



**PORT
REQUEST FOR INFORMATION
NO. PA000000025**

LABOR AND EMPLOYMENT LEGAL SERVICES

Issued by
Port of Tacoma
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

RFI INFORMATION	
RFI Coordinator	Michelle Walker Procurement & Contract Analyst
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 888-4744
Submittal Date	November 27, 2024 @ 2:00 PM
Questions Due Date	November 13, 2024 @ 2:00 PM

SUBMIT ALL QUESTIONS AND RESPONSES VIA THE PROCUREMENT PORTAL. (LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT WEB PAGE)

Port of Tacoma (PORT)
REQUEST FOR INFORMATION (RFI) PA000000025

Labor and Employment Legal Services

1) PURPOSE

The PORT is in the process of developing specifications for Employment Legal Services and is requesting input from the vendor community. The current contract is due to expire 12/31/24.

We expect to develop detailed requirements following the review of responses to this RFI and will be included in a possible RFP to be issued later. Below is a high-level list of representative capabilities that are desired in a Employment Legal Services. This is not intended to be a comprehensive list of all requirements. Rather, it is meant to be a guide to the perceived needs of our internal and external stakeholders.

2) BACKGROUND

Created by Pierce County citizens in 1918, the Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the PORT, visit www.portoftacoma.com.

3) OVERALL QUALIFICATIONS

With oversight from the PORT's contract General Counsel and in compliance with the Port of Tacoma Guidelines for Outside Counsel (Rev 1, July 5, 2021), provided as Attachment B, the Consultant will provide legal advice, counsel, services, consultation, and opinions to the PORT staff regarding labor and employment issues and programs for PORT employees including but not limited to:

A. General Legal Consultation

- Provide legal and strategic advice on employment and labor relations matters.
- Draft, review and advise on agency policies and procedures to ensure compliance with all applicable employment laws and regulations.

B. Employment and Labor Relations

- Advisory Services:
 - Advise on individual employment matters, including hiring, promotions, and terminations.
 - Provide guidance on employee discipline and grievance procedures.
- Policy Review:
 - Review and update employee handbooks and policies to ensure compliance with federal, state, and local employment laws and regulations.

ATTACHMENT A – INSTRUCTIONS FOR RESPONDING

- Dispute Resolution:
 - Assist in resolving employment and labor disputes, including mediation and arbitration.
- Compliance:
 - Advise and assist Port staff to ensure compliance with all applicable employment and labor laws, including wage and hour laws, workplace safety regulations, and anti-discrimination laws.

C. Contract and Agreement Review

- Draft, review, and negotiate employment contracts, including:
 - Offer letters.
 - Severance agreements.
- Ensure all employment agreements and related documents comply with all applicable laws and agency policies.

D. Labor Relations

- Assisting with labor negotiations and CBA enforcement issues.

E. Investigations

- When requested, conduct internal investigations into allegations of employee misconduct, harassment, or discrimination.
- Provide reports and recommendations based on investigation findings.

F. Documentation and Record Keeping

- Advise on best practices for employee-related document retention and confidentiality.

G. Other Legal Services

- Provide additional legal services as needed, including but not limited to:
 - Advising on employee benefits and compensation.
 - Handling workers' compensation claims.
 - Provide updates on new and revised employment laws and regulations.

H. Litigation and Representation

- Represent the agency in employment-related litigation, including:
 - Discrimination and retaliation claims (EEOC complaints, etc.).
 - Wage and hour disputes.
 - Wrongful termination lawsuits.
 - Administrative hearings and appeals related to employment matters, including Unfair Labor Practice charges.

ATTACHMENT A – INSTRUCTIONS FOR RESPONDING

The Port does not guarantee that any litigation services in these areas will arise during the contract term and reserves the right to select other counsel for litigation services. It is anticipated that a separate personal services agreement would be entered into for specific litigation services when required with contract amounts to be based upon written proposals prepared by the Consultant and agreed to by the Port.

