

REQUEST FOR PROPOSALS

ASSESSMENT OF THE WASHINGTON STATE TRANSPORTATION COMMISSION

I. BACKGROUND

The Washington State Legislature is seeking an assessment of the roles and responsibilities of the Washington State Transportation Commission (WSTC). Beginning in 2005 and in the years since, the role of the WSTC has changed significantly, as described below. The goal of this study is to recommend adjustments to the WSTC's statutory responsibility, budget, operations, and/or membership, to better suit today's needs.

This assessment is described and authorized in the 2017 Transportation Budget Bill, [SSB 5096](#). It is approximately a six-month study, with a final report due by December 31, 2017.

Current Commission make-up and responsibilities

The WSTC is a seven-member body of citizens appointed by the Governor for six-year terms, subject to Senate confirmation. Its 2017-19 budget is \$2.5 million. There are five fulltime staff: an executive director, two senior staff and two administrative staff. Its primary statutory responsibilities include the following:

- Act as the State Tolling Authority and as such, establishing all state highway and bridge tolls (Chapters 47.56 and 47.46 RCW)
- Set ferry fares and pricing policies (Chapter 47.60 RCW)
- Conduct the biennial ferry user survey known as the Ferry Riders Opinion Group (FROG) (Chapter 47.60.286 RCW)
- Solicit public input on transportation policy, known as the Voice of Washington Survey (VOWS) (Chapters 47.01.071 and 47.01.075 RCW)
- Develop transportation policies for consideration by the Governor and the Legislature (Chapters 47.01.071 and 47.01.075 RCW)
- Prepare a comprehensive statewide transportation plan every four years (Chapter 47.01.071 RCW)
- Conduct studies and policy analysis as directed by the Legislature and the Governor (Chapter 47.01.071 RCW)

While Chapter 47.01.071 RCW requires the WSTC to propose policies to the Governor and the Legislature to assure the development and maintenance of a comprehensive and balanced statewide transportation system, another statute, Chapter 47.01.075 RCW, provides that the Commission may offer policy guidance to the Governor and Legislature regarding the following topics

- Transportation finance
- Preserving, maintaining, and operating the statewide transportation system

STATE OF WASHINGTON

JOINT TRANSPORTATION COMMITTEE

PO Box 40937
606 COLUMBIA STREET NW, #105
OLYMPIA, WA 98504-0937
PHONE: (360) 786-7313

[JTC WEBSITE](#)

REQUEST FOR PROPOSALS

MAY 12, 2017



JTC EXECUTIVE COMMITTEE

REPRESENTATIVES

Judy Clibborn
1st Co-Chair

Ed Orcutt
Ranking Member

SENATORS

Curtis King
Co-Chair

Steve Hobbs
Ranking Member

- Transportation infrastructure needs
- Promoting best practices for adoption and use by transportation-related agencies and programs
- Transportation efficiencies that will improve service delivery and intermodal coordination and connectivity
- Improved planning and coordination among transportation agencies and providers
- Use of intelligent transportation systems and other technology-based solutions

The Commission meets monthly except for August. In 2017, six two-day meetings are scheduled in Olympia (January, February, March, May, October, December) and five one-day meetings are scheduled throughout the state (April in Centralia, June in Leavenworth, July in Kent, September in Friday Harbor, and November in Spokane Valley).

2005 changes to Washington State Transportation Commission responsibilities

Prior to 2005, the WSTC had a broad role that included overseeing the Washington State Department of Transportation (WSDOT), proposing WSDOT’s budget, and authorizing departmental request legislation. The WSTC also appointed the Secretary of Transportation. That changed in 2005 when the Legislature made WSDOT a gubernatorial cabinet agency ([ESB 5513](#)), and transferred the authority to propose WSDOT’s budgets and legislation to the Governor-appointed Secretary of Transportation.

Under that legislation, the WSTC retained certain authority including statewide transportation planning, bonds issuance, serving as the state’s toll authority and setting ferry fares. In addition, the legislation expanded the WSTC’s role as a public forum for transportation policy development. Their role has subsequently changed further, and the Commission is no longer involved in issuing bonds.

ESB 5513 resulted in considerable changes in the job of the Transportation Commissioner. Prior to 2005, Commissioners were members of a small board in charge of WSDOT. After 2005, their roles regarding the oversight of WSDOT were much more limited, though they retained the responsibility of setting toll rates and ferry fares, soliciting public input on the transportation system, and developing transportation policies, among other duties.

