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REQUEST FOR PROPOSALS

APRIL 1, 2014



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1<sup>st</sup> Co-Chair

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REPRESENTATIVES

Judy Clibborn  
Co-Chair

Ed Orcutt  
Ranking Member

## REQUEST FOR PROPOSALS

# BUSINESS MODELS FOR FINANCIALLY SUSTAINABLE ELECTRIC VEHICLE CHARGING NETWORKS

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## I. BACKGROUND

The Washington State Legislature is interested in exploring potential business models for financially sustainable electric vehicle (EV) charging networks, and alternative roles for public and private sector participation in those business models with the desired goal of fostering private sector commercialization of EV charging services.

### **West Coast Green Highway**

Since 2009, Washington State Department of Transportation (WSDOT) has participated with California, Oregon and the province of British Columbia in the West Coast Green Highway, an initiative to promote the use of cleaner fuels. The West Coast Green Highway is the 1,350 miles of Interstate 5 (I-5) stretching from the U.S. border with Canada, through Washington, Oregon, and California, to the U.S. border with Mexico.

### **West Coast Electric Highway**

One of the projects of the West Coast Green Highway initiative is the West Coast Electric Highway, an extensive network of electric vehicle (EV) DC Fast-Charge stations located every 25 to 50 miles along I-5 and other major roadways in the Pacific Northwest. The Departments of Transportation in Washington and Oregon lead the segments in their respective states. The state of California has secured funding commitments to build out their north-south West Coast Electric Highway corridor in 2014.

In 2007, WSDOT, through its Transportation Partnerships Office, commissioned an [Alternative Fuels Corridor](#) study to see how the state could incentivize station operators to sell alternative fuels along the I-5 corridor in Washington. The study examined the economics of the retail alternative fuel industry and evaluated ethanol, biodiesel, electricity, and hydrogen. Electric vehicle charging was deemed an economically viable option because electricity is inexpensive and the capital requirement is relatively low.

WSDOT originally formed partnerships with utilities and retailers to pursue EV charging on State-owned property such as rest areas along the I-5 corridor. As WSDOT explored electrification options, it made more sense to make DC Fast Chargers available at retail locations to support local businesses and to give drivers something to do while waiting for their cars to charge. Instead of contributing state right-of way, WSDOT secured federal funding through the State Energy Program to get the “Electric Highway” started. WSDOT coordinated with the Oregon Department of Transportation’s Innovative Partnerships Office to develop equipment standards, signage and branding so EV drivers would have a consistent driving experience along the West Coast.

This project was structured as a public-private partnership whereby the costs are shared by the public sector, the private sector, and the users. The federal government provided a majority of the funding as part of the American Recovery and Reinvestment Act.

In Washington, initial funding was provided by the U.S. Department of Energy through the State Energy Program (SEP). The Washington State Department of Commerce administers the SEP funds for the State of Washington. Commerce invests this federal SEP funding in projects that achieve energy and environmental policy goals. Commerce has invested \$1.6 million of SEP grants as seed funding and WSDOT developed the partnerships to implement the Electric Highways network with private businesses, other agencies and electric vehicle drivers. In Oregon, the state’s charging network is funded with a combination of U.S. Department of Energy SEP grants and U.S. Department of Transportation TIGER grants.

### **State Funding for EV Charging Stations**

In his 2014 Supplemental Transportation budget, Washington Governor Jay Inslee proposed spending \$5 million in state multimodal funds (non-gas tax transportation tax revenues) on a fast-charging network for electric vehicles. The goal of this initiative was to double the number of state highway miles that could be traveled by electric vehicles, thereby cutting greenhouse gas emissions. The expansion of Washington’s electric highway fast-charging network was to leverage public-private partnerships. The initiative would have funded eight fast-charging stations in the Puget Sound area along I-5 and I-90 (\$1 million); 18 stations to extend the east-west network connecting Spokane, the Yakima Valley and the Tri-Cities areas (\$2.25 million); created an Employer Charging Incentive Program to incentivize investment in Level 2 PEV charging infrastructure for businesses and other employers through matching grants and technical assistance (\$1.5 million); and funded project development and management for two years (\$250,000).

The Legislature did not fund the Governor's request, however it did direct the Joint Transportation Committee to commission a study to explore potential business models for a financially sustainable electric vehicle charging network and to examine alternative roles for public and private sector participation in fostering private sector commercialization of EV charging services.

## II. SCOPE OF WORK

Purpose: The purpose of the study is as follows:

- To educate members of the Legislature and stakeholders about the EV charging industry in Washington and elsewhere, including infrastructure, business operations, governance, financing, technology, trends, and related topics
- To evaluate alternative business models for financially sustainable EV charging networks
- To evaluate alternative roles for the public and private sectors in those business models
- To make recommendations on what sort of public sector effort, if any, is needed to maximize the private sector construction and operation of a robust EV charging network.

The Consultant will evaluate the current status of EV charging stations in Washington, and make recommendations regarding potential business models for financially sustainable EV charging networks and alternative roles for public and private sector participation in those business models. Public sector participation may include public financing, funding, facilitation, and/or other incentives or support to encourage installation of electric vehicle charging stations. The Consultant shall submit an interim report by December 31, 2014, and a final report by March 1, 2015.

