

STATE OF WASHINGTON
Department of Community, Trade and Economic Development
REQUEST FOR PROPOSALS (RFP)
RFP NO. 09-RFP-312

NOTE: *If you download this RFP from an agency website located at: <http://www.cted.wa.gov/site/1107/default.aspx>, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE: Greenhouse Gas Emissions: Analysis of response methodologies, computer programs, and estimates of emissions reductions resulting from specific measures related to land use and transportation planning scenarios.

PROPOSAL DUE DATE: July 7, 2008 by Noon PDT in Olympia, Washington, USA.

E-mailed bids received by the RFP Coordinator will be accepted. Faxed bids will not be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT: July 30, 2008 – June 30, 2009.
The Agency reserves the right to extend the contract for up to two additional one-year periods at the sole discretion of the Agency.

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Personal Service Contract with General Terms and Conditions
 - C. ESSB 6580: An act relating to mitigating the impacts of climate change through the growth management act

TABLE OF CONTENTS

1. Introduction	4
1.1 Purpose and Background	4
1.2 Objective and Scope of Work.....	4
1.3 Minimum Qualifications.....	5
1.4 Funding.....	5
1.5 Period of Performance	5
1.6 Current or Former State Employees.....	5
1.7 Definitions.....	6
1.8 ADA.....	6
2. General Information for Consultants	7
2.1 RFP Coordinator	7
2.2 Estimated Schedule of Procurement Activities	7
2.3 Pre-proposal Conference.....	7
2.4 Submission of Proposals	7
2.5 Proprietary Information/Public Disclosure.....	8
2.6 Revisions to the RFP	8
2.7 Minority & Women-Owned Business Participation	8
2.8 Acceptance Period	9
2.9 Responsiveness.....	9
2.10 Most Favorable Terms	9
2.11 Contract and General Terms & Conditions	9
2.12 Costs to Propose	9
2.13 No Obligation to Contract	9
2.14 Rejection of Proposals	9
2.15 Commitment of Funds.....	10
2.16 Electronic	
Payment.....	10
2.17 Insurance Coverage	10
3. Proposal Contents.....	11
3.1 Letter of Submittal.....	11
3.2 Technical Proposal.....	12
3.3 Management Proposal	12
3.4 Cost Proposal.....	14
4. Evaluation and Contract Award.....	15
4.1 Evaluation Procedure.....	15
4.2 Evaluation Weighting and Scoring.....	15
4.3 Oral Presentations may be Required	15
4.4 Notification to Proposers	15
4.5 Debriefing of Unsuccessful Proposers	16
4.6 Protest Procedure	16
5. RFP Exhibits	18
Exhibit A Certifications and Assurances	
Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)	
Exhibit C ESSB 6580	

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State, Community, Trade and Economic Development Department, hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to conduct a review and analysis of the programs and tools available for use in estimating and projecting greenhouse gas (GHG) emissions related to land use and transportation planning scenarios.

The Washington State Legislature passed and the Governor signed into law as Engrossed Substitute Senate Bill 6580 (ESSB 6580) marked as Exhibit C, attached and incorporated into this RFP) during the 2008 legislative session. The Legislature has found it is in the public interest to aid in the development of policies, practices, and methodologies that may assist counties and cities in addressing challenges associated with greenhouse gas emissions and our state's dependence upon foreign oil.

ESSB 6580 directs the AGENCY to develop and provide to counties and cities a range of advisory methodologies, a computer modeling program, and estimates of greenhouse gas emission reductions resulting from specific measures. The advisory methodologies, computer modeling program and estimates must reflect regional and local variations and the diversity of counties and cities planning under RCW 36.70A.040, the Growth Management Act (GMA). The AGENCY is further required to work with the Washington State Department of Transportation (WSDOT) on reductions of vehicle miles traveled through the efforts associated with, and independent of, the process directed by Engrossed Second Substitute House Bill 2815 (E2SHB 2815), Washington State Laws of 2008.

The advisory climate change methodologies, computer program, and estimates required under ESSB 6580 must be complete and made available by December 1, 2009.

