

REQUEST FOR PROPOSALS

RETAIL DELIVERY FEE ANALYSIS

WASHINGTON STATE LEGISLATURE
JOINT TRANSPORTATION
COMMITTEE

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REQUEST FOR PROPOSALS

AUGUST 25, 2023



JTC EXECUTIVE COMMITTEE

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I. BACKGROUND

A retail delivery fee is a fee imposed on the delivery of taxable retail items delivered by motor vehicles in the state. As enacted in other states, the retailer or marketplace facilitator that collects the sales tax on the tangible personal property sold and delivered, including delivery by a third party, is liable to collect and remit the retail delivery fee. As of August 2023, two states, Colorado and Minnesota have adopted a statewide retail delivery fee.

Funding for this study comes from gas tax revenues that would otherwise be distributed to cities in Washington state. This is due to the cities' desire to identify potential new sources of transportation revenues. Cities and towns across the state lack the resources needed to adequately maintain and preserve their streets, and to meet the demands of a growing population. Cities largely finance their transportation systems on their own with nearly 80 percent of transportation expenditures coming from cities' general funds. As costs rise and demands for other priorities increase, cities face structural budget deficits impacting their ability to fund transportation needs.

The purpose of this study is to develop the background information, data, and analysis to inform legislators, local elected officials, and others to facilitate the potential consideration of a statewide retail delivery fee for Washington state. Specifically, the consultant will:

- Provide an overview of the Retail Delivery Fee (RDF) concept and a summary of the fee as it has been implemented in other states.
- Develop a revenue generation tool that can provide revenue estimates of different fee scenarios for Washington state.
- Develop revenue distribution options between the state and local governments based upon factors such as total lane miles, total deliveries, or other factors.
- Estimate the costs of implementation of an RDF for Washington state including start-up and on-going administration costs.
- Evaluate the potential impacts of an RDF to consumers and businesses.

The final report is due June 30, 2024.

II. SCOPE OF WORK

Purpose: The purpose of this study is to develop the background information, data, and analysis to inform legislators, local elected officials, and others to facilitate the potential consideration of a statewide retail delivery fee (RDF) for Washington state. Specifically, the consultant will:

- Develop a tool to provide revenue generation estimates for an RDF that considers different RDF amounts, exemptions to the fee, and other factors as determined by the consultant and the JTC.
- Describe and assess options for revenue distributions to state and local governments.
- Estimate total implementation costs, including start-up and on-going administrative costs.
- Evaluate potential impacts to consumers, including low-income households and vulnerable populations.
- Evaluate potential impacts to businesses.

Staff Work Group

A Staff Work Group will work with the Consultant. The Staff Work Group will include staff from the

- JTC,
- House and Senate Transportation Committees,
- Association of Washington Cities
- One or more representatives from individual cities
- Others as deemed appropriate by the JTC

The Consultant will work with the Staff Work Group throughout the study, soliciting input, presenting draft materials before they are shared publicly, and reviewing findings, recommendations, and draft reports.

A final report is due to the House and Senate Transportation Committees by June 30, 2024.

III. TASKS TO BE COMPLETED IN STUDY

The tasks described below are based on the [study proviso](#) included in the 2023-25 transportation budget ([ESHB 1125](#)). The description of the tasks is not intended to fully encompass the study tasks, but instead provides the Consultant with a potential framework for the study. The order of the tasks does not necessarily indicate the order by which they should be completed. Tasks may need to be addressed concurrently.

Consultants are encouraged to recommend additions and/or alternatives to better accomplish the study's stated objectives.

TASK 1: DEVELOP AN OVERVIEW OF THE RETAIL DELIVERY FEE

The purpose of this task is to present a description and background information on a retail delivery fee for legislators and others. The overview should include a summary of the fee as it has been implemented in other states.

Deliverable: Draft report chapter

TASK 2: ASSESS REVENUE GENERATION POTENTIAL OF A RETAIL DELIVERY FEE

For Task 2 the Consultant will develop a spreadsheet or other tool to provide revenue generation estimates for an RDF for Washington state that considers different fee amounts, potential exemptions to the fee, and other factors as determined by the consultant, the JTC and the Staff Work Group.