Oversight and administrative responsibility for the study is further detailed in Section IV, but generally consists of the following:

Advisory Panel. The JTC will appoint an Advisory Panel of approximately 15 legislators and stakeholders to provide input to and act as a resource for the consultants. The study will educate these legislators and stakeholders about the EV charging industry, potential business models and trade-offs of the various options.

Staff Workgroup. The JTC will form a Staff Workgroup to provide support during the study. The Staff Workgroup will be comprised of staff from the JTC, House and Senate Transportation Committees, WSDOT, and the Office of Financial Management. The Consultant should expect to work with the Staff Workgroup throughout the study, to solicit input, present draft materials before they are shared at Advisory Panel meetings, and to review findings, recommendations and draft reports.

## **TASKS TO BE COMPLETED IN STUDY**

The description of tasks below is not intended to fully encompass the study tasks, but instead includes the minimum requirements, in order to provide the Consultant with a framework for the study. Consultants are encouraged to recommend additions and/or alternatives to better accomplish the study's tasks.

### **TASK 1: EVALUATE CURRENT STATUS OF ELECTRIC VEHICLE CHARGING IN WASHINGTON**

Washington state, and more specifically the central Puget Sound region stretching from Everett to Olympia, was one of five original metro areas in the nation to be designated an EV Project Deployment market. The U.S. Department of Energy's [EV Project](#) provided total federal funding of \$115 million for EV charging infrastructure in the selected deployment markets, to be delivered through their project

partner ECOTality (which recently filed for bankruptcy). Coulomb Technologies (operators of the ChargePoint EV network) also received federal funds to add EV charging infrastructure. In Washington state, ECOTality's Blink charging network has approximately 200 publicly accessible charging stations, located almost entirely within the greater Puget Sound region.

There are many publicly accessible charging stations located outside of the Puget Sound region, found mostly in urban areas and in much smaller numbers than the greater Seattle metro area.

The most notable exception to these urban area chargers is the West Coast Electric Highway network, described above. This network of DC Fast-Charge stations was intentionally deployed in locations outside of urban areas where concentrations of EV drivers are much lower and private investment is expected to lag that of the urban areas. The West Coast Electric Highway network focused on stations needed to provide interregional mobility for EV drivers, and to ensure a minimally adequate EV charging network along the state's most frequently-traveled highway corridors.

As the EV charging business sector experiences growing pains, and in light of the Legislature's desire to reduce direct tax funding for charging infrastructure, it is important to begin this study with a clear picture of the existing EV charging network in Washington. Task 1 is intended to evaluate the existing inventory; to identify gaps and opportunities for logical extension of EV charging services; and to more clearly delineate the purposes served by publicly-funded EV charging stations and their relative effectiveness to date. At a minimum, the Consultant will:

- a. Document the current publicly-accessible EV charging station network in Washington, including:
  - Technology (Level 2 or DC Fast-Charge)
  - Locations and venues of charging stations
  - Ownership and operational responsibilities
  - Sources of funding for capital and operating expenses
  - Fee structures for EV charging services, and method of collection
  - To the extent possible, but without expending significant resources, estimate usage of the current network.
- b. Given the status of the existing publicly-accessible EV charging stations, evaluate the existing network against the following minimum criteria:
  - Basic connectivity for statewide travel along major transportation corridors;
  - Interregional or intercity trips along most commonly traveled corridors;
  - Support for trips to desired regional destinations (landmarks, tourist destinations, recreation, etc.)
  - Ratio of publicly accessible chargers, by technology type, to registered EV drivers within the vicinity of the charging stations;
  - Characteristics and charging behavior Washington's EV fleet and their drivers.
- c. Based on the experience to-date in Washington and the rest of the nation, examine the role and relative importance of publicly accessible charging stations as factors for:
  - Driving consumer interest in the purchase of EVs;
  - Maximizing the number of miles that can be traveled in electric drive mode; and
  - Increasing the attractiveness and likelihood of travel to destinations with publicly accessible EV charging stations.

Deliverable: White paper and PowerPoint presentation

## **TASK 2: BUSINESS MODELS. MAKE RECOMMENDATIONS REGARDING POTENTIAL BUSINESS MODELS FOR FINANCIALLY SUSTAINABLE EV CHARGING NETWORKS IN WASHINGTON**

In anticipation of the release of electric vehicles to the U.S. consumer market, governments at all levels stepped forward to provide the vast majority of capital funding for publicly accessible EV charging stations to ensure that at least a basic network of stations was available for use by early adopters of EVs. The heavy investment of public tax dollars for this infrastructure was deemed especially critical given that the profit potential of emerging EV technologies proved too speculative to attract sufficient private investment.

Mass market EVs like the Nissan Leaf and Chevrolet Volt have been widely available for more than two years now, and several companies have formed (or existing companies branched out) to provide EV charging services. The Legislature is now evaluating how to scale back the public sector role in providing direct funding from general tax sources for publicly accessible charging infrastructure, while still ensuring that Washington's growing number of EV drivers have a reliable network of charging stations that meets their needs now and into the future.

