

STATE OF WASHINGTON
JOINT TRANSPORTATION
COMMITTEE

3309 CAPITOL BLVD. SW
OLYMPIA, WA 98504-0937
PHONE: (360) 786-7313
FAX: (360) 786-7378

REQUEST FOR PROPOSALS

MAY 24, 2011



REPRESENTATIVES

Judy Clibborn
Co-Chair

Mike Armstrong

SENATORS

Mary Margaret Haugen
Co-Chair

Curtis King

REQUEST FOR PROPOSALS TO IDENTIFY AN EFFECTIVE COST RECOVERY STRUCTURE FOR CITIES, AND EFFICIENCIES IN STORMWATER MANAGEMENT

I. BACKGROUND

The Washington State Legislature wishes to identify ways to improve the process by which cities are reimbursed by the Washington State Department of Transportation (WSDOT) for managing stormwater runoff from state highways within city boundaries, and to make stormwater management of these facilities more efficient.

Under state law (RCW 90.03.525), a city may recover expenses for managing stormwater runoff from state highways within city boundaries by charging WSDOT a stormwater fee. The fee is a percentage of the fee the city charges other property owners. Before WSDOT pays the fee, the city must submit an application with calculated values for the amount of state highway stormwater runoff and a showing of how the fee's use would directly address the runoff by providing a stormwater management plan.

Regulatory framework. Water pollution degrades surface waters making them unsafe for drinking, fishing, and other activities. As authorized by the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants. Industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters. The U.S. Environmental Protection Agency (EPA) requires NPDES permits for discharges from four broad categories of stormwater discharges: (1) municipal separate storm sewer systems (MS4s); (2) construction activity; (3) industrial activity; and (4) sand and gravel activity.

Local government permits. Polluted stormwater runoff is commonly transported through MS4s, from which it is often discharged untreated into local water bodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit, issued by the Washington Department of Ecology (Ecology), and develop a stormwater management program. There have been two phases of permits. In 1990, Phase I permits were issued and require medium and large cities or certain counties with populations of 100,000 or more to obtain NPDES permit coverage for their stormwater discharges. In 1999, Phase II permits were issued and require regulated small MS4s in urbanized areas and designated small MS4s outside the urbanized areas, to obtain NPDES permit coverage for their stormwater discharges. Generally, each regulated MS4 is required to develop and implement a stormwater management program (SWMP) to reduce the contamination of stormwater runoff and prohibit illicit discharges.

WSDOT's new permit. Ecology issued a new stormwater permit to WSDOT in February 2009, which regulates stormwater runoff from state highways, rest areas, park-and-ride lots, ferry terminals, and maintenance facilities in urban areas throughout the state. The permit replaced and expanded WSDOT's coverage under the 1995 Phase I municipal general permit for large and medium-sized areas to include small urban areas throughout the state.

Stormwater fees. RCW 90.03.525 allows cities to assess WSDOT a stormwater fee to reimburse costs to manage state highway stormwater runoff within their local boundaries. To receive reimbursement, the city must first have a stormwater fee in place (and charge other property owners, not only WSDOT). It must then satisfy two requirements: (1) properly calculate the stormwater fee based on the volume of highway runoff into city facilities; *and* (2) show how the fee will be used for stormwater control facilities or practices that directly reduce state highway runoff impacts or reduce the need for such facilities or practices. Cities collaborate with WSDOT to develop an annual plan for charges; cities must provide an annual progress report on the use of charges assessed for the prior year.

Stormwater facility maintenance. Currently, WSDOT and cities maintain their own respective rights of way and stormwater facilities. All facilities owned or operated by WSDOT are managed with state resources. Typically cities manage their own rights-of-way and stormwater facilities. However, state highway stormwater runoff may commingle into city stormwater facilities.

II. SCOPE OF WORK

The Washington State Legislature wishes to identify ways to improve the process by which cities are reimbursed by the Washington State Department of Transportation (WSDOT) for managing stormwater runoff from state highways within city boundaries, and to make stormwater management on these facilities more efficient.

The study has several components, including the following:

- a. Provide an overview of the stormwater permitting and fee structure, and funding mechanisms for costs related to stormwater management.
- b. Provide an inventory of state highways subject to the federal Clean Water Act (40 C.F.R. Parts 122 – 124, NPDES) that are within city boundaries;
- c. Conduct a survey of cities that impose stormwater fees or charges to WSDOT, or otherwise manage stormwater runoff from state highways within their jurisdiction;
- d. Conduct case studies from a representative cross-section of cities on how WSDOT and cities have used RCW 90.03.525;
- e. Develop a model stormwater fee ordinance for cities;
- f. Recommend amendments to RCW 90.03.525 to improve the effectiveness of the stormwater reimbursement process; and
- g. Provide recommendations on how to achieve efficiencies in the cost and management of state highway stormwater runoff within cities.