AGENCY intends to award *one* contract to provide the services described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

The intent of the AGENCY in this RFP is to engage a consultant (individual, firm or team of individuals or firms) to:

- Conduct a review of methodologies, computer programs, and tools currently available for use by decision-makers in land use and transportation planning, based on the assumption that these decisions will be made with the intent to reduce GHG emissions relative to the business as usual scenarios.
- Conduct an analysis of how these programs or tools are, or can be, responsive to regional and local variations and diversity of counties and cities planning under the Growth Management Act, RCW 36.70A.040.
- Evaluate each of the programs or tools for their ability to address vehicle miles traveled (VMT), and the potential reduction in total VMT from various land use and transportation planning scenarios.
- Assess the strengths and weaknesses of each program or tool, an analysis of the system requirements to successfully utilize the program or tool, the data needs to successfully utilize the program or tool, general costs to run and maintain the program or tool on an annual basis, and any known or suspected shortcomings of each program or tool as it relates to its potential use by local governments in assessing GHG emissions likely to result from land use and transportation scenario planning in Washington State, under the Growth Management Act.
- Provide a written summary, in Plain Talk format, of each program or tool analyzed and results of that review.

The consultant's work will inform the AGENCY and Advisory Policy Committee in identifying programs and tools available. The consultant's work may also assist the AGENCY and Advisory Policy Committee in making legislative recommendations to the Legislature and Governor to implement land use and transportation planning strategies directly related to reducing GHG emissions from the built environment.

The consultant will potentially be required to attend two Policy Advisory Committee meetings between August and October 2008 to provide and receive input on preliminary inventory and analysis results. The consultant will potentially be required to attend one legislative hearing in Olympia between December 1, 2008 and April 30, 2009 to present the results of the study.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- At least 5 years experience in land use planning, including some experience working with local elected officials on accommodating growth under the Washington State Growth Management Act.
- Experience in land use and transportation planning, with an understanding of the land use and transportation comprehensive planning requirements of the Washington State Growth Management Act.
- Experience with review and analysis of computer modeling programs related to land use and transportation planning
- Experience with review and analysis of computer modeling programs and other relevant analytical tools related to estimating greenhouse gas emissions.

1.4 FUNDING

The AGENCY has budgeted fifty thousand to seventy-five thousand dollars (\$50,000-\$75,000) for this project. Proposals in excess of \$75,000 will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 30, 2008 and to end on June 30, 2009. This contract may be extended for up to two one-year periods, at the sole discretion of the AGENCY.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Community, Trade and Economic Development Department is the agency of the state of Washington that is issuing this RFP.

Apparent Successful Contractor – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Consultant – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or company that submits a proposal in order to attain a contract with the AGENCY.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.8 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Joyce Phillips, Growth Management Services
E-Mail Address	JoyceP@cted.wa.gov
Mailing Address	Washington State Department of Community, Trade and Economic Development, Growth Management Services Post Office Box 42525 Olympia, WA 98504-2525
Physical Address for Delivery	Washington State Department of Community, Trade and Economic Development, Growth Management Services 906 Columbia Street SW, Third Floor Olympia, WA 98501
Phone Number	360-725-3045
Fax Number	360-753-2950

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Advertise Notice of RFP	June 23, 2008
Issue Request for Proposals	June 25, 2008
Question & answer period	June 25-30, 2008
Issue last addendum to RFP	July 1, 2008
Proposals due	July 7, 2008
Evaluate proposals	July 7-9, 2008
Conduct oral interviews with finalists, if required	July 10, 2007
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	July 14, 2008
Hold debriefing conferences (if requested)	July 17, 2008
Negotiate contract	July 14-16 2008
File contract with OFM	July 16, 2008
Begin contract work	July 30, 2008

The AGENCY reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are not planned.

2.4 SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than Noon, Pacific Standard Time or Pacific Daylight Time, in Olympia, Washington, on **July 7, 2008**.

Proposals must be submitted electronically as an attachment to an e-mail to Joyce Phillips, the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by the AGENCY and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. The AGENCY does not assume responsibility for problems with Consultant's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the AGENCY'S e-mail is found to be at fault. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Consultant's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest.