Based on the experiences of these first-generation EV charging networks, questions remain whether (and how) publicly accessible charging stations – and especially DC Fast-Charge stations -- can become financially sustainable over the longer term.

More specifically, the principle issue is how EV charging infrastructure and services can be provided on a commercially viable basis when:

- most EV charging occurs at home provided by low or no-cost home charging equipment
- the cost of the core commodity itself – electricity – is very low, yet the necessary infrastructure and operating expense to supply it in a public venue is comparatively high; and
- the number of electric vehicles requiring public charging, while growing, still represents only a small fraction of the current passenger vehicle market.

In Task II, the Consultant shall evaluate alternative business models for financially sustainable EV charging networks. Those models may include a spectrum of roles for the public sector, which will be identified as part of Task III. The Consultant's business model evaluation shall consider a variety of public and private sector participants, which may include, among others,

- companies that are strictly electric vehicle service providers;
- retail electricity providers, municipal or investor-owned utilities that operate EV charging stations;
- networks owned, operated or otherwise sponsored by automotive manufacturers;
- government-sponsored EV charging networks;
- cooperatives or similar structures that own or operate EV charging stations; and
- others the Consultant identifies or suggests, including hybrids or new business models not currently found in the EV charging sector.

As part of this Task, the Consultant shall identify barriers to the creation of financially sustainable EV charging networks in Washington, and the entity that is in the best position to address the barriers. Such barriers might include legal and/or regulatory, technology, information, financial, or other barriers as identified by the Consultant through research and interviews with key industry participants.

Deliverable: White paper and PowerPoint presentation

### **TASK 3: ROLES. MAKE RECOMMENDATIONS REGARDING ALTERNATIVE ROLES FOR PUBLIC AND PRIVATE SECTOR PARTICIPATION IN THOSE BUSINESS MODELS**

The Legislature seeks recommendations on how to provide a robust and sustainable EV charging network in the state of Washington that serves the needs of all types of plug-in electric vehicles. As the market for EVs and charging services grows, the Legislature wishes to reduce the public sector's role in supporting EV charging networks and transition primary responsibility to the private sector.

The Legislature recognizes that an EV charging network must serve many purposes, as further described in Task 1, and that to meet these purposes, certain individual station locations (or nodes in the network) may not independently generate sufficient revenue to achieve financial self-sufficiency and an acceptable return on investment for the private sector. Therefore, the public role may differ by the type of location being served, or other factors that influence the viability of a charging station or network.

Based on the identification of viable business models in Task 2, Task 3 requires the Consultant to delineate potential roles for the public sector and the level and type of support required in order to maximize private sector participation in providing EV charging services.

In developing alternatives for public and private sector roles, the Consultant shall work with the Advisory Panel to advance the most feasible business models that merit more detailed examination and analysis.

In developing the recommendations, the Consultant shall consider the following:

- a. The public sector includes state, regional and local governments as appropriate, and may include regulatory bodies as well.
- b. Public sector participation might include public financing, public funding, facilitation, and/or other incentives or support to encourage installation and maintenance of EV charging facilities.

In developing the recommendations, the Consultant shall

- a. Identify the costs and other financial implications to the public sector for the alternative roles. For those alternatives deemed most feasible, the Consultant must provide a financial pro forma for each of these selected business models. At a minimum, the pro forma must display the required investment levels, capital and operational costs and responsibilities, financing arrangements, liabilities, and internal rates of return and forecasted payback periods.
- b. Identify potential sources of revenue, including but not limited to pay-per-use fees; subscription or membership fees; owner or host-paid fees; sponsorships; public subsidies; etc.
- c. Identify variables and risk factors that affect the revenue potential for EV charging services including the forecasted market for EV charging services in Washington, travel patterns, station utilization rates, variable energy costs, emerging charging technologies, network interoperability, etc.

Deliverable: White paper and PowerPoint presentation

## **TASK 4: WORK WITH ADVISORY PANEL AND STAFF WORKGROUP**

Advisory Panel. The JTC will appoint an Advisory Panel of approximately 15 people, comprised of legislators and public-sector and private-sector stakeholders, to provide input throughout the study. The Panel will be advisory in manner; however, direction may be given during Advisory Panel meetings by the legislators who comprise the Joint Transportation Committee.

Participants likely will include the following:

- Legislators (4-6)
- Representative from a city or county that has owns/operates EV charging stations
- An EV professional that has developed EV charging infrastructure along popular tourist routes or recreational destinations;
- An EV driver with demonstrated knowledge of the charging needs of a broad range EV drivers
- Representative from a manufacturer of battery-electric vehicles
- Representative of the EV charging service industry;
- Representative from an investor-owned electric utility;
- Representative from a consumer-owned electric utility such as a municipal utility, public utility district or cooperative
- Representative from the Western Washington Clean Cities Coalition
- Representative from WSDOT responsible for EV charging infrastructure

The Advisory Panel will meet approximately three times between June 2 and December 12, with the dates, locations and agenda determined jointly by the JTC Project Manager and the Consultant.

Staff Workgroup. The JTC will form a Staff Workgroup to provide support during the study, comprised of staff from the JTC, House and Senate Transportation Committees, WSDOT and the Office of Financial Management. The Consultant should expect to work with the Staff Workgroup prior to each Advisory Panel meeting, to review materials, format and expected outcomes of each meeting. The Consultant will supply all meeting materials.