The Consultant shall work closely with the Association of Washington Cities and WSDOT in conducting the study, which also will be supported by a Staff Workgroup comprised of staff from the JTC, House and Senate Transportation Committees, and other state agencies and stakeholders as needed.

TASKS TO BE COMPLETED IN THIS STUDY

The description of tasks provided 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. Additions and innovations that accomplish the study's tasks recommended by the consultant are encouraged.

TASK 1: PREPARE OVERVIEW OF STORMWATER REGULATION AND FEE STRUCTURE.

The consultant shall prepare a brief and simple overview of the current stormwater regulatory structure, considering federal, state, and local government permit requirements, and the municipal stormwater fee framework. The overview should include a comparison of Washington's stormwater fee approach with other states' laws and policies. In addition, the consultant shall prepare a list of funding mechanisms currently available to cities for reimbursement of stormwater management costs. The purpose is to develop a "Stormwater 101" type of guide for legislators and others to more easily understand the current stormwater regulatory and fee environment.

- a. Provide an overview of federal stormwater management requirements and its relationship with state law.
- b. Provide an overview of existing state law, the process required to create and impose stormwater fees, and fee calculation formulas and methods.
- c. Provide an overview of the interaction and use of existing state law by cities and WSDOT.
- d. Provide a brief overview describing how other states reimburse cities for stormwater management of state highway stormwater runoff.
- e. Compile a list of funding mechanisms (e.g. grants, loans, and etc.) available to cities for reimbursement of costs related to stormwater management.

Deliverable: Stormwater 101 guide.

TASK 2: COMPILE AN INVENTORY OF STATE HIGHWAYS SUBJECT TO THE FEDERAL CLEAN WATER ACT.

The consultant shall work closely with WSDOT, the Staff Workgroup, and other agencies as needed, to compile an inventory of state highways within city boundaries that are subject to the federal Clean Water Act (40 C.F.R. Parts 122 through 124). The inventory shall be easily searchable, both by state route number and by city. In addition, the inventory shall include the total number of lane miles for state highways within each city's boundaries, and highway mile marker information.

Deliverable: Spreadsheet or database on Task 2.

TASK 3: CONDUCT A SURVEY OF CITIES THAT IMPOSE STORMWATER FEES TO WSDOT, OR OTHERWISE MANAGE STORMWATER FROM STATE HIGHWAYS.

The consultant shall conduct a survey of Washington cities to identify those that impose stormwater fees or charges to WSDOT, or otherwise manage stormwater runoff from state highways within their

jurisdiction. In developing the survey, the consultant shall work closely with the Association of Washington Cities and the Staff Workgroup. This is a survey intended to gather existing data; it is not intended for the consultant to develop data not otherwise available from cities or state agencies. Data from this survey will also be used in Tasks 6 and 7.

The survey shall address, but is not limited to, the following issues:

- a. Identify all cities that charge stormwater fees to WSDOT, the fee amount charged by each city to WSDOT, and the total revenue from storm water fees raised by each city. The survey shall include the data for the past five biennia. In addition, identify, to the extent possible, all cities which are considering charging such a fee.
- b. Identify all cities that manage stormwater runoff from state highways within city boundaries, and indicate which cities charge a stormwater fee and which ones do not do so.
- c. To the extent possible, identify each city's estimate of its costs to manage stormwater runoff from state highways within its boundaries.
- d. Collect and compile data of characteristics of cities (e.g. population size, geographic region, and other relevant data) that have and have not imposed stormwater fees.
- e. Identify challenges that cities are concerned with regarding their relationship with WSDOT in managing stormwater runoff from state highways within their boundaries. What are the challenges? What are perceived or actual inefficiencies? Can cities identify more efficient stormwater management practices? Are there management practices that cities want to pursue jointly with WSDOT but have been unsuccessful? If so, why?

Deliverable: Survey, with findings summarized in a white paper on Task 3.

TASK 4: CONDUCT CASE STUDIES OF CITIES THAT CHARGE STORMWATER FEES, AND THOSE THAT DO NOT CHARGE STORMWATER FEES.

