

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5802

Chapter 6, Laws of 2013

63rd Legislature
2013 Regular Session

GREENHOUSE GAS EMISSIONS--TARGETS

EFFECTIVE DATE: 04/02/2013

Passed by the Senate March 13, 2013
YEAS 37 NAYS 12

BRAD OWEN

President of the Senate

Passed by the House March 25, 2013
YEAS 61 NAYS 32

FRANK CHOPP

Speaker of the House of Representatives

Approved April 2, 2013, 1:44 P.M.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE SENATE BILL 5802** as passed by the Senate and the House of Representatives on the dates hereon set forth.

HUNTER G. GOODMAN

Secretary

FILED

April 2, 2013

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5802

Passed Legislature - 2013 Regular Session

State of Washington

63rd Legislature

2013 Regular Session

By Senate Ways & Means (originally sponsored by Senators Ranker, Litzow, Frockt, Cleveland, Billig, Kohl-Welles, Murray, and McAuliffe; by request of Governor Inslee)

READ FIRST TIME 03/01/13.

1 AN ACT Relating to developing recommendations to achieve the
2 state's greenhouse gas emissions targets; creating new sections; and
3 declaring an emergency.

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

5 NEW SECTION. **Sec. 1.** (1) The office of financial management shall
6 contract with an independent and objective consultant or consultants,
7 as selected by the climate legislative and executive work group created
8 in section 2 of this act, to prepare a credible evaluation of
9 approaches to reducing greenhouse gas emissions, as outlined in this
10 section.

11 (2) The evaluation must be provided to the governor by October 15,
12 2013, for use by the climate legislative and executive work group
13 created in section 2 of this act, and prior to that date the
14 independent and objective consultant or consultants selected under
15 subsection (1) of this section may provide selective analyses, drafts,
16 or portions of the report to the work group.

17 (3) The evaluation must include a review of comprehensive
18 greenhouse gas emission reduction programs being implemented in other
19 states and countries, including a review of reduction strategies being

1 implemented in the Pacific Northwest, on the west coast, in neighboring
2 provinces in Canada, and in other regions of the country. For each
3 program, the evaluation must include available information about:

4 (a) The effectiveness in achieving the jurisdiction's emission
5 reduction objectives, including the cost per ton of emission reduction;

6 (b) The relative impact upon different sectors of the
7 jurisdiction's economy, including power rates, agriculture,
8 manufacturing, and transportation fuel costs;

9 (c) The impacts upon household consumption and spending, including
10 fuel, food, and housing costs, and program measures to mitigate impacts
11 to low-income populations;

12 (d) Displacement of emission sources from the jurisdiction due to
13 the program;

14 (e) Any significant cobenefits to the jurisdiction, such as
15 reduction of potential adverse effects to public health, from
16 implementing the program;

17 (f) Opportunities for new manufacturing infrastructure, investments
18 in cleaner energy, and greater energy efficiency and jobs;

19 (g) Achievements in greater independence from fossil fuels and the
20 costs and benefits to their economy of doing so; and

21 (h) The most effective strategy and the trade-offs made to
22 implement that strategy.

23 (4) The evaluation must analyze:

24 (a) Washington's emissions and related energy consumption profile,
25 including:

26 (i) Total expenditures for energy by fuel category; and

27 (ii) The sources of the fuels, including imports of oil and other
28 fossil fuels;

29 (b) Options for an approach to emissions reduction that would
30 increase expenditures upon energy sources produced in state relative to
31 expenditures upon imported energy sources, and how that increase would
32 affect job growth and economic performance;

33 (c) Opportunities for new manufacturing infrastructure and other
34 job producing investments in Washington relating to cleaner energy and
35 greater energy efficiency;

36 (d) Existing studies of the potential costs to Washington consumers
37 and businesses of greenhouse gas emissions reduction programs or
38 strategies being implemented in other jurisdictions;

1 (e) Washington state policies to stabilize or reduce greenhouse gas
2 emissions that will contribute to meeting the greenhouse gas emissions
3 targets, including:

4 (i) Renewable fuels standard;

5 (ii) Energy codes adopted by the state building code council;

6 (iii) Emission performance standards;

7 (iv) Appliance standards;

8 (v) The energy independence act;

9 (vi) Energy efficiency and energy consumption requirement programs
10 for public buildings;

11 (vii) Conversion of public vehicles to clean fuels; and

12 (viii) Public purchasing requirements of vehicles that use clean
13 fuels; and

14 (f) The overall effect on global greenhouse gas levels if
15 Washington meets its greenhouse gas emissions targets.