Deliverables:

- 1) A revenue generation estimating tool that will be made available to legislative staff at the conclusion of this study.
- 2) A draft report chapter describing a range of RDF options or scenarios with corresponding revenue estimates.

TASK 3: DEVELOP REVENUE DISTRIBUTION OPTIONS

If implemented, the RDF is likely to be collected by the state, but some portion of the revenues could be distributed to local governments. The purpose of this task is to develop a series of revenue distribution options based on factors such as total lane miles (state/city/county), total deliveries, or other factors.

The consultant will work with the Staff Work Group and the JTC Project Manager to finalize the revenue distribution options to examine and document in the study report.

Deliverable: Draft report chapter

TASK 4: ESTIMATE IMPLEMENTATION COSTS

For Task 4 the consultant will develop an estimate of RDF implementation costs including start-up and on-going administration. The consultant should expect to gather information from other states that have adopted, or are considering an RDF, and from the Washington State Department of Revenue, or other agency, that would likely be responsible for collecting the RDF.

Deliverable: Draft report chapter

TASK 5: EVALUATE POTENTIAL IMPACTS TO CONSUMERS AND BUSINESSES

For Task 5 the consultant will document the potential impacts of an RDF on consumers and businesses. For consumers, specific consideration of low-income households and vulnerable populations shall be emphasized. The consultant should expect to gather information from other states that have already adopted an RDF, and from stakeholders in Washington state through interviews (approximately four to eight interviews are expected). The Consultant will work with the JTC Project Manager to identify appropriate interviewees. This evaluation should include potential strategies to mitigate negative impacts on consumers and businesses.

Deliverable: Draft report chapter

TASK 6: COORDINATE WITH STAFF WORK GROUP

The Consultant will work with a Staff Work Group throughout the study, soliciting input, presenting draft materials before they are shared publicly, and reviewing findings, recommendations, and draft reports. The Work Group may be engaged through meetings (virtual meetings are acceptable), email communications or other online collaboration platforms.

The Staff Work Group membership is identified above under the scope of work section. JTC staff will provide contact information for Work Group members. The consultant will be responsible for convening the Work Group after initial JTC contact.

Though the Consultant should strive to incorporate input from the Staff Work Group the final report will be developed by the Consultant.

TASK 7: PRESENTATIONS

The Consultant will attend and provide study updates at the following meetings:

- December 14, 2023 JTC meeting in Olympia to provide a study overview and progress report to the full JTC
- June 18 or 19, 2024 JTC meeting in Vancouver, WA to present an overview of the Draft Final Report

TASK 8: DRAFT AND FINAL REPORTS

The Consultant will prepare a draft report for the study that includes an Executive Summary and the deliverables described above in Tasks 1-5.

The Consultant must deliver the draft report to the JTC Project Manager and Staff Work Group by May 24, 2024. Staff Work Group comments and suggestions must be considered for incorporation into the draft final report and delivered to the JTC by June 14, 2024. The final report is due to the House and Senate Transportation Committees by June 30, 2024.

The Consultant shall work with the JTC Project Manager on review of the draft reports and incorporate any needed changes.

Deliverable: Draft and final reports

IV. CONTRACT DELIVERABLES

The successful Consultant will provide the following services and deliverables:

1. The Consultant shall work with JTC staff to refine the technical approach in your proposal into a draft workplan. The Consultant will present the draft workplan at the first staff Work Group meeting. Based on input from the Work Group the Consultant will finalize the workplan with any changes necessary based on additional information. The work plan shall include:
 - Specific steps detailing how this study will be carried out;
 - The specific tasks to be performed and by whom;
 - The expected duration and level of effort in hours by person;
 - The specific data that will be needed, along with data sources; and,
 - A schedule for performing the tasks.

The JTC will review, comment on, and approve this 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 Staff Work Group meetings. The Consultant shall provide all meeting materials. JTC staff will be responsible for securing meeting locations and providing food and refreshments for any in-person 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 deliverables as described above in Tasks 1-5. The Consultant shall present a draft to the JTC Project Manager and Staff Work Group for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft deliverables and PowerPoints and incorporate any needed changes.
6. The Consultant shall present a draft and final reports meeting the schedule detailed in Task 8, above. The Consultant shall work with the JTC Project Manager on review of draft reports and incorporate any needed changes.
7. The Consultant may be requested to make a presentation to the House and Senate Transportation Committees during the 2024 legislative session. The decision will be up to the chairs of the House and Senate Transportation Committees.
8. The Consultant must deliver the approved Final Report in an electronic format suitable for printing and web-based distribution (PDF).