The consultant shall conduct up to seven (7) case studies from a representative cross-section of Washington cities that (1) charge and (2) do not charge stormwater fees to WSDOT under RCW 90.03.525. In developing these case studies, the consultant shall work closely with the Association of Washington Cities, the Staff Workgroup, and state and local government agencies as needed, to identify the cities to be studied and the information to be collected. Data from this survey will also be used in Tasks 6 and 7. Issues to be addressed in the case studies shall include, but are not limited to, the following:

- a. Identify cities' level of satisfaction or dissatisfaction as it pertains to existing state law and the WSDOT application process to recover stormwater costs. Identify opportunities for improving or adopting a new process.
- b. Quantify the costs that cities incur to manage stormwater runoff from state highways.
- c. Quantify the costs that cities incur in order to impose stormwater fees upon WSDOT. This includes, but is not limited to, staff time, legal fees, consultant time to develop stormwater plans, and other resources required to develop and submit the application, and make changes required for WSDOT approval.
- d. Identify general challenges experienced by cities in imposing stormwater fees (e.g. technical, legal, political, logistical, and etc.)
- e. Identify barriers and challenges to cities' imposing stormwater fees on WSDOT.
- f. Identify specific examples of potential improvements where WSDOT and cities may find efficiencies in the cost and management of stormwater facilities.

Deliverable: White paper on Task 4.

TASK 5: DEVELOP A MODEL STORMWATER FEE ORDINANCE FOR CITIES.

Using examples from city ordinances within Washington state, other states, or other resources, the consultant shall develop a model stormwater fee ordinance for Washington cities to address issues gathered from Tasks 3 and 4. The model ordinance may provide alternative cost recovery pathways for larger cities and smaller cities, taking into account the varying needs of cities of varying sizes, complexities, and needs.

The consultant may also propose alternative methods for cities to recover stormwater management costs from WSDOT.

Deliverable: Model stormwater fee ordinance, and, if proposed, other mechanisms to recover costs and a memorandum on Task 5.

TASK 6: MAKE RECOMMENDATIONS FOR EFFICIENCIES IN THE COST AND MANAGEMENT OF STATE HIGHWAY STORMWATER WITHIN CITIES.

Using data collected in Tasks 3 and 4, information regarding experiences and practices in stormwater management in other states, and other data, the consultant shall make recommendations on how to achieve efficiencies in the cost and management of state highway stormwater runoff within cities. Recommendations may include opportunities for collaboration or partnerships between WSDOT and cities, and other methods to more effectively and efficiently manage stormwater at these facilities. Provide examples of specific projects and/or activities to implement cost efficiencies in stormwater management.

Deliverable: White paper on Task 6.

TASK 7: RECOMMEND AMENDMENTS TO RCW 90.03.525 TO IMPROVE THE EFFECTIVENESS OF THE STORMWATER FEE REIMBURSEMENT PROCESS.

The consultant shall recommend amendments to RCW 90.03.525 to improve the effectiveness of the stormwater fee reimbursement process. The goal is to address challenges and opportunities identified in Tasks 3 and 4, to accurately and fairly reflect responsibility for stormwater management costs, and to incentivize efficiencies in the cost and management of stormwater from state highways within cities.

- Research and determine what type of stormwater fee structure or other reimbursement method(s) would best reflect stormwater management costs of state and local governments.

Deliverable: Draft amendments to RCW 90.03.525 and memoranda explaining such amendments.

TASK 8: DRAFT AND FINAL REPORTS.

The consultant shall provide to the JTC: (1) a draft report; (2) a draft final report; and (3) a presentation of the reports to the JTC; and a presentation of the final report to the Senate and House Transportation Committees.

- Using study analysis and evaluation, and taking into account direction from the JTC and staff, prepare a draft and final report incorporating information obtained from Tasks 1-7. Identify specific approaches to improve cost recovery processes and efficient stormwater management practices.
 - Identify and summarize policy options for the State.
- Draft Report due **November 14, 2011**.
- Draft Final Report due **December 13, 2011**.
- Presentation of Draft Final Report to JTC on **January 4, 2012**.
- Presentation of the Final Report to the Senate and House Transportation Committees during the **2012 Legislative Session** (likely in January).

III. CONTRACT DELIVERABLES

The successful consultant shall provide the following services and deliverables:

1. Within five (5) calendar days after the award date of the contract, the consultant shall submit a work plan to meet the requirements in Section II of this RFP, and 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;
 - A schedule for performing the tasks; and
 - An updated project budget, as necessary.