2) RESPONSE REQUIREMENTS:

Responses to this RFI should be submitted electronically to the RFI Coordinator listed below no later than November 23, 2024.

A response to this RFI is not a mandatory requirement for participation in any subsequent solicitations released by the Port of Tacoma. The results of this RFI may be used in development of future solicitations. All vendor communications concerning this RFI must be directed to the RFI Coordinator.

Port of Tacoma
Michelle Walker, RFI Coordinator
253-888-4744
procurement@portoftacoma.com

In responding, please provide the following:

- A summary of your business and your firm's qualifications.
- Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team's experience in performing the requested services, and describe how the team meets or exceeds the required qualifications.
 - Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.
- List hourly rates:
 - Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
 - Quoted in US Dollars.

3) PUBLIC RECORDS

The vendor acknowledges that state agencies are subject to [Chapter 42.56 RCW](#), the Public Disclosure Act. Vendor responses to this RFI will become public record as defined in the RCW. For the purposes of this RFI no information considered confidential or proprietary should be included.

4) NO OBLIGATION TO CONTRACT

Release of this RFI in no way obligates the PORT to award a contract.

ATTACHMENT A – INSTRUCTIONS FOR RESPONDING

5) TO SUMMARIZE

The PORT appreciates your thoughts and input and would also welcome any additional thoughts and comments related to this RFI.

6) LIST OF ATTACHMENTS:

ATTACHMENT A – INSTRUCTIONS FOR RESPONDING (ATTACHED TO RFI)

**ATTACHMENT B - PORT OF TACOMA GUIDELINES FOR OUTSIDE COUNSEL
(Rev 1, July 5, 2021)**

PROCUREMENT PROCESS

TIMELINE:

This is the schedule for this Request for Information (**RFI**). The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the PORT.

Issuance of RFI	November 4, 2024
*Last Day To Submit Questions	November 13, 2024 @ 2:00 PM
*Responses due	November 27, 2024 @ 2:00 PM

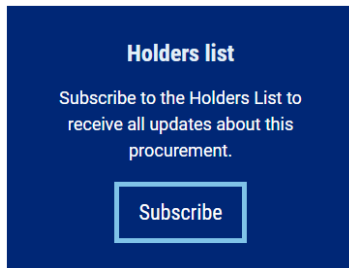
*Dates are tentative and may be subject to change.

All status updates on the above timeline will be announced on the PORT's website.

VENDOR OBLIGATION

The Northwest Seaport Alliance (**NWSA**) and Port of Tacoma's (**PORT**) Invitation to Bid, Request for Information, Request for Proposals, and Request for Qualifications can be accessed on the PORT's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement.'

When viewing the details page for this procurement on the PORT's Website firms have the option of subscribing to the Holder's List.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

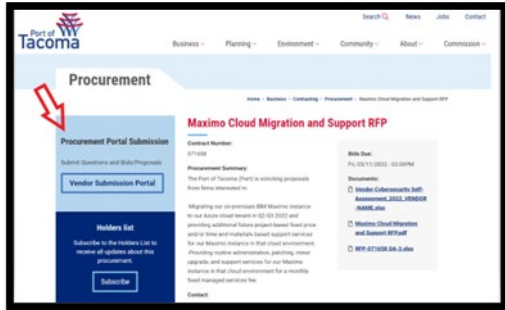
COMMUNICATION / INQUIRES

All communications are to be sent through the RFI Coordinator.

Applicants who, relative to this scope of services, contact any individuals or Commission members representing the NWSA or the PORT, other than the Procurement Representative listed on the RFI, may be disqualified from consideration.

Written questions about the meaning or intent of the RFI Documents shall be submitted only to the Procurement Department via the Procurement portal (portal link is accessible via this specific procurements website. See left side of page).