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, consultants may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or the AGENCY to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14 COMMITMENT OF FUNDS

The Director of the AGENCY or his delegate is the only individual who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.16 INSURANCE COVERAGE

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) Commercial General Liability Insurance: Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, Community, Trade and Economic Development Department, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All

insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2. **Cancellation.** State of Washington, Community, Trade and Economic Development Department, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the state's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Community, Trade and Economic Development Department Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
5. **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
2. Technical Proposal;
3. Management Proposal; and,
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant 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 Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail 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 Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Consultant would operate.
6. Identify any state employees or former 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 AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. **Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. **Work Plan** - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. **Project Schedule** - Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the Consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- E. **Risks** - The Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the AGENCY'S contract manager.
- F. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. **Staff Qualifications/Experience** - Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any subcontractors have in the following areas associated with
 - a. Experience in land use and transportation planning, with an understanding of the land use and transportation comprehensive planning requirements of the Washington State Growth Management Act.
 - b. Experience with review and analysis of computer modeling programs related to land use and transportation planning
 - c. Experience with review and analysis of computer modeling programs and other relevant analytical tools related to estimating greenhouse gas emissions.
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

D. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Consultant and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current AGENCY staff as references. The Consultant and the lead staff person must grant permission to the AGENCY to contact the references and others who may have pertinent information regarding the Consultant's and the lead staff person's

qualifications and experience to perform the services required by this RFP. The AGENCY may evaluate references at the AGENCY'S discretion.

E. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Womens Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

3.4. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the AGENCY, which will determine the ranking of the proposals.

AGENCY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – <u>41%</u>	95 points
Project Approach/Methodology	40 points (maximum)
Quality of Work Plan	15 points (maximum)
Project Schedule	10 points (maximum)
Outcomes and Performance Measures	10 points (maximum)
Risks	10 points (maximum)
Project Deliverables	10 points (maximum)
Management Proposal – <u>34%</u>	75 points
Project Team Structure and Internal Controls	40 points (maximum)
Staff Qualifications/Experience (maximum)	20 points
Experience of the Consultant (maximum)	10 points
Cost Proposal – <u>25%</u>	50 points
Subtotal	<u>220 points</u>
References [top scoring proposer(s) only]	10 points
TOTAL	230 POINTS

AGENCY reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of the AGENCY and the state of Washington.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

The AGENCY may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the AGENCY will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation will determine the apparent successful contractor.

4.4. NOTIFICATION TO PROPOSERS

The AGENCY will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY Director or an employee delegated by the Director who was not involved in the procurement will consider the

record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit C ESSB 6580; An act relating to mitigating the impacts of climate change through the growth management act

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:

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 AGENCY 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. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, 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 Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer 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 Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our proposal.

Signature of Proposer

Title

Date

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
THE STATE OF WASHINGTON
Community, Trade and Economic Development Department
AND**

This Contract is made and entered into by and between the state of Washington, Community, Trade and Economic Development Department, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

(Contractor Name)
(Address)
(City, State Zip)
Phone: _____
Email: _____
Federal ID No.: _____
WA State UBI No.: _____

PURPOSE

The purpose of this contract is to

SCOPE OF WORK

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit.

Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to _____, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from _____ or date of execution, whichever is later, through _____, unless sooner terminated or extended as provided herein.

OFM FILING REQUIREMENT

10-Day Filing - Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM.

Effective Date of Filing – Under the provisions of Chapter 39.29 RCW, this personal service contract is subject to filing with the Office of Financial Management (OFM). The work may proceed the date of filing with OFM or the date of execution, whichever is later.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed _____ Dollars (\$_____) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Expenses: CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$_____, which amount is included in the contract total above. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
Enter Contract Manager's Name	Joyce Phillips, RFP Coordinator
Enter Name of CONTRACTOR	Community, Trade and Economic Development
Enter CONTRACTOR Address	PO Box 42525
Enter City, State & Zip Code	Olympia, WA 98504-2525
Phone : ()	Phone: (360) 725-3045
Fax: ()	Fax: (360) 753-2950
Email address:	Email address: joycep@cted.wa.gov

INSURANCE The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. ____). The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontract, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B - Request for Proposals No. _____
- Exhibit C – Contractor’s Proposal dated _____
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY’S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and _____ attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

Signature

Signature

Title

Date

Title

Date

GENERAL TERMS AND CONDITIONS

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

- A. "Agency" shall mean the Community, Trade and Economic Development Department of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) 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.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT - Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, 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, the Agency 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 the Agency 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 Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, 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.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials 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. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

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 agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in 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 - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the contractor's name, address, and contract number; and
 - Be mailed to the agent and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

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.

LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) 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 or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance 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 the Agency. 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.