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

2. Up to three (3) presentations to the Joint Transportation Committee on study activities, findings and results. Meetings will likely be held in Seattle on July 13, 2011; Bellevue on November 16, 2011; and in Olympia on January 4, 2012. In addition, the consultant shall present the final report to the House and Senate Transportation Committees during the 2012 legislative session, likely in January, 2012.
3. Provide and present to the JTC Project Manager, monthly interim progress briefings (these may be via telephone) and written progress reports that address and summarize the issues in the consultant's contracted Scope of Work and Work Plan. The consultant must submit

memoranda, databases, working papers, white papers, and spreadsheets on each task as they are completed, to the JTC Project Manager. Progress payments shall be dependent upon satisfactorily meeting these milestones.

4. Provide a draft report, draft final, and a final report. Each report should describe the analysis, findings, conclusions, and recommendations for the contracted Scope of Work and Work Plan. The JTC and staff will provide comments. After reviewing and incorporating comments, and after the report is accepted by the Joint Transportation Committee, the consultant will finalize the report and submit 50 paper copies and one (1) electronic PDF copy on CD to the JTC Project Manager. The Consultant is expected to present the final report to the JTC and to the House and Senate Transportation Committees during the 2012 legislative session.
5. Provide a stand-alone executive summary of the final report in electronic PDF format.
6. Provide an electronic copy of a Microsoft Power Point presentation for this study.

IV. OVERSIGHT AND ADMINISTRATIVE RESPONSIBILITY

The JTC will form a Staff Workgroup for technical input and review of this study. This Workgroup will include staff from the JTC and Senate and House Transportation Committees and the Association of Washington Cities. Other staff and/or stakeholders may be added as appropriate.

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 or deny invoices, ensure milestones are accomplished, and etc.).
- Attend monthly briefings with consultant.
- Receive, evaluate, and edit consultant products.
- Oversee communications and meetings between JTC, the consultant, and the Staff Workgroup.
- JTC will have primary oversight for this study.

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

- **Apparent Successful Bidder** or **Apparent Successful Consultant** - the Bidder, Consultant, or contractor selected as the most qualified entity to perform the stated services.

- **Bidder, Consultant, or Contractor** - an entity intending to submit or submitting a proposal for the project.
- **JTC** - Joint Transportation Committee, a Washington State legislative agency.
- **JTC Coordinator** - the Chief Executive Officer of the Joint Transportation Committee.
- **RFP** - this Request for Proposal, 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. RESOURCES

The following references are to assist bidders wishing to prepare a proposal for this study. This is not an endorsement of the content of the referenced documents, but is provided for use as a reference to items referred to in the study, as well as other efforts that may have relevance to this study.

- Link to the Joint Transportation Committee web site:
<http://www.leg.wa.gov/JTC/Pages/default.aspx>
- Link to the budget proviso directing JTC to undertake this study:
<http://apps.leg.wa.gov/documents/billdocs/2011-12/Pdf/Bills/Session%20Law%202011/1175-S.sl.pdf> (Section 204)
- Link to the U.S. Environmental Protection Agency's Overview of the NPDES Permitting Program for MS4s:
<http://cfpub.epa.gov/npdes/stormwater/munic.cfm>
- Link to the Washington State Department of Ecology's MS4 Permit Program:
<http://www.wsdot.wa.gov/Environment/WaterQuality/NPDES.htm>
- Link to the Washington State Department of Transportation's NPDES Permit Compliance Program:
<http://www.wsdot.wa.gov/Environment/WaterQuality/NPDES.htm>
- Link to the Washington State Department of Transportation's Stormwater Permit Questions and Answers:
<http://www.wsdot.wa.gov/Environment/WaterQuality/StormwaterPermitQandA.htm>
- Link to the Washington State Department of Transportation Municipal Stormwater NPDES General Permit:
<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/wsdot.html>
- Link to Entities Covered Under the Municipal Stormwater Permits:
<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/MuniStrmWtrPermList.html>
- Link to stormwater permit requirements and the Department of Transportation report for 2011, published by the Joint Legislative Audit & Review Committee:
<http://www.leg.wa.gov/JLARC/AuditAndStudyReports/2011/Documents/StormwaterPermitsProposedFinal.pdf>
- Link to a Special Report on Stormwater Permit, The Gray Notebook, GNB 37, published by WSDOT:
<http://www.wsdot.wa.gov/NR/rdonlyres/BD26D6F0-B554-497C-9D0E-35C546BF179F/0/GrayNotebookMar10.pdf>
- Link to the 2011 NPDES Stormwater Management Plan, published by City of Bellevue:

