5.2 Determination of Whether to Withhold Information from Public Review

The Executive Director shall review the statement and the information and shall determine whether the information shall be withheld. If the Executive Director determines to disclose the information, the Executive Director shall advise the bidder or offeror in writing of the determination. The decision to involve legal counsel in the assessment of a bidder's confidentiality request shall be left to the Executive Director's discretion.

5.6 Cost or Pricing Data and Analysis

5.6.1 Submission of Cost or Pricing Data

A bidder, offeror, or contractor may be required, and shall be required as specified in Subsection 5.4.2, to submit current cost or pricing data in situations where analysis of a proposed price is essential to determine that a price is reasonable and fair. Examples of situations in which that data may be sought are procurements in which there is limited or no competition or a sole source; contracts in which any costs are reimbursed, such as travel costs; price adjustments for contracts with options to extend; and contract amendments or change orders.

5.6.2 Preparation of Independent Estimates and Cost Analysis

The Federal Office of Management and Budget under the Uniform Administration Requirements for Cooperative Agreements to State and Local Governments (OMB Circular A-102) requires that grantees and subgrantees, when expending federal funds, to conduct the following types of analyses in the following situations:

a. Preparation of an independent estimate before receiving bids, proposals, or quotes.

b. A cost analysis when:

   i. the offeror is required to submit elements of estimated cost (e.g., overhead, materials, and labor hours) under procurements where those elements are considered, such as personal services and architectural and engineering services contracts; or

   ii. adequate price competition is lacking, such as contract modifications and sole source procurements, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public, or on the basis of prices set by law or regulation.

c. A price analysis in other instances where analysis of the reasonableness of a proposed price is warranted.

d. Profit shall be negotiated as a separate element of price where there is no price competition, and in all cases where cost analysis is performed.

e. Consideration in establishing a fair and reasonable profit shall be given to the complexity of the work to be performed, the risk borne by the contractor, the amount of subcontracting, the quality of its record of past performance, and industry profit rates within the metropolitan area.

5.6.3 Costs or Prices Based on Estimated Costs

Costs or prices based on estimated costs shall be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with state and/or federal cost principles (e.g., WSDOT LAG Manual, OMB Circular A-87, etc.).

5.6.4 Determination of Whether to Withhold Information from Public Review

A bidder, offeror, or contractor shall, when requested, submit current cost or pricing data and shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined date.

5.6.5 Determination to Reduce Contract Price

The Executive Director may reduce the contract price based on a written determination that the cost or pricing data is inaccurate, incomplete, or not current. This adjustment may include profit or fees. Any dispute as to the existence of defective cost or pricing data may be filed under Section 8 of this Procurement Manual, as appropriate to the circumstances.

5.7 Responsibility of Bidders and Offerors

5.7.1 Determination of Responsibility of a Bidder or Offeror

The responsibility of a bidder or offeror shall be determined before awarding any contract.

5.7.2 Determination of Non-Responsibility of a Bidder or Offeror

The Executive Director shall make any determination of non-responsibility in writing setting forth the basis for the determination. The determination shall be retained in the procurement file and a copy of it sent promptly to the bidder or offeror via certified mail. The unreasonable failure of a bidder or offeror to promptly supply information concerning its responsibility shall be grounds for a non-responsibility determination.

5.7.3 Factors That May Be Considered to Determine Responsibility

Factors that may be considered in determining responsibility include:

a. Financial, physical, personnel, or other resources, including subcontractors;

b. The record of performance and integrity;

c. Whether the proposed contractor is qualified legally to contract with SRTC;

d. Whether the proposed contractor supplied all necessary information concerning its responsibility.