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

OVERPAYMENTS AND ASSERTION OF LIEN - In the event that the Agency establishes overpayments or erroneous payments made to the Contractor under this contract, the Agency may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Agency or by doing both.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Agency. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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 Washington State Department of Revenue 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 Agency, 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.

The Contractor shall make available information necessary for Agency to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to Agency and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

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, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice

requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

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.

SITE SECURITY - While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

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 Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, 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 competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (21) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency 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. The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency 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 the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any

amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.
The rights and remedies of the Agency 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 Agent, 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 that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency 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 Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent 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 the Agency has or may acquire an interest.

TREATMENT OF ASSETS -

- A. Title to all property furnished by the Agency shall remain in the Agency. 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 the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency 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 the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency 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. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency 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.

WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE SENATE BILL 6580

Chapter 289, Laws of 2008
(partial veto)

60th Legislature
2008 Regular Session

CLIMATE CHANGE--MITIGATION
EFFECTIVE DATE: 06/12/08

Passed by the Senate March 10, 2008
YEAS 30 NAYS 18

BRAD OWEN

President of the Senate

Passed by the House March 7, 2008
YEAS 58 NAYS 35

FRANK CHOPP

Speaker of the House of Representatives

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 6580** as passed by the Senate and the House of Representatives on the dates hereon set forth.

THOMAS HOEMANN

Secretary

Approved April 1, 2008, 2:39 p.m., with the exception of sections 7, 8, 9 and 10 which are vetoed.

CHRISTINE GREGOIRE

Governor of the State of Washington

FILED

April 2, 2008

Secretary of State State of Washington

ENGROSSED SUBSTITUTE SENATE BILL 6580

AS AMENDED BY THE HOUSE

Passed Legislature - 2008 Regular Session

State of Washington 60th Legislature 2008 Regular Session
By Senate Government Operations & Elections (originally sponsored
by Senators Marr, Weinstein, Pridemore, Kauffman, Keiser,
McAuliffe, Hobbs, Regala, Kline, Kohl-Welles, Fairley, Oemig,
Rockefeller, Prentice, and McDermott)

READ FIRST TIME 02/07/08.

1 AN ACT Relating to mitigating the impacts of climate change through
2 the growth management act; amending RCW 36.70A.280; adding a new
3 section to chapter 36.70A RCW; creating new sections; providing
4 expiration dates; and declaring an emergency.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** (1) The legislature recognizes that the
7 implications of a changed climate will affect the people,
institutions,
8 and economies of Washington. The legislature also recognizes that
it
9 is in the public interest to reduce the state's dependence upon
foreign
10 sources of carbon fuels that do not promote energy independence or
the
11 economic strength of the state. The legislature finds that the
state,
12 including its counties, cities, and residents, must engage in
13 activities that reduce greenhouse gas emissions and dependence
upon
14 foreign oil.
15 (2) The legislature further recognizes that: (a) Patterns of land
16 use development influence transportation-related greenhouse gas
17 emissions and the need for foreign oil; (b) fossil fuel-based
18 transportation is the largest source of greenhouse gas emissions
in

1 Washington; and (c) the state and its residents will not achieve
2 emission reductions established in RCW 80.80.020 without a
3 significant
4 decrease in transportation emissions.

5 (3) The legislature, therefore, finds that it is in the public
6 interest of the state to provide appropriate legal authority, where
7 required, and to aid in the development of policies, practices, and
8 methodologies that may assist counties and cities in addressing
9 challenges associated with greenhouse gas emissions and our state's
10 dependence upon foreign oil.

11 NEW SECTION. **Sec. 2.** A new section is added to chapter 36.70A RCW
12 to read as follows:

13 (1) The department must develop and provide to counties and cities
14 a range of advisory climate change response methodologies, a
15 computer
16 modeling program, and estimates of greenhouse gas emission
17 reductions
18 resulting from specific measures. The advisory methodologies,
19 computer
20 modeling program, and estimates must reflect regional and local
21 variations and the diversity of counties and cities planning under RCW
22 36.70A.040. Advisory methodologies, the computer modeling program,
23 estimates, and guidance developed under this section must be
24 consistent
25 with recommendations developed by the advisory policy committee
26 established in section 4 of this act.

27 (2) The department, in complying with this section, must work with
28 the department of transportation on reductions of vehicle miles
29 traveled through efforts associated with, and independent of, the
30 process directed by RCW 47.01.--- (section 8, chapter . . . (E2SHB
31 2815)), Laws of 2008.