The Consultant will participate in a kick-off meeting with the Staff Workgroup either on May 15, or during the week of June 2<sup>nd</sup>.

## **TASK 5: PRESENTATIONS**

In addition to the Advisory Panel meetings and Staff Workgroup meetings, the Consultant will attend and provide study updates as appropriate at the following meetings:

- May 14, 2014, JTC meeting in DuPont (introductory meeting only)
- November 20, 2014, JTC meeting in Olympia
- January 7, 2015, JTC meeting in Olympia
- One presentation each to the House and Senate Transportation Committees during the 2015 legislative session, at the Committees' discretion. These two presentations would occur on the same day.
- March 1, 2015 (or soon thereafter), presentation of final report to JTC Members. This presentation may be accomplished via phone conference.

**TASK 6: SUBMIT INTERIM REPORT BY DECEMBER 31, 2014, AND FINAL REPORT BY MARCH 1, 2015**

The Consultant will prepare an Interim Report and a Final Report on the study. The Interim Report may be used by the Legislature to develop policy bills and budget proposals for consideration during the 2015 legislative session, which is scheduled to begin on January 12, 2015, and conclude on April 26, 2015. The Interim Report is due December 31, 2014.

The Interim and Final Reports should indicate which statutes if any would need to be changed to enact the Consultant's recommendation.

The Final Report is due March 1, 2015. It shall update and augment the Interim Report, and include all study findings and recommendations, as well as summarizing the study effort and deliverables described in Tasks 1-6. The Final Report may include additional follow-up analysis requested by the JTC Members after presentation of the Interim Report.

The Consultant shall present a draft of each Report to the JTC Project Manager and Staff Workgroup approximately one month before the Report due-date, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft reports, and incorporate any needed changes.

Deliverable: Interim Report and Final Report

### **III. CONTRACT DELIVERABLES**

The successful Consultant will provide the following services and deliverables:

1. Within five (5) calendar days of the announcement of the apparent successful Consultant, the Consultant shall submit a work plan to meet the requirements of Section II of this RFP, with any changes necessary based on additional information. The work plan shall include:
  1. Specific steps detailing how this study will be carried out
  2. The specific tasks to be performed and by whom
  3. The expected duration and level of effort in hours by person
  4. The specific data that will be needed, along with data sources and
  5. A schedule for performing the tasks.

The JTC will review, comment on, and approve the final work plan. Any subsequent changes to the work plan shall also require approval by the JTC.

2. In conducting the study, the Consultant shall coordinate and facilitate the Advisory Panel meetings. The Consultant shall provide all meeting materials. JTC staff will be responsible for scheduling meetings, securing meeting locations, and providing food and refreshments for the meetings.
3. The Consultant Project Manager shall have, at a minimum, twice-monthly scheduled conference calls with the JTC Project Manager. Full or partial consultant team conference calls may be scheduled as needed.
4. The Consultant shall prepare and present to the JTC Project Manager, monthly written progress reports that address and summarize the issues in the Consultant's contracted Scope of Work and Work Plan.
5. The Consultant shall prepare draft white papers and PowerPoint presentations as described above in Tasks 1, 2, and 3. These white papers may be used in the Interim and Final Reports. The Consultant shall present a draft to the JTC Project Manager and Staff Workgroup, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft white papers and PowerPoints, and incorporate any needed changes.
6. Two study reports are required, an Interim report due December 31, 2014, and a Final Report due March 1, 2015. The Consultant shall present a draft of each report to the JTC Project Manager and Staff Workgroup approximately one month before the report due-date, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft reports, and incorporate any needed changes.
7. The Consultant shall present the Interim Report to the JTC on January 7, 2015, in Olympia.
8. The Consultant shall present the draft Final Report to JTC Members on or after March 1, 2015, depending on the Members' availability during the legislative session. This presentation may be conducted via phone conference. The draft Final Report is not final until the four JTC Members have voted to accept it.

9. The Consultant may be requested to make a presentation to the House and Senate Transportation Committees during the 2015 legislative session. The decision will be up to the chairs of the House and Senate Transportation Committees.
10. The Consultant shall deliver copies of the Interim report and approved Final Report:
  - Interim Report
    - 25 printed color copies
    - Electronic version suitable for web-based distribution (PDF)
  - Approved Final Report
    - 50 printed and appropriately bound color copies
    - Electronic version suitable as printing “master” (Word and PDF)
    - Electronic version suitable for web-based distribution (PDF)

#### **IV. OVERSIGHT AND ADMINISTRATIVE RESPONSIBILITY**

The JTC will have prime oversight for this study. The clients of this study are the four JTC Members (the Chairs and Ranking Member of the House and Senate Transportation Committees), who are represented in day-to-day study activities by the JTC Project Manager.

Advisory Panel. As further detailed in Task 4, the JTC will appoint an Advisory Panel of approximately 15 legislators and stakeholders to provide input throughout the study. The Panel will be advisory in manner; however, direction may be given during Advisory Panel meetings by the legislators who comprise the Joint Transportation Committee.