Transportation Commissioner turnover

State law calls for seven transportation Commissioners appointed for no more than two consecutive six-year terms (RCW 47.01.051). In recent years, [twelve Commissioners have resigned their positions short of the twelve-year limit](#), leading to considerable turnover on the Commission. Since 2013, the Governor has appointed eight new Commissioners due to vacancies not resulting from the 12-year limit on service, and there is a ninth vacancy yet to be filled. The Governor’s staff have said the primary reason for the resignations was the length and frequency of meetings. Prior to 2005, Commissioners were more likely to serve their full 12 years, though some still resigned early or did not seek a second term.

Road Usage Charge Study

In 2012, the Legislature directed the Transportation Commission, in close cooperation with WSDOT and with guidance from a multi-stakeholder steering committee, to conduct an assessment of road usage charging and determine if it is feasible. A Road Usage Charge (RUC) is a per mile charge drivers would pay for the use of the roads, rather than paying by the gallon of gas. If implemented, it would replace the gas tax statewide.

The Legislature has expressed continued support for the WSTC’s work on the RUC, appropriating \$2.4 million in state and federal funds to the Commission for this study in the past five years. The [Road Usage Charge web site](#) has more details on this ongoing project, the RUC Steering Committee, and the upcoming RUC pilot project, for which the Legislature has appropriated \$3.8 million in federal funds.

Public outreach

As required by law, the WSTC conducts surveys of ferry customers at least every two years, and statewide citizen surveys on transportation policy and funding issues. The WSTC established two online panels to do this – the FROG and the VOWS.

WSTC proposal for increased transportation revenue and spending

In 2015, after several years of work, the Legislature approved and the Governor signed the Connecting Washington Program, a 16-year, \$16 billion investment package funded with an 11.9 cent gas tax increase. Under its statutory authority to provide policy guidance (Chapters 47.01.071 and 47.01.175 RCW), the Commission developed a [proposal](#) for a 15 cent gas tax increase and forwarded it to the Governor and the Legislature in early 2015.

Public private partnerships

[Washington's P3 law and program](#) includes roles for both WSDOT and the Transportation Commission. [WSTC's role in P3s](#) includes overseeing certain aspects of the WSDOT [Innovative Partnerships Program](#) including: approving and reviewing contracts, adopting rules to implement and govern the program, solicit concepts or proposals for eligible projects, and select potential projects based on the proposals received. (Chapter 47.29 RCW)

Transportation plans

The Legislature has appropriated funds to the WSTC over the years to prepare a [statewide transportation policy plan](#), which WSTC is statutorily required to produce. However, WSDOT has a multi-million dollar planning program which prepares the long-term multimodal transportation plan, and seven modal plans covering [Aviation](#), [Ferries](#), [Rail](#), [Freight](#), [Bicycle and Pedestrian](#), [Highway System Plan](#), [Statewide Public Transportation Plan](#).

II. SCOPE OF WORK

The purpose of the study is as follows:

- Review the current membership, functions, powers and duties of the Transportation Commission beyond: those granted as the tolling authority, and for the adoption of ferry fares and pricing policies, and for work related the Road Usage Charge pilot project as directed by the Legislature.
- Evaluate the extent to which current powers and duties overlap and/or duplicate those of other agencies, or are of limited value to the Legislature and Governor.
- Review the Commission's budget to ensure it is appropriate for the roles and responsibilities it is directed to do by statute, and by the Legislature and Governor.
- Consider alternative roles for the Transportation Commission that better suit the needs of the Legislature and Governor, and provide for a more stable and productive Commission.
- Recommend changes, as appropriate, to the operations, duties, membership and/or budget of the Commission to make it better fit today's needs.

Staff Workgroup. The Joint Transportation Committee (JTC) will form a Staff Workgroup to provide support during the study. The Staff Workgroup will be comprised of staff from the JTC, the House and Senate Transportation Committees, the Transportation Commission, WSDOT, and the Governor's Office of Financial Management.

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 strongly encouraged to recommend additions and/or alternatives to better accomplish the study's objectives.**

It will be important for the Consultant to understand up front what key legislators know and believe, and what they are seeking from the study. Thus, interviews with the four legislators who comprise JTC Executive Committee are strongly advised, both at the beginning of and during the study.