V. OVERSIGHT AND ADMINISTRATIVE RESPONSIBILITY

The JTC will have prime oversight for this study. The clients of this study are the four JTC Executive Committee Members (the Chairs and Ranking Members of the House and Senate Transportation Committees), who are represented in day-to-day study activities by the JTC Project Manager. 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 deadlines and contract requirements are being met, etc.);
- Attend regularly scheduled briefings with Consultant;
- Receive, evaluate and edit Consultant products; and,
- Oversee communications and meetings between JTC, the Consultant, and the Staff Work Group.

VI. MINIMUM QUALIFICATIONS

- Bidder must be licensed to do business in the State of Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Consultant.
- 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.

VII. 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 of the Chairs and Ranking Members of the House and Senate Transportation Committees. JTC shall mean the Executive Committee, Committee Coordinator, Project Manager, and/or any other staff of the JTC.
- **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

VIII. PROVISO

Below is the budget proviso language for this study from Sec. 204 of the [2023-25 transportation budget \(ESHB 1125\)](#).

(1)(a) \$300,000 of the motor vehicle account—state appropriation is for the joint transportation committee, from amounts set aside out of statewide fuel taxes distributed to cities according to RCW 46.68.110(2), to convene a study of a statewide retail delivery fee on orders of taxable retail items delivered by motor vehicles within the state. The study must:

- (i) Determine the annual revenue generation potential of a range of fee amounts;
- (ii) Examine options for revenue distributions to state and local governments based upon total deliveries, lane miles, or other factors;
- (iii) Estimate total implementation costs, including start-up and ongoing administrative costs; and
- (iv) Evaluate the potential impacts to consumers, including consideration of low-income households and vulnerable populations and potential impacts to businesses.

(b) The study should document and evaluate similar programs adopted in other states. The joint transportation committee must submit a report on the study to the transportation committees of the legislature by June 30, 2024.

IX. 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 form the basis of a proposal or any subsequent recommendations.

[Colorado Retail Delivery Fee](#) – Colorado Department of Revenue

[Minnesota Enacts New Retail Delivery Fee](#) – Sales Tax Institute

X. PROJECT BUDGET

The budget for this project shall not exceed a maximum of **\$ 290,000**. 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.

XI. INSTRUCTION TO BIDDERS

A. SUBMISSION OF PROPOSAL

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

1. In order for your organization to receive any RFP amendments or bidder questions/agency answers a Letter of Intent to Bid must be submitted by 5:00 p.m. on **September 6, 2023**, to sonia.plasencia@leg.wa.gov and must include company name, address and email address.
2. Bidders must submit proposals in PDF format as an email attachment and/or as a link where the PDF file can be downloaded.
3. Bidders must provide two samples of previous work similar to this type in PDF format as an email attachment and/or as a link where the PDF file(s) can be downloaded.
4. Proposals are due no later than **5:00 p.m. (local time in Olympia) on September 18, 2023**. Late proposals will not be accepted and will be automatically disqualified. Proposals should be submitted to Sonia Plasencia, RFP Coordinator – sonia.plasencia@leg.wa.gov.
5. Selected bidders will be required to participate in oral interviews on **October 4, 2023**, via video conference. Selected bidders will be notified of the time of their scheduled interview and presentation.
6. 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 the travel and associated costs of Bidder personnel as they relate to bidding on this project.
7. 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.
8. After submission, Bidders will not be allowed to amend their proposal. Responses consisting solely of marketing material are not acceptable and will be rejected.
9. 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. Inquiries concerning clarification of some aspect of the RFP will be accepted beginning at 9:00 a.m. on **August 25, 2023**. No inquiries concerning the RFP will be accepted after 5:00 p.m., on **September 6, 2023**. Responses to questions will be posted at <http://leg.wa.gov/JTC/Pages/RFPs.aspx> within three business days. By **September 8, 2023**, all responses to inquiries will be posted and 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. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

5. Location of the facility from which the Bidder would operate.
6. The names of any employees or governing board members of the firm who are current Washington State employees or were an employee of Washington State within the past 24 months 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. DIVERSE BUSINESS INCLUSION PLAN

Responders will be required to submit a Diverse Business Inclusion Plan (Exhibit C) with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award.