Staff Workgroup. The JTC will form a Staff Workgroup to provide support during the study, comprised of staff from the JTC, House and Senate Transportation Committees, WSDOT and the Office of Financial Management. The Consultant should expect to work with the Staff Workgroup prior to each Advisory Panel meeting, to review materials, format and expected outcomes of each meeting. The Consultant will supply all meeting materials.

JTC staff will be responsible for the following activities:

- Prepare, publish and administer the RFP process.
- Coordinate the Consultant selection process and negotiate the contract.
- Administer the contract (review and approve invoices, ensure milestones are being met, etc.)
- Attend regularly scheduled briefings with Consultant.
- Receive, evaluate and edit Consultant products.
- Oversee communications and meetings between JTC, the Consultant, Staff Workgroup, and the Advisory Panel.

## V. QUALIFICATIONS

- Bidder must be licensed to do business in the state of Washington.
- JTC shall also examine Bidder for responsibility. Responsibility shall include such measures as insurance coverage that meets state requirements, references, prior experience and satisfaction of existing clients, and other information related to responsibility.

## VI. DEFINITIONS

- **Apparently Successful Bidder or Apparently Successful Consultant** - the Bidder or Consultant selected as the most qualified entity to perform the stated services.
- **Bidder or Consultant** – an entity intending to submit or submitting a proposal for the project.
- **JTC** – Joint Transportation Committee, a Washington State legislative agency governed by an Executive Committee comprised by the Chairs and Ranking Member of the House and Senate Transportation Committees.
- **JTC Members** – the four Members of the JTC Executive Committee, who are the Chairs and Ranking Member of the House and Senate Transportation Committees.
- **JTC Coordinator** – the Chief Executive Officer of the Joint Transportation Committee.
- **RFP** -- This Request for Proposals, any addendum or erratum thereto, Bidder's written questions and the respective answers, and any related correspondence that is addressed to all Bidders.
- **Contract definitions** are provided in the State of Washington General Terms and Conditions for personal services contracts in Exhibit A.

## VII. HELPFUL RESOURCES

The following resources are provided for convenience and additional background for preparation of proposals. These resources are not exhaustive, and should not be solely relied upon to be the basis of a proposal or any subsequent recommendations.

Expert Review Panel. As part of the Consultant's proposal, the Consultant may want to propose creating a panel of EV industry experts to consult periodically throughout the study for specialized knowledge or expertise the Consultant does not otherwise possess.

*A Guide to the Lessons Learned from the Clean Cities Community Electric Vehicle Readiness Projects*

<http://www.c2es.org/docUploads/pev-guide-to-lessons-learned-report.pdf>

*Alternative Fuel Vehicle & Fueling Infrastructure Deployment Barriers & the Potential Role of Private Sector Financial Solutions*

<http://www.c2es.org/docUploads/barriers-to-private-finance-in-afvs-final-12-20-13.pdf>

*2008 Alternative Fuels Corridor Economic Feasibility Analysis, prepared for WSDOT*

<http://www.wsdot.wa.gov/NR/rdonlyres/5C14E610-713A-4600-A88D-C567AF49D096/0/AltFuelsFinalReport.pdf>

[http://www.wsdot.wa.gov/NR/rdonlyres/25F3E68A-B7E7-4B02-9375-](http://www.wsdot.wa.gov/NR/rdonlyres/25F3E68A-B7E7-4B02-9375-BC3D92DEE2FF/0/ParsonsBrickerhoffEconomicFeasibilityAnalysisPacketA.pdf)

[BC3D92DEE2FF/0/ParsonsBrickerhoffEconomicFeasibilityAnalysisPacketA.pdf](http://www.wsdot.wa.gov/NR/rdonlyres/25F3E68A-B7E7-4B02-9375-BC3D92DEE2FF/0/ParsonsBrickerhoffEconomicFeasibilityAnalysisPacketA.pdf)

*Electric Vehicle Charging Infrastructure Deployment Guidelines for the Central Puget Sound Area*

[http://www.psrc.org/assets/3756/eTec\\_Guidelines\\_3-24-2010\\_v2-0.pdf](http://www.psrc.org/assets/3756/eTec_Guidelines_3-24-2010_v2-0.pdf)

*Electric Vehicle Infrastructure: A Guide for Local Governments in Washington State*

[http://www.psrc.org/assets/4325/EVI\\_full\\_report.pdf](http://www.psrc.org/assets/4325/EVI_full_report.pdf)

*Plug-In Electric Vehicle Readiness Plan for the State of Washington, September, 2011*

[http://www.wwcleancities.org/documents/EV\\_Readiness\\_Plan\\_WA.pdf](http://www.wwcleancities.org/documents/EV_Readiness_Plan_WA.pdf)

## VIII. PROJECT BUDGET

The budget for this project shall not exceed a maximum of \$225,000. Any resulting contract for this project will be subject to the standard state of Washington General Terms and Conditions for personal services contracts. A copy is attached to this RFP as Exhibit A.