16 (5) The evaluation must also examine and summarize federal policies
17 that will contribute to meeting the state greenhouse emissions targets,
18 including:

19 (a) Renewable fuel standards;

20 (b) Tax incentives for renewable energy;

21 (c) Tailpipe emissions standards for vehicles;

22 (d) Corporate average fuel economy standards for cars and light
23 trucks; and

24 (e) Clean air act requirements for emissions from stationary
25 sources and fossil-fueled electric generating units.

26 NEW SECTION. **Sec. 2.** (1)(a) The climate legislative and executive
27 work group is created. The work group consists of five members and
28 includes:

29 (i) The governor, or the governor's designee, who shall be a
30 nonvoting member;

31 (ii) One member and an alternate from each major caucus of the
32 house of representatives, appointed by the speaker of the house of
33 representatives; and

34 (iii) One member and an alternate from each major caucus of the
35 senate, appointed by the president of the senate.

36 (b) An alternate may serve as a member at a work group meeting only
37 when a member from that caucus is unable to attend the meeting.

1 (2) The governor or the governor's designee is the chair of the
2 work group.

3 (3) As required under section 1(1) of this act, the work group must
4 select the consultant or consultants to be retained by the office of
5 financial management. The consultant or consultants must demonstrate
6 that they can perform nonpartisan, objective, and independent work.
7 The work group may not select a consultant or consultants whose
8 employer has retained a lobbyist in Washington state during the
9 immediately preceding five years. Nor may the work group select a
10 consultant or consultants whose employer or who has personally
11 contributed to the campaign of a statewide elected official,
12 legislative candidate, or any other political committee in the previous
13 four years. No less than four of the work group's five members must
14 support the retention of a consultant or consultants.

15 (4) The purpose of the work group is to recommend a state program
16 of actions and policies to reduce greenhouse gas emissions, that if
17 implemented would ensure achievement of the state's emissions targets
18 in RCW 70.235.020. The recommendations must be prioritized to ensure
19 the greatest amount of environmental benefit for each dollar spent and
20 based on measures of environmental effectiveness, including
21 consideration of current best science, the effectiveness of the program
22 and policies in terms of costs, benefits, and results, and how best to
23 administer the program and policies. The work group recommendations
24 must include a timeline for actions and funding needed to implement the
25 recommendations. In order for a recommendation to be included in the
26 report, it must be supported by a majority of the work group's voting
27 members. Minority reports or comments must be included in the report.

28 (5) The members and alternates of the work group must be appointed
29 by May 1, 2013. The work group may meet up to twice per month and must
30 hold its first meeting by May 15, 2013.

31 (6) The work group shall use the evaluation required under section
32 1 of this act to inform the work group regarding experiences in other
33 jurisdictions and may call on the author of the evaluation to respond
34 to questions. All state agencies shall also cooperate with the work
35 group in providing information regarding previous and current climate
36 action reports and analyses.

37 (7) The work group shall schedule one or more meetings or portions

1 of meetings at which the views of the public may be provided to the
2 work group.

3 (8) The report of the work group must be provided to the
4 appropriate policy and fiscal committees of the senate and house of
5 representatives by December 31, 2013.

6 NEW_SECTION. **Sec. 3.** Nothing in this act may be construed to
7 enhance or diminish any existing authority regarding greenhouse gas
8 emissions.

9 NEW_SECTION. **Sec. 4.** This act is necessary for the immediate
10 preservation of the public peace, health, or safety, or support of the
11 state government and its existing public institutions, and takes effect
12 immediately.

Passed by the Senate March 13, 2013.

Passed by the House March 25, 2013.

Approved by the Governor April 2, 2013.

Filed in Office of Secretary of State April 2, 2013.

Chapter 70.235 RCW LIMITING GREENHOUSE GAS EMISSIONS

70.235.005 Findings — Intent.

(1) The legislature finds that Washington has long been a national and international leader on energy conservation and environmental stewardship, including air quality protection, renewable energy development and generation, emission standards for fossil-fuel based energy generation, energy efficiency programs, natural resource conservation, vehicle emission standards, and the use of biofuels. Washington is also unique among most states in that in addition to its commitment to reduce emissions of greenhouse gases, it has established goals to grow the clean energy sector and reduce the state's expenditures on imported fuels.