TASK 1: REVIEW CURRENT MEMBERSHIP, FUNCTIONS, POWERS AND DUTIES OF THE WSTC

In Task 1, the Consultant will review the current membership, functions, powers and duties of the Transportation Commission. While this will include all roles and responsibilities, this assessment is not focused on those granted to the Commission as the tolling authority and for the adoption of ferry fares and pricing policies, or for work related the Road Usage Charge study and pilot project. However, the Consultant will need to understand those responsibilities excluded from the primary work of this assessment, in order to understand budget implications and develop recommendations for adjustments.

To help understand why there has been such turnover of Commissioners in recent years, the Consultant is advised to interview a number of current Commissioners as well as some Commissioners who have recently resigned their positions before completing twelve years of service, and the Governor's staff who recruits candidates for appointment. Staff will provide names and contact information for these Commissioners and staff.

TASK 2: BUDGET REVIEW

Task 2 involves a review of the Commission's budget to identify how it is currently spent, the extent to which it is appropriate for the Commission's current roles, responsibilities and operations, and to understand how it might be changed in the development of Tasks 4 and 5 below.

The Consultant will have assistance in this Task from legislative and executive branch staff familiar with the development and expenditure of the Commission's budget.

Deliverable: One white paper covering Tasks 1 and 2

TASK 3: IDENTIFY OVERLAP AND DUPLICATION

In Task 3, the Consultant will evaluate the extent to which current Commission powers and duties overlap and/or duplicate those of other agencies, or are of limited value to the Legislature and the Governor. To the extent duplication is identified, recommend whether changes should be enacted as part of Task 5 below.

The Consultant should consider interviewing key legislators and Governor's staff, as well as others, in conducting Task 3.

TASK 4: CONSIDER ALTERNATIVE ROLES

Task 4 is a research task to identify potential alternative roles for the Transportation Commission.

Commission staff have prepared a [report](#) showing roles and responsibilities for Transportation Commissions across the country, which may be a helpful starting point in working on this Task; however, the Consultant should not be limited to just this report.

There is no preconceived notion of additional duties that should or might be assigned to the WSTC. Rather, the Task is to review responsibilities of other Transportation Commissions to identify whether any would be a good fit for the WSTC and provide for a more stable and productive Commission, and at the same time better suit the needs of the Legislature and the Governor.

Deliverable: One white paper covering Tasks 3 and 4

TASK 5: RECOMMEND CHANGES

In Task 5, the Consultant will recommend changes, if appropriate, to the operations, duties, membership, and/or budget of the Commission to make the necessary adjustments to better fit today's needs. The Consultant also should identify the statutes that would need to be changed to implement the recommendations; the Staff Workgroup will provide assistance with identifying the statutory changes.

Deliverable: White paper

TASK 6: WORK WITH STAFF WORKGROUP

Staff Workgroup. The JTC will appoint a Staff Workgroup comprised of staff from the JTC, House and Senate Transportation Committees, the Transportation Commission, WSDOT and the Office of Financial Management. The Staff Workgroup will provide support during the study.

The Consultant should expect to meet with the Staff Workgroup at least twice during the study, and shall include in its proposal a schedule for proposed meetings. The JTC Project Manager will help to identify appropriate roles and participation for the Staff Workgroup.

TASK 7: PRESENTATIONS

The Consultant will provide study updates and presentations as follows:

- One or more conference call with the four JTC Executive Committee Members (chairs and ranking members of the House and Senate Transportation Committees) during the study, at a date to be determined later.
- In-person presentation of the draft report on November 14, 2017, at the JTC meeting in SeaTac at the DoubleTree by Hilton on International Boulevard.
- One presentation each to the House and Senate Transportation Committees during the 2018 legislative session, *at the Committee Chairs' discretion*. These two presentations would occur on the same day, which would probably be in January 2018.
- One presentation to the Washington State Transportation Commission in January, February or March, 2018

TASK 8: DRAFT AND FINAL REPORTS

The Consultant will prepare a draft and a draft final report of the study, which shall include all study findings and recommendations, as well as the deliverables described in Tasks 1-5, and a summary of the study process.

The study recommendations shall be those of the Consultant.

The Consultant shall present a draft of each report 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 reports, and shall incorporate any needed changes.

Draft report. The Consultant will present the draft report to the Joint Transportation Committee for review and discussion on November 14, 2017, in SeaTac.

Draft final report. The draft final report is due by December 4, 2017. Please note that it becomes the Final Report only after the JTC Executive Committee votes on accepting the report, which will likely occur at the December 14, 2017, JTC meeting in Olympia.