## IX. INSTRUCTION TO BIDDERS

### A. SUBMISSION OF PROPOSAL

**NOTE:** All times listed below refer to local time in Olympia, Washington.

1. A Letter of Intent to Bid must be submitted either electronically or by paper copy by 5:00 p.m., local time in Olympia, on **April 10, 2014**, and must include company name, address and email address.
2. Bidders must submit seven copies of the proposal and one electronic PDF copy on CD.
3. Bidders must include one paper copy of two samples of previous work similar to this type of project and the internet link to these samples or an electronic copy on CD.
4. Proposals are due no later than **5:00 p.m., local time in Olympia, on April 21, 2014**, whether mailed or hand delivered. Late proposals will not be accepted and will be automatically disqualified. Proposals should be submitted to:
  - Joint Transportation Committee (JTC)
  - Sonia Plasencia, RFP Coordinator
  - P.O. Box 40937
  - 3309 Capital Blvd
  - Olympia, WA 98504-0937
5. Selected bidders will be required to attend oral interviews on May 1, 2014, at JTC's offices in Olympia and provide presentations at their expense. Selected bidders will be notified of the time of their scheduled interview and presentation.
6. All proposals and accompanying documentation become the property of the JTC and will not be returned.
7. JTC will not be liable for any costs associated with preparation and presentation of a proposal submitted in response to this RFP. The Bidder assumes responsibility for its personnel's travel and associated costs as they relate to bidding on this project.
8. In the event it becomes necessary to revise any part of this RFP, an addendum or erratum will be provided to all Bidders who submitted a Letter of Intent to bid.
9. After submission, Bidders will not be allowed to amend their proposal. Responses consisting solely of marketing material are not acceptable and will be rejected.
10. Questions regarding this RFP should be directed to Sonia Plasencia, RFP Coordinator, as the single point of contact for this solicitation, **by email only** to [sonia.plasencia@leg.wa.gov](mailto:sonia.plasencia@leg.wa.gov). Inquiries concerning clarification of some aspect of the RFP will be accepted beginning at 9:00 a.m. on **April 1, 2014**. No inquiries concerning the RFP will be accepted after 5:00 p.m., local time in Olympia, on **April 10, 2014**. By **April 11, 2014**, responses to inquiries will be transmitted to all Bidders who have submitted a Letter of Intent to Bid.

## **B. LETTER OF SUBMITTAL**

The Letter of Submittal and the attached Certification and Assurances form (Exhibit B) must each be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Bidder would operate.
6. Identify any Washington State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the JTC that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

## **C. PROPOSAL FORMAT**

Seven copies of the proposal must be submitted on eight and one-half by eleven (8 1/2x11) inch paper with tabs separating the major sections of the proposal and one electronic PDF copy on CD. The five major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit B).
2. Technical Approach
  - The Technical Approach should respond to Tasks 1-6 of the Scope of Work, Section II of this RFP, not to exceed ten pages. This page limitation does not include resumes, qualifications, work samples, Letter of Submittal or signed Certifications and Assurances form.
  - The Technical Approach should describe the approaches, methodologies, and techniques that will be used to undertake each of these tasks and produce the deliverables; and shall identify each person responsible for each task. It should describe in as much detail as possible the anticipated tasks, levels of effort, schedules, and coordination work required to undertake the Tasks.
3. Management Approach
  - The Management Approach shall describe how your firm proposes to organize, manage, control, and report on the status of the study. Identify all critical milestones. It should include the following:
    - A statement of qualifications to conduct this work.
    - Identification of the individual(s) who will do the actual work being proposed, with attached professional resumes. Please keep resumes as concise as possible.

- An organization chart indicating the lines of authority for all personnel involved in performance of the potential contract.
    - A description of staff responsibilities and the amount of time they will devote to the project by task or topic area.
  - Bidders must include one paper copy of two samples of previous work similar to this type of project and the internet link to these samples or an electronic copy on CD.
4. Cost Approach
- The total cost of this work in a detailed budget, including direct and indirect labor, travel, and any other expenses (itemized). The cost description should identify projected work hours and hourly rate(s) for each employee, by name and task, who will be assigned to this project.
5. References
- Include three references with whom your firm and the proposed Consultant Project Manager has done similar work. For each reference, include name, title, organization, address, phone number and email address. References shall not include staff of the Joint Transportation Committee, nor Washington State House or Senate Transportation Committee staff.

## **X. EVALUATION CRITERIA**

Proposals will be reviewed and evaluated by a panel selected by the JTC. After the initial evaluations, the JTC will select a small group of Bidders as finalists for oral interviews and presentations to the evaluation panel. Commitments made by the Bidder at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful bidder.

Written proposals submitted in response to this RFP will be evaluated and weighted on the following three categories. This evaluation will be used solely for selecting Bidders to be invited to make an oral presentation.