(2) The legislature further finds that Washington should continue its leadership on climate change policy by creating accountability for achieving the emission reductions established in RCW [70.235.020](#), participating in the design of a regional multisector market-based system to help achieve those emission reductions, assessing other market strategies to reduce emissions of greenhouse gases, and ensuring the state has a well trained workforce for our clean energy future.

(3) It is the intent of the legislature that the state will: (a) Limit and reduce emissions of greenhouse gas consistent with the emission reductions established in RCW [70.235.020](#); (b) minimize the potential to export pollution, jobs, and economic opportunities; and (c) reduce emissions at the lowest cost to Washington's economy, consumers, and businesses.

(4) In the event the state elects to participate in a regional multisector market-based system, it is the intent of the legislature that the system will become effective by January 1, 2012, after authority is provided to the department for its implementation. By acting now, Washington businesses and citizens will have adequate time and opportunities to be well positioned to take advantage of the low-carbon economy and to make necessary investments in low-carbon technology.

(5) It is also the intent of the legislature that the regional multisector market-based system recognize Washington's unique emissions portfolio, including the state's hydroelectric system, the opportunities presented by Washington's abundant forest resources and agriculture land, and the state's leadership in energy efficiency and the actions it has already taken that have reduced its generation of greenhouse gas emissions and that entities receive appropriate credit for early actions to reduce greenhouse gases.

(6) If any revenues that accrue to the state are created by a market system, they must be used to further the state's efforts to achieve the goals established in RCW [70.235.020](#), address the impacts of global warming on affected habitats, species, and communities, and increase investment in the clean energy economy particularly for communities and workers that have suffered from heavy job losses and chronic unemployment and underemployment.

[2008 c 14 § 1.]

70.235.010 Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

- (1) "Carbon dioxide equivalents" means a metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.
- (2) "Climate advisory team" means the stakeholder group formed in response to executive order 07-02.
- (3) "Climate impacts group" means the University of Washington's climate impacts group.
- (4) "Department" means the department of ecology.
- (5) "Director" means the director of the department.
- (6) "Greenhouse gas" and "greenhouse gases" includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and any other gas or gases designated by the department by rule.
- (7) "Person" means an individual, partnership, franchise holder, association, corporation, a state, a city, a county, or any subdivision or instrumentality of the state.
- (8) "Program" means the department's climate change program.
- (9) "Western climate initiative" means the collaboration of states, Canadian provinces, Mexican states, and tribes to design a multisector market-based mechanism as directed under the western regional climate action initiative signed by the governor on February 22, 2007.

[2010 c 146 § 1; 2008 c 14 § 2.]

70.235.020 Greenhouse gas emissions reductions — Reporting requirements.

(1)(a) The state shall limit emissions of greenhouse gases to achieve the following emission reductions for Washington state:

- (i) By 2020, reduce overall emissions of greenhouse gases in the state to 1990 levels;
- (ii) By 2035, reduce overall emissions of greenhouse gases in the state to twenty-five percent below 1990 levels;
- (iii) By 2050, the state will do its part to reach global climate stabilization levels by reducing overall emissions to fifty percent below 1990 levels, or seventy percent below the state's

expected emissions that year.

(b) By December 1, 2008, the department shall submit a greenhouse gas reduction plan for review and approval to the legislature, describing those actions necessary to achieve the emission reductions in (a) of this subsection by using existing statutory authority and any additional authority granted by the legislature. Actions taken using existing statutory authority may proceed prior to approval of the greenhouse gas reduction plan.

(c) Except where explicitly stated otherwise, nothing in chapter 14, Laws of 2008 limits any state agency authorities as they existed prior to June 12, 2008.

(d) Consistent with this directive, the department shall take the following actions:

(i) Develop and implement a system for monitoring and reporting emissions of greenhouse gases as required under RCW [70.94.151](#); and

(ii) Track progress toward meeting the emission reductions established in this subsection, including the results from policies currently in effect that have been previously adopted by the state and policies adopted in the future, and report on that progress.

(2) By December 31st of each even-numbered year beginning in 2010, the department and the *department of community, trade, and economic development shall report to the governor and the appropriate committees of the senate and house of representatives the total emissions of greenhouse gases for the preceding two years, and totals in each major source sector. The department shall ensure the reporting rules adopted under RCW [70.94.151](#) allow it to develop a comprehensive inventory of emissions of greenhouse gases from all significant sectors of the Washington economy.