5.8 Bid, Performance, and Payment Security

The Executive Director may seek the submission of security to guarantee faithful bid and contract performance for procurements for materials or services in appropriate circumstances and shall seek it as required for construction under RCW Chapter 39.08. In determining the amount and type of security required for procurements for materials and supplies, the Executive Director or his/her designee, in consultation with the agency's Risk Manager or Insurer, shall consider the nature of the performance, the need for future protection of SRTC and the types of security authorized by state or federal law. The requirement for security, if any, shall be included in the solicitation

5.8.1 Bid Security

The Executive Director shall determine, on a case-by-case basis, the need for bid security and the amount. Bid security shall be returned to all but the two lowest responsible and responsive bidders within ten (10) days after the opening of bids, and the remaining securities returned within three days after execution of contract.

5.8.2 Performance or Payment Security

The Executive Director shall determine the need for a performance or payment security, and the type and amount, in order to protect the interests of SRTC as required by state law. The Executive Director may consider additional forms of performance or payment guaranties for goods or services procurements.

5.9 Multi-Term Contracts

Unless otherwise provided by law, a contract for goods or services may be entered into for a total period of time of five (5) years if the term of the contract and the conditions of renewal or extension, if any, are included in the solicitation. A contract may be entered into for a period of time exceeding five (5) years if the Executive Director determines that a contract of that duration is advantageous to SRTC. For contracts awarded expending federal grant funds, the written approval of the federal grant awarding agency is required before SRTC may enter into a contract for more than five (5) years. A**ll contracts shall contain a provision allowing for termination by SRTC in the event funds are not appropriated for continuance of the contract.**

5.10 Procurement File

The Executive Director or designee shall maintain a procurement file detailing the history of each procurement over $100,000. At a minimum, the file shall include:

a. The solicitation and any amendments;

b. Records of the bid or proposal opening, including bid logs or abstracts;

c. Documentation concerning publication of the solicitation, the names of the vendors to which solicitations were sent and those attending any pre-bid or pre-proposal conference;

d. Documentation concerning any evaluation committee including: 1) the names of the committee members; 2) each member's conflict of interest/disclosure form required by Section 3; and 3) documentation concerning the committee's deliberations such as the members' narratives about proposals submitted and their score sheets; 4) the bids or proposals submitted, requests for best and final offers, and best and final offers; and 5) the evaluation committee's recommendation for contract award; and

e. Award notification letters.

Section 6: Development of Specifications and Scope of Work

6.1 Maximum Practicable Competition

All specifications and scopes of work shall seek to promote the best value for SRTC concerning the goods, services, or construction procured; encourage competition; and not be unduly restrictive. Proprietary specifications shall not be used unless the Executive Director determines in writing that such specifications are required by demonstrable technological justification and that it is not practicable or advantageous to use a less restrictive specification.

6.2 Brand Name orApproved Alternate Specification

A brand name or approved alternate specification shall be used only if the Executive Director determines that its use is advantageous to SRTC. A solicitation containing a brand name or approved alternate specification shall provide for the submission of substantially equivalent materials and shall explain that the use of the specification is for the purpose of describing the standard of quality, performance, and characteristics desired. A brand name or approved alternate specification shall designate as many different brands as practicable as approved alternate references. The specification shall also include a description or list of the specific design, functional, or performance characteristics of the brand name material that are sought in the material being procured, unless the Executive Director determines that the essential characteristics of the brand names designated are commonly known.

6.3 Specifications, Plans, or Scopes of Work Prepared by Non-SRTC Employees

SRTC may contract for the preparation of specifications, plans and drawings, or scope of work with persons other than SRTC employees. Contracts for such services shall provide that the contractor prepare specifications, plans and drawings, or scope of work that complies with the provisions of this Section.

6.4 Organizational Conflict of Interest in Preparation of Specifications, etc.

SRTC's organizational conflict of interest procedures are defined in SRTC's Code of Ethics (Appendix A).

Section 7: Contract Types and Forms; Terms and Conditions; Administration

7.1 Contract Types and Forms

SRTC may use any type of contract that is appropriate under the circumstances except that it shall not use cost-plus-a-percentage-of-cost contracts. Contracts shall be in a form and contain terms and conditions approved by the Executive Director and SRTC's legal counsel.