- Technical Approach (60%)
  - Proposed project approach and methodology
  - Quality of work plan
  - Feasibility of proposed schedule
  - Description of proposed deliverables
- Management Approach (30%)
  - Project team structure internal controls
  - Staff qualifications & resumes
  - Relevant experience with projects of similar complexity & type
  - Other applicable experience
- Cost Approach (10%)
  - Quality of detailed budget
  - Reasonableness of cost approach
  - Total project cost

## **XI. ESTIMATED SCHEDULE OF ACTIVITIES**

Letters of Intent to Bid due	April 10, 2014
Due date for proposals	April 21, 2014
Evaluate proposals	April 22-24, 2014
Oral Interviews	May 1, 2014
Announce apparent successful Consultant	May 5, 2014
Estimated contract start date	May 14, 2014
Introductory presentation to JTC	May 14, 2014, in Dupont, Washington
Kick-off meeting with Staff Workgroup	May 15, 2014 or the week of June 2
Study update to JTC	November 20, 2014, in Olympia, Washington
Draft Interim Report due	December 31, 2014
Present draft Interim Report to JTC	January 7, 2015, in Olympia, Washington
Potential presentations to House and Senate Transportation Committees	January, February or March, 2015 (both presentations on the same day)
Draft Final Report due	March 1, 2015

## **XII. PROPRIETARY INFORMATION**

All proposals received shall become public record, but shall remain confidential until the successful bidder resulting from this RFP, if any, is announced. Thereafter, proposals shall be available for public inspection and copying as required by Chapter 42.56 RCW (the principal Washington State statute pertaining to accessibility to public records) except as exempted in that chapter or by other law. Bidders are advised that the permissible exemptions from public disclosure pursuant to Chapter 42.56 RCW are very narrow in scope and will be strictly construed. In the event that a bidder desires to claim portions of its proposal as exempt from disclosure under the provisions of the aforementioned RCW, it is incumbent upon that bidder to clearly identify those portions in a proposal transmittal letter. The transmittal letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. Further, each page claimed to be exempt must be clearly identified by the word "CONFIDENTIAL" printed on the lower right-hand corner of the page. ***Designating the entire proposal as confidential is not acceptable and will not be honored.***

**NOTE:** The proposal of the successful bidder will be attached to the resulting contract and incorporated therein by that attachment. Therefore, as part of a public state agency contract, the *entirety* of the successful bidder's proposal will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should a successful bidder obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its proposal prior to the execution of the contract incorporating the same, the JTC shall comply with the court order. The burden is upon the successful bidder to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly. Timeliness will be of the essence; a delay in execution of the contract to accommodate a petition to the courts will not be allowed.

### **XIII. JTC RIGHTS**

1. Determination of clarity and completeness in the responses to any of the provisions in this RFP will be made solely by the JTC. The JTC reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.
2. The JTC reserves the right to reject any or all proposals at any time prior to the execution of a contract acceptable to the JTC, without any penalty to the JTC.
3. The JTC intends to award the contract to the Bidder with the best combination of attributes based on the evaluation criteria listed in Section X of this RFP. This RFP does not, however, obligate the JTC to contract for services herein.
4. Should the JTC fail to negotiate a contract with the Apparently Successful Bidder, the JTC reserves the right to negotiate and contract with the next most qualified Bidder.
5. The JTC reserves the right to waive specific terms and conditions contained in this RFP.
6. It shall be understood by Bidders that their proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the Bidder has obtained such a waiver, in writing, from the JTC prior to submission of the proposal. Any such waiver will be granted to all Bidders.
7. The JTC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Bidder's proposal.

*Thank you for your interest.*

## Exhibit A

### GENERAL TERMS AND CONDITIONS

DEFINITIONS -- As used throughout this contract, the following terms shall have the meaning set forth below:

- A. The "Joint Transportation Committee," or "JTC," shall mean the Washington State Joint Transportation Committee, any division, section, office, unit, or other entity of JTC or any of the officers or other officials lawfully representing the JTC.
- B. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing services under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

CONTRACTOR NOT EMPLOYEE OF THE AGENCY -- The Contractor and his or her employees or agents performing under this contract are not employees or agents of JTC. The Contractor will not hold himself/herself out as or claim to be an officer or employee of JTC or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege or benefit which would accrue to an employee under Chapter 41.06. RCW or Chapter 28B.16 RCW.

NONDISCRIMINATION -- During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with JTC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SUBCONTRACTING -- Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the JTC.

INDEMNIFICATION -- The contractor shall defend, protect, and hold harmless the state of Washington, JTC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or trade name through use of reproduction of material of any kind.

COVENANT AGAINST CONTINGENT FEES -- The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. JTC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST -- JTC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the JTC that there is a violation of the *State Ethics Law Chapter 42.52 RCW*; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, JTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of JTC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the JTC makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### TREATMENT OF ASSETS

A. Title to all property furnished by JTC shall remain in JTC's office. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in JTC upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in JTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by JTC in whole or in part, whichever first occurs.

B. Any property of JTC furnished to the Contractor shall, unless otherwise provided herein or approved by the JTC, be used only for the performance of this contract.

C. The Contractor shall be responsible for any loss or damage to property of JTC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

D. Upon loss or destruction of, or damage to, any auditees' or JTC's property, the Contractor shall notify JTC thereof and shall take all reasonable steps to protect that property from further damage.

E. The Contractor shall surrender to JTC all property of JTC prior to settlement upon completion, termination, or cancellation of this contract.

F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

NONASSIGNABILITY -- Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

RECORDS, DOCUMENTS AND REPORTS -- The Contractor shall maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the JTC, State Auditor or federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years after settlement, and make them available for inspection by persons authorized under this provision.