32 (3) The department must complete and make available the advisory
33 climate change response methodologies, computer program, and estimates
34 required by this section by December 1, 2009. The advisory climate
35 change response methodologies, computer program, and estimates must be
36 updated two years before each completion date established in RCW
37 36.70A.130(4) (a).

38 (4) This section expires January 1, 2011.

39 NEW SECTION. **Sec. 3.** (1) A local government global warming
40 mitigation and adaptation program is established. The program must
41 be
42 administered by the department of community, trade, and economic

1 development and must conclude by June 30, 2010. The department
must,
2 through a competitive process, select three or fewer counties and six
3 or fewer cities for the program. Counties selected must reflect a
4 range of opportunities to address climate change in urbanizing,
5 resource, or agricultural areas. Cities selected must reflect a range
6 of sizes, geographic locations, and variations between those that are
7 highly urbanized and those that are less so that have more residential
8 dwellings than employment positions.
9 (2) The program is established to assist the selected counties and
10 cities that: (a) Are addressing climate change through their land
use
11 and transportation planning processes; and (b) aspire to address
12 climate change through their land use and transportation planning
13 processes, but lack necessary resources to do so. The department
of
14 community, trade, and economic development may fund proposals to
15 inventory and mitigate global warming emissions, or adapt to the
16 adverse impacts of global warming, using criteria it develops to
17 accomplish the objectives of this section and sections 2 and 4 of
this
18 act.
19 (3) The department of community, trade, and economic development
20 must provide grants and technical assistance to aid the selected
21 counties and cities in their efforts to anticipate, mitigate, and
adapt
22 to global warming and its associated problems. The department, in
23 providing grants and technical assistance, must ensure that grants and
24 assistance are awarded to counties and cities meeting the criteria
25 established in subsection (2)(a) and (b) of this section.
26 (4) The department of community, trade, and economic development
27 must provide a report of program findings and recommendations to the
28 governor and the appropriate committees of the house of representatives
29 and the senate by January 1, 2011. The report must also consider the
30 positive and negative impacts to affordable housing, employment,
31 transportation costs, and economic development that result from
32 addressing the impacts of climate change at the local level.
33 (5) This section expires January 1, 2011.

34 NEW SECTION. **Sec. 4.** (1)(a) With the use of funds provided by
35 specific appropriation, the department must prepare a report that
36 includes:

1 (i) Descriptions of actions counties and cities are taking to
2 address climate change issues. The department must use readily
3 available information when completing the requirements of this
4 subsection (1)(a)(i);
5 (ii) Recommendations of changes, if any, to chapter 36.70A RCW and
6 other relevant statutes that would enable state and local governments
7 to address climate change issues and the need to reduce dependence
upon
8 foreign oil through land use and transportation planning processes;
9 (iii) Descriptions of existing and potential computer modeling and
10 other analytic and assessment tools that could be used by counties and
11 cities in addressing their proprietary and regulatory activities
to
12 reduce greenhouse gas emissions and/or dependence upon foreign
oil;
13 (iv) Considerations of positive and negative impacts to affordable
14 housing, employment, transportation costs, and economic
development
15 that result from addressing the impacts of climate change at the
local
16 level;
17 (v) Assessments of state and local resources, financial and
18 otherwise, needed to fully implement recommendations resulting from
and
19 associated with (a)(ii) and (iii) of this subsection; and
20 (vi) Recommendations for additional funding to implement the
21 recommendations resulting from (a)(ii) of this subsection.
22 (b) The department must submit the report required by this section
23 to the governor and the appropriate committees of the house of
24 representatives and the senate by December 1, 2008.
25 (2)(a) In preparing the report required by this section, the
26 department must convene an advisory policy committee, with members
as
27 provided in this subsection.
28 (i) The speaker of the house of representatives must appoint one
29 member from each of the two largest caucuses of the house of
30 representatives.
31 (ii) The president of the senate must appoint one member from each
32 of the two largest caucuses of the senate.
33 (iii) Three elected official members representing counties and
five
34 elected official members representing cities. Members appointed under
35 this subsection (2)(a)(iii) must represent each of the jurisdictional
36 areas of growth management hearings boards and must be appointed
by
37 state associations representing counties and cities.