7.2 Contract Terms and Conditions

Every contract that SRTC enters into shall include a clause authorizing the following:

a. Cancelation of the contract for a conflict of interest under RCW 42.23.050
b. Termination of the contract for cause or the convenience of SRTC;
c. Termination for contractor default;
d. Termination of the contract due to unavailability of funds;
e. Administrative, contractual, or legal remedies in instances where a contractor violates or breaches contract terms, including appropriate sanctions and penalties;
f. Awarding agency requirements and regulations pertaining to reporting;
g. Awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract;
h. Awarding agency requirements and regulations pertaining to copyrights and rights in data;
i. Compliance with applicable Disadvantaged Business Enterprise (DBE) and Affirmative Action requirements;
j. Access by SRTC, the Washington State Department of Transportation, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions; and
k. Retention of all required records for six years after SRTC makes final payments and all other pending matters are closed.

Depending upon the procurement, compliance with the following may be required. SRTC shall advise bidders of the applicability of the following laws, regulations and orders.

7.3 Federal Funding Source Required Assurances

Depending on the source of Federal Funds sourced for a consultant or services procurement the following appendices reference the required assurances, as amended:

Appendix B – PROPOSER CERTIFICATION, LICENSING & REGISTRATION REQUIREMENTS

Appendix C – GENERAL PROVISIONS & APPLICABLE REQUIREMENTS

Appendix D – FEDERAL CONTRACT CLAUSES

Appendix E – STANDARD ASSURANCES FOR FTA PROCUREMENTS.

Every two years, SRTC enters into a Metropolitan/Regional Transportation Planning Organization Agreement with the Washington State Department of Transportation (WSDOT). Among other things, this agreement includes provisions for Subcontracting and Equipment and for Purchases. The Executive Director shall develop and maintain procedures to ensure full compliance with all of the requirements of the 2-Year Metropolitan/Regional Transportation Planning Organization Agreement with WSDOT.

7.4 Prohibition Against Advance Payments

Payment to a contractor in advance of the contractor incurring costs for work performed is prohibited unless the Executive Director makes a determination before the payment is made that an advance payment is in SRTC's best interest and is allowed by the funding agency. A copy of the determination shall be retained in the procurement file. For contracts expending federal funds, written approval for advance payments shall also be obtained from the federal grant awarding agency before the payment can be made. The Executive Director may make a blanket determination that certain advance payments, such as those for travel, subscriptions, memberships, or conference registrations, are permissible.

7.5 Contract Amendments

A contract shall be modified solely through a written amendment or change order to the contract signed by the Executive Director as appropriate, before the work that is the subject of the amendment or order is performed.

Section 8: Protest Procedures

8.1 Filing a Protest

Only bidders that submitted a bid, subcontract, or others that can show a substantial economic interest in the bid award and who are aggrieved are eligible to protest. This Section provides the exclusive procedure for filing a protest under this Procurement Manual. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

8.2 Time of Filing

A protest alleging defects or ambiguities in the solicitation shall be filed no later than five (5) calendar days before the date set for bid opening or closing date for receipt of proposals. All other protests shall be filed within five (5) days after the protestor knew or should have known the basis for the protest.

8.3 Contents of a Protest

A protest shall be in writing and shall:

a. State the name and address of the aggrieved person;

b. Identify the contracting activity and the name of the solicitation;

c. Contain a statement of the grounds of the protest;

d. Include supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

e. Protests must be signed by an authorized representative of the aggrieved person.

8.4 Place of Filing a Protest

A protest shall be filed within applicable time limits at the following address:

Office of the Executive Director
Spokane Regional Transportation Council
421 W. Riverside Avenue, Suite 500
Spokane, WA 99201

8.5 Stay of Procurement

If a written protest is properly submitted, SRTC may, in the sole determination of the Executive Director, suspend the award decision to allow consideration of the protest before award is made; or declare its intent to award and wait a minimum of 16 business hours (2 business days) before entering into a contract, unless exigent circumstances exist. Written notice of intent to execute a contract after this time period shall be met by public posting by SRTC on its website with a named intent to award made public or accessible to the public.