ATTACHMENT A – INSTRUCTIONS FOR RESPONDING



Applicants who may have questions about provisions of these documents are to submit their questions by the date listed on the RFI. The PORT will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

ADDENDA

The PORT may make changes to this RFI. Any information modifying a RFI will be furnished in a formal, written addendum. No other written or oral interpretation, clarification, or submittal instruction will affect this RFI. If at any time the PORT changes, revises, deletes, increases, or otherwise modifies the RFI, the PORT will issue a written Addendum to the RFI. Addenda will be posted to the PORT's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Electronic Submittal:

Responses must be received via the procurement portal on or before the date and time outlined on the front page of this RFI.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on the PORT's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit responses, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided.**

***Late responses will not be accepted by the PORT. Responses received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All responses submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

ATTACHMENT A – INSTRUCTIONS FOR RESPONDING

GENERAL INFORMATION

News releases pertaining to this RFI, the services described therein, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the PORT.

COSTS BORNE BY APPLICANTS

All costs incurred in the preparation of responses and participation in this RFI and negotiation process shall be borne by the proposing firms.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The PORT encourages participation in all its contracts by Minority and Women's Business Enterprises (**MWBE**) firms certified by the Office of Minority and Women's Business Enterprises (**OMWBE**). Participation may be either on a direct basis in response to this RFI or as a subcontractor to an Applicant. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Responses submitted under this RFI will be considered public records under the Public Records Act (**PRA**) chapter 42.56 RCW and, with limited exceptions, will become public records and may be subject to disclosure pursuant to the PRA.

If an Applicant considers any portion of its response to be protected under the law, the Applicant shall clearly identify each such portion with words such as **CONFIDENTIAL**, **PROPRIETARY** or **TRADE SECRET** on each page for which the protection is sought. If a request under the PRA is made for disclosure of such record, the PORT will, to the extent permitted by the PRA, notify the vendor of the request and allow the Applicant not less than ten (10) days to seek a protective order or other appropriate remedy. Unless a protective order is obtained and provided to the PORT by the stated deadline, the PORT will release the requested portions of the RFI.

ATTACHMENT B

Port of Tacoma Guidelines for Outside Counsel

Effective July 1, 2021

(Rev. 1 – July 5, 2021)

These guidelines (hereafter “Outside Counsel Guidelines”) serve to guide the relationship between the Port of Tacoma (“Port”) with outside legal counsel and to outline the Port’s expectations of outside counsel. These guidelines take effect on July 1, 2021 for all pending and future legal matters and may be updated from time to time. Future updates to these guidelines will be provided to outside counsel if issued.

I. General Provisions

The Port’s goal in retaining outside counsel is to obtain the highest quality legal services, efficiently and ethically rendered at a reasonable cost. The following general provisions are intended to help the Port, in coordination with outside counsel, achieve that goal.

Communication: For each matter, the Port’s General Counsel or other designated representative will be responsible for ensuring that appropriate Port personnel are informed about and make the necessary substantive decisions about the matter and that outside counsel is kept appropriately informed both about Port’s objectives in the matter and about pertinent business issues and developments.

- **Litigation matters.** For matters involving actual or potential litigation, outside counsel should generally direct communications to the Port’s General Counsel, who should be consulted before any direct communication with Port employees, representatives, or Commissioners takes place. Unless otherwise authorized, copies of documents should be sent only to the Port’s General Counsel.
- **Non-litigation matters.** Outside counsel providing regular advice to Port staff on a contract basis (i.e. labor/employment, bond counsel) can and should communicate directly with appropriate Port staff requiring such advice. However, outside counsel will promptly inform the Port’s General Counsel should a matter involving actual or potential litigation arise.

All communications to Port General Counsel should be electronically submitted with no hard or mailed copies provided unless otherwise requested.

Collaboration and Deadlines: The Port’s General Counsel must be provided sufficient time to review drafts of all significant documents, including contracts, substantive pleadings, briefs, correspondence, and any other documents that will be provided to third parties on Port’s behalf. As used herein, “sufficient time” is usually at least three business days prior to any applicable deadline. Port General Counsel may choose to prepare drafts of pleadings or other papers and documents.

Additionally, outside counsel shall invite the Port’s General Counsel by means of an Outlook Calendar invitation for all case-related deadlines that may require counsel’s attention or advance approval prior to filing.