[http://www.bellevuewa.gov/pdf/Utilities/Bellevue NPDES Annual Rpts -
2011 SWMP 2010 ACR.pdf](http://www.bellevuewa.gov/pdf/Utilities/Bellevue_NPDES_Annual_Rpts_-_2011_SWMP_2010_ACR.pdf)

- Link to the 2010 Draft NPDES Stormwater Management Plan, published by City of Spokane:
[http://www.spokanewastewater.org/Docs/Stormwater/2010 Stormwater Management Plan.pdf](http://www.spokanewastewater.org/Docs/Stormwater/2010_Stormwater_Management_Plan.pdf)

VIII. PROJECT BUDGET

The budget for this project shall not exceed a maximum of **\$200,000**. 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. INSTRUCTIONS 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 **June 6, 2011**, and must include company name, address and email address.
2. Bidders must submit six (6) copies of the proposal and one (1) electronic PDF copy on CD.
3. Bidders must include one (1) paper copy of two (2) 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 PM, local time in Olympia, Washington on June 14, 2011**, whether mailed or hand delivered. Late proposals will not be accepted and will be automatically disqualified. Proposals should be submitted to:

Joint Transportation Committee
Sonia Plasencia, RFP Coordinator
P.O. Box 40937
3309 Capital Boulevard SW
Olympia, Washington 98504-0937

5. Selected bidders will be required to attend oral interviews and provide presentations at their expense. Selected bidders will be notified of the date, time and location of their scheduled interview and presentation.
6. All proposals and accompanying documentation become the property of the JTC and will not be returned.
7. JTC will not be liable for any costs associated with preparation and presentation of a proposal submitted in response to this RFP. The Bidder assumes responsibility for its personnel's travel and associated costs as they relate to bidding on this project.
8. In the event it becomes necessary to revise any part of this RFP, an addendum or erratum will be provided to all Bidders who submitted a Letter of Intent to bid.

9. After submission, Bidders will not be allowed to amend their proposal. Responses consisting solely of marketing material are not acceptable and will be rejected.
10. Questions regarding this RFP should be directed to Sonia Plasencia, RFP Coordinator, as the single point of contact for this solicitation, **via 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 25, 2011**. No inquiries concerning the RFP will be accepted after **5:00 PM**, local time in Olympia, Washington on **June 6, 2011**. By **June 7, 2011**, responses to inquiries will be transmitted via email to all Bidders who have submitted a Letter of Intent to Bid.

B. LETTER OF SUBMITTAL

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

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

C. PROPOSAL FORMAT

Six (6) 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
 - A description of proposed approaches to Tasks 1-7 of the Scope of Work, Section II of this RFP, not to exceed ten (10) pages. This page limitation does not include resumes,

qualifications, work samples, Letter of Submittal or signed Certifications and Assurances form.

3. Management Approach

- 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.
- Bidders must include one paper copy of two samples of previous work similar to this type of project and the internet link to these samples or an electronic copy on CD.

4. Cost Approach

- The total cost of this work in a detailed budget, including direct and indirect labor, travel, and any other expenses (itemized). The cost description should identify projected work hours and hourly rate(s) for each employee by name and task who will be assigned to this project.

5. References

- Include three (3) references with whom your Firm and your Project Manager have done similar work. For each reference, include name, title, organization, address, phone number and email address.

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 (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

XI. ESTIMATED SCHEDULE OF ACTIVITIES

Letters of Intent to Bid Due	June 6, 2011
Due Date for Proposals	June 14, 2011
Evaluate Proposals	June 15-20, 2011
Oral Interviews	June 28, 2011
Announce Apparent Successful Consultant	June 30, 2011
Estimated Contract Start Date	July 12, 2011
Draft Report Due	November 14, 2011
Draft Final Report Due	December 13, 2011
Presentation of Draft Final Report to JTC	January 4, 2012
Presentations to House and Senate Transportation Committees	2012 Legislative Session (likely in January)

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. 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.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

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

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

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

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

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

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

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

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

TREATMENT OF ASSETS --

- A. Title to all property furnished by JTC shall remain in JTC's office. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in JTC upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in JTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by JTC in whole or in part, whichever first occurs.
- B. Any property of JTC furnished to the Contractor shall, unless otherwise provided herein or approved by the JTC, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of JTC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. Upon loss or destruction of, or damage to, any auditees' or JTC's property, the Contractor shall notify JTC thereof and shall take all reasonable steps to protect that property from further damage.
- E. The Contractor shall surrender to JTC all property of JTC prior to settlement upon completion, termination, or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEVERABILITY -- If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which

can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

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

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

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

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

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

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

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