8.6 Hearings

8.6.1 Notification

If the Executive Director determines that a hearing is appropriate, the Executive Director shall notify the protestor of the time and place set for a hearing on the protest. The hearing shall be informal. The Executive Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Executive Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

8.6.2 Dismissal of a Protest

The Executive Director shall dismiss a protest, upon a written determination, before scheduling a hearing, if:

a. The protest does not state a valid basis for protest;

b. The protest is untimely pursuant to these guidelines; or

c. If a protestor fails to appear and participate in the hearing.

8.7 Decisions

The Executive Director shall issue a written ruling within a reasonable time after conclusion of the hearing. The ruling shall be final.

8.8 Remedies

8.8.1 Generally

If the Executive Director sustains the protest in whole or part and determines that a solicitation or proposed contract award does not comply with the procurement statutes, applicable grant requirements, or these guidelines, the Executive Director shall implement an appropriate remedy. In determining an appropriate remedy, the Executive Director shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, costs to SRTC, the urgency of the procurement, and the impact of the relief.

8.8.2 Possible Remedies

An appropriate remedy may include one or more of the following:

a. Reissuance of the solicitation;

b. Issuance of a new or amended solicitation;

c. Terminate the contract;

d. Award of a contract consistent with procurement statutes, applicable grant requirements, or these guidelines; or

e. Such other relief as is determined necessary to ensure compliance with procurement statues and applicable grant requirements or guidelines.

8.9 Protests to The Federal Grant Awarding Agencies

If federal funds are used by SRTC to fund the contract, in whole or in part, an aggrieved party may protest to the applicable federal grant awarding agency. In all such cases, the Federal Acquisition Regulation (FAR) rules and guidelines shall apply, as amended. SRTC and the aggrieved person shall comply with the federal agency and/or the U.S. Government Accountability Office. Prior to submission of a protest under this Section, SRTC and the aggrieved person shall use their best efforts to resolve concerns through open and frank discussions.

Protests should be filed with the appropriate regional office of the federal grant awarding agency and with a concurrent copy to SRTC, according to FAR or other applicable federal guidelines. The protest should include at a minimum the following:

a. The name and address of the protestor;

b. The name of SRTC, the project number or name, and the number of the solicitation;

c. A statement of the grounds for the protest and any supporting documentation; and

d. A copy of the local protest filed with SRTC and a copy of SRTC's decision, if any.

Section 9: Suspension and Debarment

9.1 Generally

The Executive Director, after consultation with SRTC legal counsel, may suspend or debar a person, partnership, or corporation under this Section from consideration for the award of a contract with SRTC. Suspension of any person shall not exceed one year. A debarment shall not exceed three years from the date of the debarment determination.

9.2 Causes

The causes for debarment or suspension may include, but are not limited to, the following:

a. Conviction of any person or subsidiary or affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

b. Conviction of any person or any subsidiary or affiliate of any person under any statute of the Federal Government, this State or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offenses indicating a lack of business integrity or business honesty which affects responsibility as an SRTC contractor.

c. Conviction or civil judgment finding a violation by any person or any subsidiary or affiliate of any person under state or federal antitrust statutes.

d. Violations of contract provisions or a charter or law which are deemed to be so serious as to justify debarment action, such as either of the following:

   i. Knowingly failing without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

   ii. Failure to perform or unsatisfactory performance in accordance with the terms of a contract, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

e. Any other cause deemed to affect responsibility as an SRTC contractor, including financial instability, failure to pay subcontractors or suppliers, or suspension or debarment of such person or any subsidiary or affiliate of such person by another governmental entity.

9.3 Notice

Before imposing a suspension or debarment, the Executive Director shall give the affected party written notice of the grounds for suspension or debarment and shall afford such person an opportunity for a hearing.