Quarterly Reporting: Outside counsel will provide a written status update to the Port’s General Counsel at least quarterly, or more frequently if circumstances warrant. Quarterly

reports are due two weeks prior to the end of the quarter (generally March 15, June 15, October 15, and December 15). For litigation matters, the report should include at least the following:

- Case Summary Info (title, cause no., date of filing, jurisdiction)
- Brief Factual Background
- Summary of Claims
- Current Status
- Expected Outcome & Risks

Outside counsel who are not representing the Port in active litigation matters should provide Port General Counsel a quarterly report identifying any potential claims or litigation, or otherwise specifying that no such matters exist within the scope of their representation during that quarter.

Conflicts of Interest: Outside counsel must conduct thorough checks for conflicts. Conflicts must be identified and resolved prior to representation. Outside counsel should conduct periodic checks for conflicts and promptly notify Port General Counsel should any arise.

Confidentiality: The Port expects outside counsel to exercise the utmost diligence in protecting attorney-client privilege and attorney-work product protections.

Files and Records and Work Product: All files and records maintained by outside counsel in connection with any Port matter belong to Port and upon request from Port General Counsel, shall promptly be transferred to Port or elsewhere as directed. Where appropriate, outside counsel may be asked to share files with Port General Counsel by means of an electronic shared file site such as Sharepoint or OneDrive.

II. Outside Counsel Engagement

A. Retention Decisions

The Port's General Counsel is responsible for the selection and supervision of outside counsel. Except as otherwise provided herein, outside counsel may not accept an engagement on Port matters directly from other Port personnel other than Port's General Counsel or Executive Director.

B. Personal Services Agreement and Engagement Letter

Every engagement (or series of engagements) of outside counsel must be memorialized by a Port form personal services agreement setting forth the terms and conditions of the engagement to be prepared by outside counsel. Any such agreement will incorporate these Outside Counsel Guidelines and will include the expectation that outside counsel be familiar with and adhere to same.

C. New Matters

When a new matter is assigned within the scope of an existing personal services agreement, outside counsel must create a new file and bill that new matter separately. For instance, if counsel typically provides generalized employment counsel for Port and is then asked to assist with a specific employment matter, outside counsel should open a new matter for that project and separately bill for the project.

D. Retaining Local Counsel, Consultants, and Expert Witnesses

Outside counsel are not authorized to retain any local counsel, consultant, expert, or vendor without the advance approval of Port General Counsel.

III. Staffing

At the outset of the engagement, Port General Counsel and lead outside counsel will together designate a specific lawyer within the outside counsel's law firm to be chiefly accountable for the conduct of the engagement. That lawyer should be personally and directly involved in the representation and is responsible for assuring that Port's objectives are met with respect to the engagement. The Port General Counsel must approve all members of the team handling the matter, as well as any subsequent changes to the team. Once the team is established, the Port expects continuity of staffing for the duration of the engagement, absent extraordinary circumstances.

The Port strongly encourages lean staffing on its matters. Matters should be staffed with the number and level of personnel that are appropriate in order to render quality service in a cost-effective manner. The Port prefers that its legal matters be staffed with lawyers who have developed knowledge of the Port and have appropriate subject matter expertise.

The Port expects outside counsel to use paralegals instead of lawyers whenever possible and appropriate. In general, associates should not be used for services that could be performed by paralegal or junior legal assistants; nor should paralegal or billable legal assistants be assigned tasks performable by secretaries, clerks, and messengers (*e.g.*, photocopying, filing, delivering materials, scheduling meetings, etc.)

The Port expects that outside counsel remain mindful of the fact that the Port is a public agency funded by taxpayer dollars and as such, outside counsel shall exercise good judgment with regard to the amount of time billed to Port matters by each timekeeper and any related expenses.

Prior approval by Port General Counsel is required before staffing an activity such as mediation, conferences, depositions, appearances, or trial with more than one lawyer. In general, the Port will not approve or pay for the attendance of more than one lawyer at any one such activity. The Port will also only pay for reasonable internal conferencing between more than one lawyer in a firm.