D. PROPOSAL FORMAT

The proposal must be submitted in PDF format and be printable on eight and one-half by eleven (8 1/2x11) inch paper. 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 1-8 in Section III of this RFP, not to exceed ten pages. This page limitation applies only to the Technical Approach section.
 - 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 provide two samples of previous work similar to this type in PDF format as an attachment and/or as a link where the file(s) can be downloaded in the submittal email.

4. Cost Approach
 - The total cost of this work shall be documented in a detailed budget, including direct and indirect labor, travel, and any other expenses (itemized). The cost description shall 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.
6. Diverse Business Inclusion Plan (Exhibit C)

XII. 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 for interviews.

- Technical Approach (50%)
 - Proposed project approach and methodology
 - Quality of work plan
 - Feasibility of proposed schedule
 - Description of proposed deliverables
- Management Approach (40%)
 - 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

XIII. ESTIMATED SCHEDULE OF ACTIVITIES

Letters of Intent to Bid due	September 6, 2023
Due date for proposals	September 18, 2023
Oral Interviews (via videoconference)	October 4, 2023
Announce apparently successful Bidder	Approximately October 9, 2023
Estimated contract start date	October 18, 2023
Kick-off meeting with Staff Work Group	Approximately the week of November 6, 2023
Presentation to JTC in Olympia	December 14, 2023
Submit draft report to JTC staff	May 24, 2024
Final report draft due to JTC	June 14, 2024
Present draft final report to JTC in Vancouver, WA	June 18 or 19, 2024, JTC meeting
Final report submitted to House and Senate Transportation Committees	June 30, 2024

XIV. 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 XII 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 submitted exceptions as allowed in the Certifications and Assurances form, Exhibit B to this solicitation. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation.
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.

GENERAL TERMS AND CONDITIONS

1. 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.
- C. "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.

2. 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.

3. ATTORNEY'S FEES -- Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

4. CHANGE OF CONTROL OR PERSONNEL -- Contractor shall promptly and in any case within twenty-four (24) hours notify the JTC Project Manager 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.

5. CHANGES AND MODIFICATIONS -- The JTC may, at any time, by written notification to the Contractor, 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.

6. 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.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington who worked with the JTC program executing this Contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by JTC that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a 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.

7. 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.

8. 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 Committee Coordinator for review and decision. If the decision by the JTC Committee Coordinator is not satisfactory to the Contractor, the Contractor may request in writing that the dispute be reviewed by the Legislative Members of the JTC Executive Committee. Such written request shall be provided to the JTC Committee Coordinator within five (5) days following the Committee Coordinator's decision. The Committee Coordinator shall present the written request to the Legislative Members of the JTC Executive Committee at its earliest convenience for review and decision. The decision of the Legislative Members 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 Committee Coordinator or the JTC Executive Committee.

9. 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.

10. 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.

11. INDUSTRIAL INSURANCE COVERAGE -- The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract as required under Title 51 RCW. 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.

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

13. 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.

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

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

16. 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.

17. 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).

18. PUBLICITY -- The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or JTC's name is mentioned, or language used from which the connection with the state of Washington's or JTC's name may reasonably be inferred or implied, without the prior written consent of JTC.

19. RECORDS, DOCUMENTS AND REPORTS -- The Contractor shall maintain books, records, documents, data 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 state or federal officials so authorized by law, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years after the date of final payment and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.

20. REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, <http://dor.wa.gov/Content/Home/Default.aspx>, and be responsible for payment of all taxes due on payments made under this contract.

21. 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.

22. 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 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.

23. 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.

24. 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.

25. 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.

26. SEVERABILITY -- The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

27. 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.

28. TERMINATION FOR CAUSE -- In the event the JTC determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the JTC has the right to suspend or terminate this contract. 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.