9.4 Reinstatement provision

The Executive Director may at any time after a final decision on a debarment reinstate a debarred person or rescind the debarment upon a determination that the cause upon which the debarment is based no longer exists. Any debarred person may request reinstatement by submitting a petition to the Executive Director supported by documentary evidence showing that the cause for debarment no longer exists or has been substantially mitigated. The Executive Director may require a hearing on the request for reinstatement. The decision on reinstatement shall be in writing, be made within seven days after the request for a hearing is filed and specify the factors on which it is based. Decisions on reinstatement requests are not subject to judicial appeal.

Section 10: Disposal of Surplus Property

10.1 Responsibility

Subject to SRTC Board action defined in Section 8 of the SRTC Interlocal Agreement, the Executive Director shall be responsible for disposing of SRTC surplus property.

10.2 Disposal Methods

The Executive Director or his/her designee must convey used property or surplus supplies as outlined in the Federal Office of Management and Budget under the Uniform Administration Requirements for Cooperative Agreements to State and Local Governments OMB Circular A-102 (“the Common Rule”) Article 2541.320 Para. (e) (1) to (3); Para (f) (1) to (3); and Para (g) (1) to (3); and Article 2541.330 Para. (b).

Section 11: Administrative Amendment

To keep this Procurement Manual current and compliant with applicable law, the Executive Director is authorized to make additions, deletions and corrections ("Modifications") to this Manual; provided when Modifications are made a notation shall be placed on the cover page in substantially the following form: "Administratively Modified this ____ day of _____, 20XX." The word "Modifications" means changes for the purpose of: making technical corrections (e.g., typographical errors); ensuring regulatory compliance (e.g., resulting from new or modified federal or state regulations including contract requirements); improving or clarifying the process for procuring goods and services (e.g., updating the required elements of a Request for Proposals); resolving ambiguity; and such other matters to reasonably implement the purpose and intent of this Manual. The signature authority of the Executive Director set forth in Section 4 may not be modified without Board review and action.

Appendix A

SRTC Code of Ethics

Background

1. The Spokane Regional Transportation Council (SRTC) is a legal entity created by Interlocal Agreement, pursuant to state and federal laws, by and among the City of Spokane, City of Spokane Valley, Spokane County, Washington State Department of Transportation, Spokane Transit Authority, Spokane Airport Board, and other cities and towns within Spokane County.

2. Numerous provisions of state law prohibit the use of one's elected or appointed office for personal benefit or gain. Chapter 42.20 RCW entitled Misconduct of Public Officers and Chapter 42.23 RCW Code of Ethics for Municipal Officers prescribe the improper use of one's elected and appointed office, to include conflicts of interest and procuring special privileges.

3. Federal law prohibits conflicts of interest in the award and administration of contracts supported by federal funds by any elected official, member of any committee, employee, agent, or immediate family member.

4. Every elected and appointed member or officer of SRTC, including all employees, board members, committee members, and agents, must avoid even the appearance of impropriety and misconduct in the use of SRTC property and resources, and in the regional transportation decision making process.

Purpose

This policy establishes a Code of Ethics to be followed by the elected and appointed officers and employees of SRTC.

It is recognized SRTC derives its revenue from federal, state and local funds which must be managed for proper public purposes. The public's business must not be compromised by the personal interest of any elected or appointed officer, including employees.

Therefore, SRTC adopts this Code of Ethics in order to preserve the public trust, and to provide guidance to the elected and appointed officers and employees who perform the work of SRTC.

Policies

1. Every officer, employee, board member, and agent shall uphold the U.S. Constitution, laws and regulations of the State of Washington, and SRTC.

2. Every officer, employee, board member, and agent shall exercise best efforts and good faith when performing their duties.

3. Every officer, employee, board member, and agent should expose the misuse of public funds or corruption when discovered.

4. No officer, employee, board member, or agent of SRTC may use their position to secure special privileges or exemptions by contract, policy or law.

5. No officer, employee, board member, or agent of SRTC shall seek or receive any compensation, gift, or reward from any source except through employment or contract with SRTC, for a matter connected with or related to the person's services, unless otherwise authorized by law.