1 (iv) One member representing tribal governments, appointed by the
2 governor.
3 (b) Recommendations produced by the department under this section
4 must be approved by a majority of the voting members of the
5 advisory
6 policy committee.
7 (c) The advisory policy committee must have the following nonvoting
8 ex officio members:
9 (i) One member representing the office of the governor;
10 (ii) One member representing an association of builders;
11 (iii) One member representing an association of real estate
12 professionals;
13 (iv) One member representing an association of local government
14 planners;
15 (v) One member representing an association of agricultural
16 interests;
17 (vi) One member representing a nonprofit entity with experience in
18 growth management and land use planning issues;
19 (vii) One member representing a statewide business association;
20 (viii) One member representing a nonprofit entity with experience
21 in climate change issues;
22 (ix) One member representing a nonprofit entity with experience in
23 mobility and transportation issues;
24 (x) One member representing an association of office and
25 industrial
26 properties;
27 (xi) One member representing an association of architects; and
28 (xii) One member representing an association of commercial
29 forestry
30 interests.
31 (d) (i) The department, in preparing the report and presenting
32 information and recommendations to the advisory policy committee,
33 must
34 convene a technical support team, with members as provided in this
35 subsection.
36 (A) The department of ecology must appoint one member representing
37 the department of ecology.
38 (B) The department must appoint one member representing the
39 department.
40 (C) The department of transportation must appoint one member
41 representing the department of transportation.

1 (ii) The department, in complying with this subsection (2)(d), must
2 consult with the professional staffs of counties and cities or
3 their
4 state associations, and regional transportation planning organizations
5 and must solicit assistance from these staffs in developing materials
6 and options for consideration by the advisory policy committee.
7 (3) Nominations for organizations represented in subsection (2) of
8 this section must be submitted to the department by April 15, 2008.
9 (4) For purposes of this section, "department" means the department
10 of community, trade, and economic development.
11 (5) This section expires December 31, 2008.

11 **Sec. 5.** RCW 36.70A.280 and 2003 c 332 s 2 are each amended to read
12 as follows:

13 (1) A growth management hearings board shall hear and determine
14 only those petitions alleging either:

15 (a) That, except as provided otherwise by this subsection, a state
16 agency, county, or city planning under this chapter is not in
17 compliance with the requirements of this chapter, chapter 90.58 RCW
18 as

19 it relates to the adoption of shoreline master programs or amendments
20 thereto, or chapter 43.21C RCW as it relates to plans, development
21 regulations, or amendments, adopted under RCW 36.70A.040 or
22 chapter

23 90.58 RCW. Nothing in this subsection authorizes a board to hear
24 petitions alleging noncompliance with section 3 of this act; or

25 (b) That the twenty-year growth management planning population
26 projections adopted by the office of financial management pursuant
27 to
28 RCW 43.62.035 should be adjusted.

29 (2) A petition may be filed only by: (a) The state, or a county or
30 city that plans under this chapter; (b) a person who has participated
31 orally or in writing before the county or city regarding the matter
32 on

33 which a review is being requested; (c) a person who is certified by
34 the
35 governor within sixty days of filing the request with the board; or
36 (d)

37 a person qualified pursuant to RCW 34.05.530.

38 (3) For purposes of this section "person" means any individual,
39 partnership, corporation, association, state agency, governmental
40 subdivision or unit thereof, or public or private organization or
41 entity of any character.

42 (4) To establish participation standing under subsection (2)(b) of

1 this section, a person must show that his or her participation before
2 the county or city was reasonably related to the person's issue as
3 presented to the board.

4 (5) When considering a possible adjustment to a growth management
5 planning population projection prepared by the office of financial
6 management, a board shall consider the implications of any such
7 adjustment to the population forecast for the entire state.

8 The rationale for any adjustment that is adopted by a board must be
9 documented and filed with the office of financial management within
10 ten
11 working days after adoption.

12 If adjusted by a board, a county growth management planning
13 population projection shall only be used for the planning purposes set
14 forth in this chapter and shall be known as a "board adjusted
15 population projection". None of these changes shall affect the
16 official state and county population forecasts prepared by the office
17 of financial management, which shall continue to be used for state
18 budget and planning purposes.