RIGHT OF INSPECTION -- The Contractor shall provide right of access to its facilities to the JTC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION -- The use or disclosure by any party of any information concerning JTC for any purpose not directly connected with the administration of JTC or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the JTC.

RIGHTS IN DATA -- Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by JTC. Data shall include, but not be limited to: working papers, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate therefrom shall be transferred to JTC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; *provided*, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise JTC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. JTC shall receive prompt written notice of each notice of claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. JTC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

LICENSING, ACCREDITATION AND REGISTRATION -- The Contractor shall comply with all applicable local, state and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

INDUSTRIAL INSURANCE COVERAGE -- The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. JTC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any Subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

ADVANCE PAYMENTS PROHIBITED -- No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by JTC.

SAVINGS -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, JTC may terminate the contract under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions.

LIMITATION OF AUTHORITY -- Only the JTC shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration,

amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the JTC.

WAIVER OF DEFAULT -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the JTC and attached to the original contract.

CHANGES AND MODIFICATIONS -- The JTC may, at any time, by written notification to the Contractor and without notice to any known guarantor or surety, make changes in the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; *provided*, however, that the JTC may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

DISPUTES -- If a dispute should arise between the Contractor and JTC regarding the performance or expected outcomes of the contract, such dispute shall be referred to the JTC Coordinator for review and decision. If the decision by the JTC Coordinator is not satisfactory to the Contractor, the Contractor may request in writing that the dispute be reviewed by the executive committee of JTC. Such written request shall be provided to the JTC Coordinator within five (5) days following the Coordinator's decision. The Coordinator shall present the written request to the executive committee at its earliest convenience for review and decision. The decision of the executive committee shall become final and binding.

Unless mutually agreed to by the JTC and the Contractor, the work to be performed under this agreement shall not be delayed or stopped during the review of a dispute either by the JTC Staff Coordinator or the JTC Executive Committee.

TERMINATION FOR DEFAULT -- By written notice, JTC may terminate the contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the mailing, advertising, and staff time; *provided*, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the JTC may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of JTC. If this contract is so terminated, JTC shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE -- Upon termination of this contract, JTC, in addition to any other rights provided in this contract, may require the Contractor to deliver to JTC any property specifically produced

or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

JTC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by JTC, and the amount agreed upon by the Contractor and JTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by JTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the JTC shall determine the extent of the liability of JTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. JTC may withhold from any amounts due the Contractor such sum as the JTC determines to be necessary to protect JTC against potential loss or liability.

The rights and remedies of JTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the JTC, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
3. Assign to JTC, in the manner, at the times, and to the extent directed by the JTC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case JTC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the JTC to the extent the JTC may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to JTC and deliver in the manner, at the times, and to the extent directed by the JTC any property which, if the contract has been completed, would have been required to be furnished to JTC;
6. Complete performance of such part of the work as shall not have been terminated by the JTC; and
7. Take such action as may be necessary, or as the JTC may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which JTC has or may acquire an interest.

GOVERNING LAW -- This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

SEVERABILITY -- If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

FORCE MAJEURE -- Neither party shall be liable to the other or deemed in default under this contract for any delay or failure to perform its obligations under this contract if such delay or failure arises from any cause or causes beyond the reasonable control of the parties and without fault or negligence of the parties, including and not limited to acts of God, war, riots, strikes, fire, floods, earthquakes, epidemics, or other similar circumstances.

SCOPE OF CONTRACT -- This contract and the attachments incorporate all the contracts, covenants, and understandings between the parties concerning the subject matter, and all such covenants, agreements, and understandings have been merged into this contract. No prior contract or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

CHANGE OF CONTROL OR PERSONNEL -- Contractor shall promptly and in any case within twenty-four (24) hours notify the JTC Contract Coordinator in writing:

1. If any of the representations and warranties of the Contractor set forth in this contract shall cease to be true at any time during the term of this contract;
2. Of any material change in the Contractor's management staff;
3. Of any change in control of the Contractor or in the business structure of the Contractor; or
4. Of any other material change in the Contractor's business, partnership, or corporate organization relating to this engagement. All written notices regarding changes in management staff shall contain the same information about newly assigned management staff as was requested by JTC in the RFP and such additional information as may be requested by the JTC. For purposes hereof, the term "management staff" shall mean those persons identified as senior management in any response to a RFP or who otherwise will exercise a major administrative role or major policy or Consultant role to the provision of the Contractor's services hereunder. All written notices regarding changes in control of the Contractor shall contain the same information about any new controlling entity as was requested by JTC in the RFP regarding the Contractor and such additional information as may be requested by JTC.

Approval of these changes rests solely with JTC and will not be unreasonably withheld.

PAYMENT OF TAXES -- Contractor shall pay all applicable taxes assessed on the compensation received under this contract and shall identify and pay those taxes under Contractor's federal and state identification number(s).

**Exhibit B**

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the JTC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the JTC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the JTC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. The bidder certifies that no condition exists with respect to the bidder, or any of its employees, regarding any current or past relationship with the JTC, WSDOT, or agencies that violate Chapter 42.52 RCW, the "Ethics in Public Service" Law.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date