6. No officer, employee, board member, or agent of SRTC shall ask for or receive from any other officer or employee of SRTC any SRTC materials, equipment, services, or work for personal benefit or gain.

7. No officer, employee, board member, or agent of SRTC shall transact any SRTC business with any private entity which will result in direct personal financial gain. It is presumed that an owner, director or officer of a private entity will receive financial gain through business conducted with SRTC.

8. No officer, employee, board member, or agent of SRTC shall disclose confidential information acquired in the course of his or her association or employment with SRTC for the purpose of personal benefit or gain.

9. All gifts or other gratuities from any party having or seeking to establish a relationship with SRTC are discouraged. This policy is not intended to prohibit ordinary and accepted courtesies for items of nominal value such as promotional items and occasional meals or hospitality.

For the purpose of defining a "gift," SRTC shall rely upon the meaning set forth in RCW 42.52.010(9).

A gift is deemed to be nominal, and not designed to influence an act or decision by a SRTC officer, employee, board member, or agent if it does not have an aggregate value in excess of fifty dollars ($50.00) from a single source in a calendar year. See RCW 42.52.150. The following examples are presumed not to influence an action or decision: (a) food and beverages consumed at hosted receptions where attendance is related to duties performed on behalf of SRTC and (b) gifts in the form of food and beverage on infrequent occasions in the ordinary course of meals where attendance by the SRTC employee or representative is related to the performance of official duties. Gifts in the form of food and beverages that exceed fifty dollars ($50.00) on a single occasion shall be reported to, as appropriate, the Executive Director or the Management Subcommittee of the Board. A further list of presumed items that do not influence acts or decision-making is set forth in RCW 42.52.150(2), which is incorporated herein.

10. No officers, employees, board members, or agents may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when any of the parties set forth below has a financial interest or other interest in the firm or entity selected for award:

    i. The employee, officer, board member, or agent;

    ii. Any member of his or her immediate family;

    iii. His or her partner; or

    iv. An organization that employs, or is about to employ, any of the above.

PROCEDURES FOR IDENTIFYING AND PREVENTING REAL AND APPARENT ORGANIZATIONAL CONFLICTS OF INTERESTS

An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work. SRTC shall use as guidance in implementing and interpreting this section the organizational conflict of interest regulations in the Code of Federal Regulations 48 CFR Chapter 1, Subpart 9.5.

1. No person or company who prepares, assists in preparing, or gives substantial technical direction on a specification, plan, work statement, scope of work or request for proposals to be used in acquiring any equipment, material, or service may sell or supply the requested equipment, materials, or services to SRTC.

2. No company whose employee or former employee participates, prepares, assists in preparing, or gives substantial technical direction on a specification, plan, work statement, scope of work, or request for proposals to be used in acquiring equipment, material, or services may sell or supply the equipment, material, or services to SRTC.

3. In any procurement where SRTC hires a technical consultant to help SRTC investigate or study a type of technology, product, or service where SRTC's intent is to conduct a procurement for that technology, product, or service the retained consultant may not compete nor be awarded the requested procurement.

PENALTIES, SANCTIONS, AND OTHER DISCIPLINARY ACTIONS

Federal and state law prescribe penalties for unlawful acts of public officials, employees, consultants, agents, and other persons who perform or contract for services with SRTC. Violation of law will be referred to the appropriate jurisdiction.

Disciplinary action may be taken by the Board or by the Executive Director to enforce this Code of Ethics in a manner consistent with SRTC policies and procedures.

Appendix B

PROPOSER CERTIFICATION, LICENSING & REGISTRATION REQUIREMENTS

1. **Proposer Certification:** By submittal of a response pursuant to this RFQ, the Proposer certifies the following:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Proposer shall protect against civil rights discrimination based on race, color, religion, sex, or national origin and promote individual initiative, excellence, and hard work as established through the Federal Executive Order 14173, as amended.

   c. The Proposer has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.

   d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Proposer may be debarred.

   e. That to the best of its knowledge and belief, that it and its principals, including subconsultants, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency.

   f. The Proposer has not paid or agreed to pay any fee or commission, or any other thing of value contingent on the award of this contract, to any employee, official or current consultant of the Project Manager.

   g. The Proposer has examined, read and understands the RFQ, and any amendments, if applicable.

   h. That the Submittal is based upon the scope of work in the RFQ, and that Proposer has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself to the general and local conditions which may affect the work or its cost.