18 NEW SECTION. **Sec. 6.** This act is not intended to amend or affect
19 chapter 353, Laws of 2007.

20 ****NEW SECTION. Sec. 7. This act is necessary for the immediate
21 preservation of the public peace, health, or safety, or support of the
22 state government and its existing public institutions, and takes
23 effect
24 immediately.***

****Sec. 7 was vetoed. See message at end of chapter.***

24 ****NEW SECTION. Sec. 8. If specific funding for the purposes of
25 section 2 of this act, referencing section 2 of this act by bill
26 or
27 chapter number and section number, is not provided by June 30, 2008,
28 in
29 the omnibus appropriations act, section 2 of this act is null and
30 void. *Sec. 8 was vetoed. See message at end of chapter.***

28 ****NEW SECTION. Sec. 9. If specific funding for the purposes of
29 section 3 of this act, referencing section 3 of this act by bill
30 or
31 chapter number and section number, is not provided by June 30, 2008,
32 in
33 the omnibus appropriations act, section 3 of this act is null and
34 void. *Sec. 9 was vetoed. See message at end of chapter.***

32 ****NEW SECTION. Sec. 10. If specific funding for the purposes of***

1 ***this act, referencing this act by bill or chapter number, is not***
2 ***provided by June 30, 2008, in the omnibus appropriations act, this***
3 ***act***

3 ***is null and void.***

****Sec. 10 was vetoed. See message at end of chapter.***

Passed by the Senate March 10, 2008.

Passed by the House March 7, 2008.

Approved by the Governor April 1, 2008, with the exception of
certain items that were vetoed.

Filed in Office of Secretary of State April 2, 2008.

Note: Governor's explanation of partial veto is as follows:

"I am returning, without my approval as to Sections 7, 8, 9 and 10,
Engrossed Substitute Senate Bill 6580 entitled:
"AN ACT Relating to mitigating the impacts of climate change through the
growth management act."

Section 2 requires the Department of Community, Trade and Economic
Development to develop advisory methods for how counties and cities can
evaluate and respond to climate change. In my view, this section of the bill
does not create a new mandate for local governments, and does not provide
grounds for new litigation under the Growth Management Act. The section
appropriately recognizes the differences between our urban and rural settings,
and requires the Department to follow the recommendations of the policy
committee created in Section 4 of the bill. The bill directs the committee,
which will include legislators, county and city officials, tribes, state
agencies, business, agriculture, forestry, land use and other interests, to
develop recommendations for whether and how climate change could be addressed
in the GMA. Any further action on this topic is subject to future decisions by
the Legislature. In addition, Section 6 of the bill ensures that the ongoing
Ruckelshaus Center process related to agriculture and land use is not
affected.

Section 3 establishes a voluntary pilot global warming mitigation and
adaptation program for up to three counties and up to six cities.
The Department is required to provide grants and technical assistance to local
governments who are addressing climate change through their land use plans.
Only partial funding was provided for the pilot program -- enough for the
Department to provide limited technical assistance, but not enough to provide
state grant funds to the pilot jurisdictions. I ask the Department to
encourage local jurisdictions that have their own resources to begin, on a
voluntary basis, to address the role of land use and transportation planning
in
mitigating climate change. However, given the state's budget
forecast, I strongly believe that additional state funding for the pilots will
not be available next biennium.

Section 7 is an emergency clause to allow the bill to take effect
immediately. An emergency clause is to be used where it is necessary
for the immediate preservation of the public peace, health or safety
or whenever it is essential for the support of state government. The
clause would allow the Department to promptly convene a committee and
begin work on a report due later this year. However, there was no
supplemental funding provided to implement the bill in fiscal year
2008. As a result, the emergency clause is not needed.

Section 8 would declare this act null and void if funding were not
provided specifically for Section 2 of the bill (advisory methods) in

the omnibus appropriations act. Section 9 would declare this act

ESSB 6580.SL

p. 8

null and void if funding were not provided specifically for Section 3 of the bill (pilot program) in the omnibus appropriations act. Section 10 of the bill would declare this act null and void if funding were not provided specifically for this measure in the omnibus appropriations act. Funding for this bill, including Sections 2 and 3, was included in the omnibus appropriations act. As a result, the null and void clauses are not needed.

For these reasons, I have vetoed Sections 7, 8, 9 and 10 of Engrossed Substitute Senate Bill 6580.

With the exception of Sections 7, 8, 9 and 10, Engrossed Substitute Senate Bill 6580 is approved."