(3) Except for purposes of reporting, emissions of carbon dioxide from industrial combustion of biomass in the form of fuel wood, wood waste, wood by-products, and wood residuals shall not be considered a greenhouse gas as long as the region's silvicultural sequestration capacity is maintained or increased.

[2008 c 14 § 3.]

Notes:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

70.235.030 Development of a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas — Information required to be submitted to the legislature.

(1)(a) The director shall develop, in coordination with the western climate initiative, a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas consistent with the emission reductions established in RCW [70.235.020](#)(1).

(b) By December 1, 2008, the director and the director of the *department of community, trade, and economic development shall deliver to the legislature specific recommendations for approval and request for authority to implement the preferred design of a regional multisector market-based system in (a) of this subsection. These recommendations must include:

(i) Proposed legislation, necessary funding, and the schedule necessary to implement the preferred design by January 1, 2012;

(ii) Any changes determined necessary to the reporting requirements established under RCW [70.94.151](#); and

(iii) Actions that the state should take to prevent manipulation of the multisector market-based system designed under this section.

(2) In developing the design for the regional multisector market-based system under subsection (1) of this section, the department shall consult with the affected state agencies, and provide opportunity for public review and comment.

(3) In addition to the information required under subsection (1)(b) of this section, the director and the director of the *department of community, trade, and economic development shall submit the following to the legislature by December 1, 2008:

(a) Information on progress to date in achieving the requirements of chapter 14, Laws of 2008;

(b) The final recommendations of the climate advisory team, including recommended most promising actions to reduce emissions of greenhouse gases or otherwise respond to climate change. These recommendations must include strategies to reduce the quantity of emissions of greenhouse gases per distance traveled in the transportation sector;

(c) A request for additional resources and statutory authority needed to limit and reduce emissions of greenhouse gas consistent with chapter 14, Laws of 2008 including implementation of the most promising recommendations of the climate advisory team;

(d) Recommendations on how projects funded by the green energy incentive account in RCW [43.325.040](#) may be used to expand the electrical transmission infrastructure into urban and rural areas of the state for purposes of allowing the recharging of plug-in hybrid electric vehicles;

(e) Recommendations on how local governments could participate in the multisector market-based system designed under subsection (1) of this section;

(f) Recommendations regarding the circumstances under which generation of electricity or

alternative fuel from landfill gas and gas from anaerobic digesters may receive an offset or credit in the regional multisector market-based system or other strategies developed by the department; and

(g) Recommendations developed in consultation with the department of natural resources and the department of agriculture with the climate advisory team, the college of forest resources at the University of Washington, and the Washington State University, and a nonprofit consortium involved in research on renewable industrial materials, regarding how forestry and agricultural lands and practices may participate voluntarily as an offset or other credit program in the regional multisector market-based system. The recommendations must ensure that the baseline for this offset or credit program does not disadvantage this state in relation to another state or states. These recommendations shall address:

(i) Commercial and other working forests, including accounting for site-class specific forest management practices;

(ii) Agricultural and forest products, including accounting for substitution of wood for fossil intensive substitutes;

(iii) Agricultural land and practices;

(iv) Forest and agricultural lands set aside or managed for conservation as of, or after, June 12, 2008; and

(v) Reforestation and afforestation projects.

[2008 c 14 § 4.]

Notes:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

70.235.040 Consultation with climate impacts group at the University of Washington — Report to the legislature.

Within eighteen months of the next and each successive global or national assessment of climate change science, the department shall consult with the climate impacts group at the University of Washington regarding the science on human-caused climate change and provide a report to the legislature summarizing that science and make recommendations regarding whether the greenhouse gas emissions reductions required under RCW [70.235.020](#) need to be updated.

[2008 c 14 § 7.]

70.235.050 Greenhouse gas emission limits for state agencies — Timeline — Reports — Strategy — Point of accountability employee for energy and climate change initiatives.

(1) All state agencies shall meet the statewide greenhouse gas emission limits established in RCW [70.235.020](#) to achieve the following, using the estimates and strategy established in subsections (2) and (3) of this section:

(a) By July 1, 2020, reduce emissions by fifteen percent from 2005 emission levels;

(b) By 2035, reduce emissions to thirty-six percent below 2005 levels; and

(c) By 2050, reduce emissions to the greater reduction of fifty-seven and one-half percent below 2005 levels, or seventy percent below the expected state government emissions that year.

(2)(a) By June 30, 2010, all state agencies shall report estimates of emissions for 2005 to the department, including 2009 levels of emissions, and projected emissions through 2035.