2. **Licensing & Registration:** By submittal of a response to this RFQ the Proposer verifies it meets the following business registration and licensing criteria:

   a. Active registration with the Washington Secretary of State.

   b. Active Washington State Business License, issued by the Washington State Department of Revenue.

   c. Active Worker's Compensation Account with the Washington State Department of Labor and Industries.

Should the Proposer not meet these criteria, its submittal may be rejected as incomplete or not responsive.

3. Following the award of contract, but prior to execution of the contract, the Proposer shall provide verification of any necessary local business licenses within the jurisdiction where the performance of work or services shall occur.

4. Proposers are encouraged to review the following resources when determining applicable requirements:

   a. Washington Secretary of State: www.sos.wa.gov/corporations-charities

   b. Washington State Department of Revenue: https://dor.wa.gov/open-business/apply-businesslicense#RegRequire

   c. Washington State Department of Labor and Industries: www.lni.wa.gov/for-business

By providing this information, SRTC is not providing the Proposer with legal advice on any of the aforementioned requirements.

Appendix C

GENERAL PROVISIONS & APPLICABLE REQUIREMENTS

Reservation of Rights

SRTC reserves the right, at its sole discretion and without notice, to reject any or all submittal, or a portion of a submittal, to waive any informalities or irregularities in the submission process, to correct, supplement, amend, or otherwise modify the Request or cancel the request with or without the substitution of another RFQ, to extend the date for submission of responses, to request additional information and/or data from any or all proposers, to reissue any part or all of the RFQ, to negotiate further with any proposer within the competitive range, to increase or decrease the scope of work, to negotiate changes in the scope of work prior to any contract award, and to award the contract in the best overall interests of SRTC.

Americans with Disabilities Act (ADA) Information

SRTC, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commit to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing SRTC at contact.srtc@srtc.org or calling (509) 343-6370.

Funding

Portions of this Project may be funded in whole or in part by the United States Department of Transportation, Federal Transit Administration (FTA). If any portion of the Project is funded by FTA, Proposers will be required to comply with all applicable FTA, State, and Local rules and regulations for specific task orders (see Attachment E in the Instructions to Proposers).

Title VI Statement

SRTC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

UDBE Goal

There [is or is not] a mandatory Underutilized Disadvantaged Business Enterprise (UDBE) goal for this Project. Regardless of any applicable UDBE goals, proposers are encouraged to employ reasonable means to obtain UDBE participation. In the absence of a mandatory UDBE goal, a voluntary Small Business Enterprise (SBE) goal amount of 10% of the Consultant Agreement is established. The Consultant shall submit an SBE Participation Plan prior to commencing work.

EEO

SRTC is an Equal Employment Opportunity (EEO) organization, which do not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all EEO federal, state, and local laws and regulations.

Anti-Lobbying

SRTC complies with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). That legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments, or modification of any Federal contract, grant, loan or cooperative agreement.

Appendix D

FEDERAL CONTRACT CLAUSES

Standard Assurances

As the duly authorized representative of the applicant, you certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

   c. Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

g. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

j. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

k. The requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more

11. Will comply with environmental standards which may be prescribed pursuant to the following:

    a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

    a. Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

    b. Procuring a commercial sex act during the period of time that the award is in effect; or

    c. Using forced labor in the performance of the award or subawards under the award.

Appendix E

Standard Assurances for FTA funded procurements.

As the duly authorized representative of the applicant, you certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

   c. Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

g. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

j. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

k. The requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more

11. Will comply with environmental standards which may be prescribed pursuant to the following:

    a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

Spokane Regional
Transportation Council