Deliverable: Draft and Final Reports

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:
 - 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 for each task
 - The specific data that will be needed, along with data sources and
 - A schedule for performing the tasks
 - A detailed budget

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

2. In conducting the study, the Consultant shall coordinate and facilitate the Staff Workgroup meetings. The Consultant shall expect to provide meeting materials. JTC staff will assist with scheduling meetings and securing meeting locations. If catering is needed for Staff Workgroup meetings, JTC will pay for and make those arrangements.
3. The Consultant Project Manager shall have, at a minimum, twice-monthly scheduled conference calls with the JTC Project Manager. This requirement may be changed by mutual agreement of the Consultant and JTC Project Manager.
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 as described above in Tasks 1-5. These white papers will be included in the Draft and Final Reports. The Consultant shall present draft white papers 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 incorporate any needed changes.
6. The Consultant shall present a draft of the draft and final reports to the JTC Project Manager and Staff Workgroup for comments and suggestions. The draft report is due on November 2, 2017, and the draft final is due on December 4, 2017. The Consultant shall work with the JTC Project Manager on review of the draft reports, and incorporate any needed changes.
7. The Consultant shall deliver 25 printed and appropriately bound color copies of the accepted Final Report, and an electronic version suitable as printing "master" (Word and PDF) and for web-based distribution.

IV. 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 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 and the Staff Workgroup

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 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 Members** – the four Members of the JTC Executive Committee, who are the Chairs and Ranking Members of the House and Senate Transportation Committees.
- **JTC Coordinator** – the Chief Executive Officer of the Joint Transportation Committee.
- **JTC Project Manager** – the JTC staff person who is lead staff for the study.
- **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 the form the basis of a proposal or any subsequent recommendations.

WSTC primary enabling statutes [RCW 47.01.051](#) – [47.01.075](#)

Tolling authority, [RCW 47.56.850](#) and [47.46.100](#)

WSTC functions related to ferries in [RCW 47.60.315](#) and [47.64](#)

[2011 study of transportation governance](#) by the National Conference of State Legislatures

[2016 study of transportation governance](#) by AASHTO

[2011 JTC Study, Evaluation of State-Level Transportation Plans](#)

[White paper on evaluation of state-level transportation plans, 2011](#)

[Appendix, Evaluation of State-Level Transportation Plans, 2011](#)

VIII. PROJECT BUDGET

The budget for this project shall not exceed a maximum of **\$100,000**. 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 May 22, 2017, 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 June 2, 2017, 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
606 Columbia Street NW, #105
Olympia, WA 98504-0937
5. Selected bidders will be required to attend oral interviews on June 22, 2017, 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 the travel and associated costs of Bidder personnel 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. Inquiries concerning clarification of some aspect of the RFP will be accepted beginning at 9:00 a.m. on May 12, 2017. No inquiries concerning the RFP will be accepted after 5:00 p.m., local time in Olympia, on May 22, 2017. By May 24, 2017, 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 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. The names of 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 1-8 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, the 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 the Consultant's 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 shall identify projected work hours and hourly rate(s) for each employee who will be assigned to this project, by name and task.

5. References

- Include three references with whom your firm and the proposed Consultant Project Manager have 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 (45%)
 - Proposed project approach and methodology
 - Quality of work plan
 - Feasibility of proposed schedule
 - Description of proposed deliverables
- Management Approach (50%)
 - Project team structure internal controls
 - Staff qualifications and resumes
 - Relevant experience with projects of similar complexity and type
 - Other applicable experience
- Cost Approach (5%)
 - Quality of detailed budget
 - Reasonableness of cost approach
 - Total project cost

XI. ESTIMATED SCHEDULE OF ACTIVITIES

Letters of Intent to Bid due	May 22, 2017
Due date for proposals	June 2, 2017
Oral Interviews	June 22, 2017
Announce apparently successful Bidder	June 26, 2017
Estimated contract start date	July 3, 2017
Kick-off meeting with Staff Workgroup	Early July 2017
Conference call(s) with four JTC Members	September, October, as needed
Draft Report due	November 2, 2017
Present draft report to JTC	November 14, 2017
Draft final report due	December 4, 2017

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.

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.
- 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.

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.

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;
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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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).

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

TREATMENT OF ASSETS --

1. 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.
2. 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.

3. 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.
4. If any JTC property is lost, destroyed or damaged, the Contractor shall notify JTC immediately and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender to JTC all property of JTC prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

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.

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