(b) State agencies required to report under RCW [70.94.151](#) must estimate emissions from methodologies recommended by the department and must be based on actual operation of those agencies. Agencies not required to report under RCW [70.94.151](#) shall derive emissions estimates using an emissions calculator provided by the department.

(3) By June 30, 2011, each state agency shall submit to the department a strategy to meet the requirements in subsection (1) of this section. The strategy must address employee travel activities, teleconferencing alternatives, and include existing and proposed actions, a timeline for reductions, and recommendations for budgetary and other incentives to reduce emissions, especially from employee business travel.

(4) By October 1st of each even-numbered year beginning in 2012, each state agency shall report to the department the actions taken to meet the emission reduction targets under the strategy for the preceding fiscal biennium. The department may authorize the *department of general administration to report on behalf of any state agency having fewer than five hundred full-time equivalent employees at any time during the reporting period. The department shall cooperate with the *department of general administration and the **department of community, trade, and economic development to develop consolidated reporting methodologies that incorporate emission reduction actions taken across all or substantially all state agencies.

(5) All state agencies shall cooperate in providing information to the department, the *department of general administration, and the **department of community, trade, and economic development for the purposes of this section.

(6) The governor shall designate a person as the single point of accountability for all energy and climate change initiatives within state agencies. This position must be funded from current full-time equivalent allocations without increasing budgets or staffing levels. If duties must be shifted within an agency, they must be shifted among current full-time equivalent allocations. All

agencies, councils, or work groups with energy or climate change initiatives shall coordinate with this designee.

[2009 c 519 § 2.]

Notes:

Reviser's note: *(1) The "department of general administration" was renamed the "department of enterprise services" by 2011 1st sp.s. c 43 § 107.

***(2) The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

Findings -- 2009 c 519: See RCW [43.21M.900](#).

70.235.060 Emissions calculator for estimating aggregate emissions — Reports.

(1) The department shall develop an emissions calculator to assist state agencies in estimating aggregate emissions as well as in estimating the relative emissions from different ways in carrying out activities.

(2) The department may use data such as totals of building space occupied, energy purchases and generation, motor vehicle fuel purchases and total mileage driven, and other reasonable sources of data to make these estimates. The estimates may be derived from a single methodology using these or other factors, except that for the top ten state agencies in occupied building space and vehicle miles driven, the estimates must be based upon the actual and projected operations of those agencies. The estimates may be adjusted, and reasonable estimates derived, when agencies have been created since 1990 or functions reorganized among state agencies since 1990. The estimates may incorporate projected emissions reductions that also affect state agencies under the program authorized in RCW [70.235.020](#) and other existing policies that will result in emissions reductions.

(3) By December 31st of each even-numbered year beginning in 2010, the department shall report to the governor and to the appropriate committees of the senate and house of representatives the total state agencies' emissions of greenhouse gases for 2005 and the preceding two years and actions taken to meet the emissions reduction targets.

[2009 c 519 § 5.]

Notes:

Findings -- 2009 c 519: See RCW [43.21M.900](#).

70.235.070 Distribution of funds for infrastructure and capital development projects — Prerequisites.

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

(1) The state's limits on the emissions of greenhouse gases established in RCW [70.235.020](#);

(2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW [47.01.440](#), except that the agency shall consider whether project locations in rural counties, as defined in RCW [43.160.020](#), will maximize the reduction of vehicle miles traveled; and

(3) Applicable federal emissions reduction requirements.

[2009 c 519 § 9.]

Notes:

Findings -- 2009 c 519: See RCW [43.21M.900](#).

70.235.900 Scope of chapter 14, Laws of 2008.

Except where explicitly stated otherwise, nothing in chapter 14, Laws of 2008 alters or limits any authorities of the department as they existed prior to June 12, 2008.

[2008 c 14 § 11.]

70.235.901 Severability — 2008 c 14.

If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

[2008 c 14 § 12.]

Climate Legislative and Executive Workgroup – Proposed Budget

Proposed Appropriation

	Current Proposed Appropriation		Request for Revised Appropriation	
	FY 2013	FY 2014	FY 2013	FY 2014
Governor's Office	\$75,000	\$202,500	\$39,000	\$238,500
OFM	\$175,000	\$175,000	\$50,000	\$300,000
Total	\$250,000	\$377,500	\$89,000	\$538,500
	\$627,500		\$627,500	

Proposed Spending Plan

Consultant	\$350,000
Project Management/Process Facilitation	\$100,000
Science Review	\$50,000
CLEW Meetings	\$20,000
Agency Support/Final Report	\$107,500

**STATE OF WASHINGTON
Office of Financial Management
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
RFP NO. OFM 13-200**

PROJECT TITLE: Evaluation of Approaches to Reduce Greenhouse Gas Emissions in Washington State.