IV. Fees, Disbursements, Budgets, and Billing

A. Fees

1. *Billing Rates*

In matters that are to be billed based on the law firm's hourly rates, outside counsel shall, upon engagement of the firm, provide the Port's General Counsel with a schedule showing the billing rate for each timekeeper assigned to the engagement, which shall also be incorporated into the personal services agreement. Once agreed upon at the commencement of a matter, outside counsel's scheduled billing rates shall remain in effect for the term of the engagement unless approved in writing by the Port General Counsel. A written request for rate change must be made to Port General Counsel sixty (60) days in advance of the proposed change unless otherwise agreed to and written into the contract between the Port and the outside law firm or counsel. In no event shall outside counsel billing rates be increased more than once in any twelve-month period.

2. *Charges for Services*

Unless an alternative fee structure has been agreed upon, bills should reflect actual time reasonably expended. Unless otherwise directed, the time for each activity should be separately stated. The number of hours for which the Port is billed should be the subject of "billing judgment" exercised by the lead outside counsel, so that the fees charged reflect only the time appropriately and productively devoted to the matter. As guidance, the Port will not pay for:

- Client development activities;
- Conflict review;
- Preparing or reviewing invoices or responding to billing inquiries;
- Calendar or schedule maintenance;
- Basic research on topics considered to be within the firm's scope of expertise;
- Summer associate time;
- Training;
- Secretarial or clerical work (defined as: maintenance of internal databases, bates stamping, filing, preparing bills, indexing pleadings, opening, and closing files, scheduling meetings, or making travel arrangements, participating in review or "feedback" sessions, and billing audits);
- Filing;
- "Learning time" or "ramp-up time" required by the substitution of attorneys or paralegals working on the engagement;
- "Learning time" to educate any staff on standard procedural matters or basic substantive law;
- Duplicative document review.

Absent advance approval from Port General Counsel, the Port will not pay for:

- Attendance by more than one attorney at external meetings, depositions, or hearings;
- Legal research projects that exceed 3 hours;

- Oversight of a senior attorney for a junior attorney's work. Counsel assigned to the Port are expected to have the expertise and judgment to counsel the Port independently.

B. Disbursements

The Port will reimburse outside counsel for actually incurred out-of-pocket expenses with no mark-up, provided those expenses are itemized and reasonable. Invoices should be described in sufficient detail so that there is no question of the nature of the expense involved or the reason for it. Payments to court reporters, expert witnesses, outside contractors and others must identify the recipient by name.

The Port expects outside counsel to use best efforts to minimize reimbursable out-of-pocket costs both by avoiding unnecessary expenditures and by selecting competitively priced vendors and service providers.

The Port expects outside counsel to avoid unnecessary travel through such alternatives as teleconferencing. Travel and business expenses will be paid in accord with usual Port travel and business expense policies. If outside counsel is traveling on business for more than one client, such expenses shall be apportioned appropriately. Unless otherwise specified in the outside counsel's contract, the Port will only pay for 1/2 of timekeepers' rate for time spent traveling unless outside counsel works on Port business while traveling, in which case, outside counsel may charge their full rate.

When outside attorneys or staff members are working at their normal office locations, the Port will not pay for meals or other incidental expenses.

Transmission of information and documentation by electronic means has made routine copying, faxing and delivery of hard copy documents less critical and, in many cases, unnecessary. Consistent with appropriate security requirements, the Port expects outside counsel to maximize the use of technology to minimize photocopying, facsimile, and messenger expense. Photocopies will be reimbursed at actual cost incurred by the firm, and in no event at more than \$.10 per image.

C. Budgeting

In engagements where professional fees are expected to exceed \$25,000, outside counsel shall prepare a budget and shall render its bills in a form corresponding to that budget. A sample budget is attached as Appendix A hereto. This budget shall be prepared within 30 days of retention.