A termination shall be deemed a "Terminate for Convenience" if it is determined that the Contractor (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence.

29. 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.

30. 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.

31. 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.

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. 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.
8. I/we certify that no condition exists with respect to the bidder, or any of its employees, regarding any current or past relationship with the JTC, or other agencies that violate Chapter 42.52 RCW, the "Ethics in Public Service" Law.
9. I/we have disclosed any lobbying activities, as that term is defined in RCW 42.17A.005, or other paid advocacy positions that have been undertaken in the prior 12-month period, for any individuals proposed for the consulting team including sub-consultants. Disclosure of any lobbying activity is attached to this form on a separate page.
10. I/we acknowledge that the JTC Personal Services Contract Policy bars the JTC from entering into a contract with a consultant who has or may have a direct or indirect beneficial interest in the outcome of the proposed project or work scope (See Exhibit D, Sec. 3)
- 11.. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and General Terms and Conditions (Exhibit A). If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

We (check one):

are submitting proposed exceptions to contract General Terms and Conditions and have attached them to this form.

are not submitting proposed exceptions to general terms and Conditions (*default if neither are checked*).

On behalf of the Consultant submitting this proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

Signature of Proposer Date

Printed Name Title

DIVERSE BUSINESS INCLUSION PLAN

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women’s Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

Minority	___%
Women	___%
Veteran	___%
Small Business	___%

Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: _____
Phone: _____
E-Mail: _____

**JOINT TRANSPORTATION COMMITTEE
PERSONAL SERVICES CONTRACTS POLICY**

Adopted: July 20, 2005 by affirmative vote of the Joint Transportation Committee.

Amended: June 29, 2022

Purpose:

RCW 39.26 is the state law regulating personal service contracts. However, this law does not apply to the legislative branch of government. See RCW 39.26.100(1).

Although the Joint Transportation Committee (JTC) is entitled to the exemption granted to the legislative branch under RCW 39.26.100, the JTC desires to adopt policies that more specifically delineate the Committee's standards and processes for entering into personal services contracts.

With the adoption of these policies, the JTC seeks to ensure public confidence that its consultants meet high professional and ethical standards, and that the process for selecting consultants remains fair, open and more rigorous than laws applicable to the legislative branch of government.

1. Applicability

- (a) The policies apply to all contracts for personal services that are executed by the JTC with the following exceptions:
 - Contracts with state agencies;
 - Personal Services Contracts for less than \$20,000;
 - Contracts for purchased services.
- (b) The policies apply to subconsultants as well as prime consultants.
- (c) Any exception to this policy must be approved by the Executive Committee of the JTC.

2. Consultant Selection Process

- (a) The JTC may designate specific legislators, staff and/or agency personnel to conduct the selection process, but in all cases the final authority to select consultants rests with the JTC.
- (b) After a Request for Proposals has been released for a specific JTC project or study, there shall be no ex parte contacts between prospective bidders and members of the JTC or JTC staff, except for the designated RFP Coordinator.

3. Conflicts of Interest

- (a) Consultants must disclose any lobbying activities, as that term is defined in RCW 42.17A.005, or other paid advocacy positions that have been undertaken in the prior 12-month period.
- (b) No contract shall be awarded to a consultant who has or may have a direct or indirect beneficial interest in the outcome of the proposed project or work scope. A situation where there is a beneficial interest is where the consultant's methodology, analysis or conclusions would result in a tangible professional or financial gain to the consultant, his/her family, friends, associates or other clients.

4. Awarding and Executing Personal Services Contracts

- (a) The JTC may award a personal services contract, or a portion thereof, to a prime consultant, and may make such award contingent on the participation or exclusion of specific individuals or subconsultants as necessary to comply with these policies or where it is in the best interest of the state to do so.
- (b) The JTC 1st Co-chair may enter into personal services contracts on behalf of the JTC, as approved by the Executive Committee.
- (c) The 1st Co-chair may delegate contract signature authority to staff on projects approved by the Executive Committee.

5. Contract Amendments

- (a) All proposed contractual amendments shall be approved in the same manner as the original contract, unless otherwise specified by the Executive Committee.