PROPOSAL DUE DATE: May 22, 2013, 3:30 pm, Pacific Daylight Time, Olympia, WA, USA

EXPECTED TIME PERIOD FOR CONTRACT: June 15, 2013 – February 28, 2014

BIDDER ELIGIBILITY: This procurement is open to those consultants who 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 Bidders**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Office of Financial Management, hereafter called “Agency”, is initiating this Request for Proposals (RFP), from firms interested in participating on a project to evaluate approaches to reduce greenhouse gas (GHG) emissions and achieve the state’s limits set in statute (RCW 70.235.020). The project is required under Engrossed Second Substitute Senate Bill 5802, Chapter 6, Laws of 2013.

In 2008, recognizing these threats to the state, the Washington State legislature enacted E2SSHB 2815, an Act creating a framework for reducing greenhouse gas emissions in Washington. The legislation sets statewide GHG reductions limits to:

- 1990 levels by 2020.
- 25 percent below 1990 levels in 2035.
- 50 percent below 1990 levels by 2015 or 70 percent below the State's expected emissions that year.

The Legislature has also enacted a range of policies that seek to track and reduce the GHG emissions in Washington.

While substantial progress has been made, recent analysis demonstrates that the state will likely not meet its 2020 emissions limits. Governor Inslee introduced SB 5802 calling for an open discussion with the legislature on what tools the state should use to achieve the GHG limits set in state law. On April 2, 2013 the Governor signed E2SSB 5802 (the Act) into law.

The Act requires the Office of Financial Management (OFM) to contract with an independent and objective consultant or consultants to prepare a credible evaluation of approaches to reducing greenhouse gas emissions. The evaluation will be used by the Climate Legislative and Executive Workgroup (Workgroup) created in the legislation and consisting of the Governor and four members of the legislature. The purpose of the Workgroup is to recommend a state program of actions and policies to reduce GHG emissions, that if implemented would ensure achievement of the state's emission limit. The recommendations must include consideration of current best science, the effectiveness of the program and policies in terms of costs, benefits, and results, and how best to administer the program and policies. The Workgroup report is due December 31, 2013.

1.2 OBJECTIVE AND SCOPE OF WORK

OFM is seeking a consultant or consultants to prepare an evaluation of approaches to reducing greenhouse gas emissions. The evaluation must evaluate greenhouse gas emission reduction programs adopted in other states and countries, including reduction strategies being implemented in the Pacific Northwest, on the west coast, in neighboring provinces in Canada, and other regions of the country. The evaluation must also analyze Washington State's GHG emissions and related energy consumption profile; and examine and summarize state and federal policies. The consultant or consultants will provide technical assistance to the Workgroup in evaluating draft

recommendations, as needed. The evaluation report is due October 15, 2013. However, prior to that date, the consultant or consultants will need to provide selective analyses, drafts, or portions of the report to the Workgroup.

The evaluation must include the following:

1. Analyses of Washington State Greenhouse Gas Emissions and Related Energy Consumption
 - a. Analysis of Washington State's total expenditures for energy by fuel category and sources of the fuels, including imports of oil and other fossil fuels.
 - b. Evaluation of the State's existing greenhouse gas emissions reduction policies that will contribute to meeting the greenhouse emissions limits, including:
 - Renewable fuel standards,
 - Energy code,
 - Emission performance standards,
 - Appliance standards,
 - Energy Independence Act,
 - Energy efficiency in buildings,
 - Conversion of public fleet to clean fuels, and
 - Purchasing of clean cars.
 - c. Analysis of the overall effect of global GHG levels if Washington State achieves its limits.
2. Evaluation of Comprehensive Greenhouse Gas Emissions Reduction Programs in other states and countries
 - a. Identification and summary of comprehensive greenhouse gas emission reduction programs in the Pacific Northwest, on the West Coast, in neighboring provinces in Canada, in other states and regions of the U.S. and in other countries.
 - b. Evaluation of the programs (using existing information) based on:
 - The effectiveness of the jurisdiction in achieving its emission reduction goals, including cost per ton of emission reduction;
 - The relative impact on the economy, including power rates, agriculture, manufacturing, and transportation fuel costs;
 - The effect on household consumption and spending, including measures to mitigate for low-income populations;
 - Displacement of emission sources due to the program;
 - Significant co-benefits, such as to public health;
 - Opportunities for new manufacturing infrastructure, investments in cleaner energy and energy efficiency, and jobs including in-state opportunities;
 - Achievements in greater independence from fossil fuels and the economic costs and benefits; and
 - The most effective implemented strategy and the trade-offs made.