Prior to incurring unbudgeted fees for a particular task, outside counsel must obtain the advance approval of Port Legal Counsel. In the absence of prior approval by inside counsel, Port will not pay bills for legal fees and expenses for a particular task that exceed the budget approved for that task. Budgets shall be reviewed quarterly, and a review of the budget should be included in quarterly reporting on the matter.

D. Invoices

Unless Port Legal Counsel approves different arrangements or otherwise specified within the personal services agreement, bills should be rendered monthly, within 30 days after the end of the month in which the services were rendered, and should include only fees for services performed in the immediately preceding month. The Port reserves the right to request copies of the firm's billing records and supporting documentation with respect to Port charges and to conduct audits of the bills. The Port expects the lead outside counsel to review all invoices. The Port reserves the right to dispute and not pay any charges improperly billed to Port and/or otherwise in violation of these Outside Counsel Guidelines.

Each matter should be invoiced separately, and each invoice must contain the following information:

- Total hours worked by each timekeeper;
- Itemized expenses and disbursements;
- Total fees and disbursements for the billing period;
- Total fees and disbursements billed and paid to date from the inception of the matter.

V. Reporting

Outside counsel should submit regular written reports to Port General Counsel with respect to the status of all matters handled on behalf of Port. For litigation or pending litigation matters, the first report should be made no more than 30 days after outside counsel is assigned the matter, and subsequent updates should be made no less frequently than two weeks prior to the end of each quarter. Updates should also include a budget review.

From time to time, outside counsel may be asked to prepare a status memo to the Port Commission. Such status memoranda should be provided in proposed final form a week prior to the deadline for submission to the Port Commission.

For litigation cases in which the Port is a defendant, the initial report should include: a discussion of the factual bases for, and the strengths and weaknesses of allegations against Port including available defenses; preliminary strategy for the defense of the matter; preliminary evaluation of the exposure; and a litigation budget generally in accord with Appendix A. Outside counsel should also discuss the desirability, likelihood, and potential range of settlement.

VI. Insurance Coverage

When a matter is covered by one of Port's insurance policies, outside counsel will be considered to be "assigned counsel" for purposes of this paragraph and may be bound by the reporting and other requirements of that third party. At no time may assigned counsel take a position on or give advice on insurance coverage to any party. Assigned counsel must remember to adhere to its duties of loyalty to the Port as the client.

VII. Media or Public Comment

The Port does not authorize outside counsel to offer media or other public comment on Port or matters being handled for Port or respond to requests for comment. Any inquiries or proposed public comment about the Port or a Port matter must be referred to Port Legal Counsel and/or to the Port's Senior Manager for Communications.

APPENDIX A
SAMPLE BUDGET

Note: Firm may use its own budgeting form or tool that provides the below minimum information.

Budget

[Matter]

Budget Through Trial

Timekeepers	Roles	Hourly Rate
	Partner	
	Associate	
	Paralegal	

Assessment:

Task	Hours	Cost
Fact Investigation / Development		
Analysis / Strategy		
Experts		
Document / File Management		
Reporting		
Settlement / Non-Binding ADR Potential mediation including drafting mediation brief and attending mediation.		
Costs (provide detail)		
Total for Phase		

Pre-Trial Pleadings and Motions:

Task	Hours	Cost
Pleadings Draft Answer and review. Analysis of pleadings of other parties		
Other Written Motions		
Costs		
Total Fees for Phase		

Discovery:

Task	Hours	Cost
Written Discovery		
Document Production		
Depositions (specify anticipated number of depositions, and if known, deponent(s))		
Expert Discovery – including depositions of expert witnesses		
Costs		
Total Fees for Phase		

Trial:

Task	Hours	Cost
Fact Witnesses		
Expert Witnesses		
Written Motions and Submissions		
Other Trial Preparation and Support		
Trial and Hearing Attendance		
Costs		

Total Fees for Phase		
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ESTIMATED TOTAL FEES AND COSTS THROUGH TRIAL:

(Estimated Costs include \$_____ for deposition costs and \$_____ in expert costs)