- c. Evaluation of existing studies of the potential costs to Washington consumers and businesses of GHG emissions reduction programs or strategies being implemented in other jurisdictions.
- d. Analysis of options for an approach to reduce emissions that would increase spending on in-state energy production relative to expenditures on imported energy sources, and effects to job growth and economic performance.
- e. Evaluation of opportunities for new manufacturing infrastructure and other job producing investments in Washington relating to cleaner energy and greater energy efficiency.
- f. Preparation of materials documenting the evaluation, in tabular and text format, sources of information (including links to resources), methodology, and data used.

3. Evaluation of Federal Policies

- a. Examination and summary of federal policies that will contribute to meeting the state greenhouse gas emissions targets, including:
 - Renewable fuel standards;
 - Tax incentives for renewable energy;
 - Tailpipe emissions standards for vehicles;
 - Corporate average fuel economy standards for cars and light trucks; and
 - Clean Air Act requirements for emissions from stationary sources and fossil-fueled electric generating units.
- b. Quantification of the contribution to the state's GHG emissions reduction from the federal policies.

The evaluation must be compiled in a report, due October 15, 2013. The report should be written for a policy maker audience and be understandable to both those with extensive experience in greenhouse gas emissions, climate change and energy, and those with limited experience. The report should identify the sources of information and the methodologies used to conduct the analyses. The report must be available electronically and in hard copy.

In addition, the consultant or consultants will perform technical analyses relating to the costs, benefits, and results associated with draft recommendations developed by the Workgroup and provide information on how best to administer the draft program and policies. The consultant or consultants will also assist in preparing materials for the Workgroup's final report and presenting results of the evaluation and analyses of the recommendations to the Washington State Legislature.

The project requires holding public meetings to solicit input. The consultant or consultants will be required to develop informative materials and presentations for nontechnical audiences.

1.3 MINIMUM QUALIFICATIONS

The consultant or consultants must be licensed to do business in the state of Washington. The consultant or consultants must be impartial and must demonstrate that they can perform nonpartisan objective, and independent work. A proposal will not be considered if:

The consultant's employer (see definition below) has retained a lobbyist in Washington state during the immediately preceding five years; or

The consultant's employer or the consultant's principle team members have personally contributed to the campaign of a Washington State statewide elected official, legislative candidate, or any other political committee in the last four years.

We are working under tight legislative requirements and timeline. The consultant or consultants must demonstrate that they are suited to the proposed project and able to "hit the ground running." The consultant or consultants must have at the minimum:

Extensive experience leading complex projects within short timelines with successful and productive outcomes;

Ability to perform highly technical analyses, yet present the results in an easy to understand format;

Working knowledge of climate and energy policies and programs in the United States and/or other nations;

Expertise in program design, tracking, and evaluation/assessment of policy options; and

Experience writing technical reports for policymakers and the public.

Any bidder deemed by OFM not to have met all of these minimum requirements shall be considered non-responsive and their proposal will not be evaluated.

The final consultant or consultants will be selected by the Climate Legislative and Executive Workgroup. Four of the five members of the workgroup must support the retention of the consultant or consultants.

1.4 FUNDING

The overall budget for this project shall not exceed **\$350,000**.

Any contract(s) 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(s) resulting from this RFP is tentatively scheduled to begin on or about **June 15, 2013** and to end on **February 28, 2014**. The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency. The Washington Office of Financial Management is the agency of the state of Washington that is issuing this RFP.

Bidder. Individual, company, or firm submitting a proposal in order to attain a contract with the AGENCY.

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

Employer. The firm, company or institution that employs the consultant or principle members of the consultant's team.

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

Request for Proposals (RFP). Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

1.7 ADA

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

2 GENERAL INFORMATION FOR BIDDERS

2.1 RFP COORDINATOR

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

Name	Bonnie Lindstrom
Mailing Address	PO Box 43113, Olympia, WA 98504-3113
Street Address	302 Sid Snyder Ave. S.W., Third Floor, Olympia, WA 98504
Phone Number	360/902-0568
Fax Number	360/902-2832
E-Mail Address	Bonnie.lindstrom@ofm.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Bidders 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 Bidder.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

OFM issues Request for Proposals	May 2, 2013
Bidders may submit written questions until 3:30 Pacific Time	May 8, 2013
OFM will issue responses	May 10, 2013
Complaints due	May 15, 2013
Proposals due by 3:30 p.m. Pacific Time	May 22, 2013
OFM evaluation of Proposals	May 23, 2013
Climate Legislative and Executive Workgroup conducts oral interviews with finalists, if required.	May 24, 2013
OFM announces "Apparent Successful Bidder" and sends notification via fax or e-mail to unsuccessful bidders	May 28, 2013
Unsuccessful Bidders may request Debriefing until	May 31, 2013

3:30 Pacific Time	
OFM holds debriefing conferences (if requested)	June 5, 2013
Protests due	June 11, 2013
Consultant (s) begins contract work	June 15, 2013

The AGENCY reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Bidders are required to submit ten (10) copies of their proposal. One copy must be marked “Original” and the other three (9) marked “Copy”. The Original must have original signatures and the copies can have photocopied signatures. All copies must be identical in content to the “Original” as the evaluators will only be evaluating the copies. The Bidder must identify on the “Original” and each copy of its proposal the RFP #13-200, and Title, *Evaluation of Approaches to Reduce Greenhouse Gas Emissions in Washington State*. In addition, one “soft” copy of the proposal, either a CD or thumb-drive, must be included with the “Original;” copy. The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than **3:30 p.m.**, local time, on **May 22, 2013**.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 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 Apparently Successful Bidder is announced thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary

Information” printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information" the AGENCY will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Bidder's information per the court order.

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.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP.

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

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in 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 subconsultant 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. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposals must provide 30 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 Bidder 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, however, 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 Bidder can propose. The AGENCY does reserve the right to contact a Bidder for clarification of their proposal.

The Bidder 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 Bidder'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 consultant or consultants 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 Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONSULTANT based upon agreement between the AGENCY and the CONSULTANT.

2.11 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Bidder 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 the director's delegate is the only individuals 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 INSURANCE COVERAGE

The CONSULTANT is to furnish the AGENCY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Consultant shall, at Consultant's 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 Consultant 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

Commercial General Liability Insurance (CGL): Consultant shall maintain general liability 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 Consultant is responsible for ensuring that any subconsultants provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Consultant 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 Consultant 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:

- **Additional Insured.** The AGENCY, 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.
- **Cancellation.** The AGENCY 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.
- **Identification.** Policy must reference the state's contract number and the agency name.
- **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 AGENCY, 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.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect consultant and such coverage and limits shall not limit Consultant's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Consultant 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 Consultant or their employees for services performed under the terms of this contract.

2.16 COMPLAINTS

This procedure is available to potential Bidders who are contemplating submitting a bid in response to this RFP. Only complaints concerning the following subjects shall be considered:

- A claim that the solicitation unnecessarily restricts competition;
- A claim the solicitation evaluation or scoring process is unfair or flawed, or
- A claim the solicitation requirements are inadequate or insufficient to prepare a response.

Consultants complaining about this procurement shall follow the procedures described below. Complaints that do not follow these procedures shall not be considered. If a Consultant registers a complaint against this solicitation, the complaint cannot be raised again during the protest period.

All complaints must be in writing and signed by the complaining party or an authorized Agent. The complaint must be sent to the Procurement Coordinator, or designee, at least 5 business days before the proposal due date and must clearly articulate the basis for the complaint. The consultant submitting the complaint must also include a proposed remedy.

Upon receipt of a complaint, a complaint review will be held by the AGENCY. The AGENCY procurement coordinator will respond to complaints in writing and the AGENCY director will be notified of all complaints and provided a copy of the AGENCY'S response. A copy of the response to the complaint, including any changes to the solicitation, will also be posted to WEBS.

The complaint process does not include an appeal process.

3 PROPOSAL CONTENTS

Proposals must be written in English and submitted on eight and one-half by eleven inch (8 ½” x 11”) paper with tabs separating the major sections of the proposal. The two major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Proposal (Sections 1, 2 and 3)
3. Cost of 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 Bidder in preparing a thorough response.

3.1. ADMINISTRATIVE REQUIREMENTS (Section 1 of Proposal)

- a. Letter of Submittal. Bidders must include a signed Letter of Submittal on Bidder’s official business letterhead as the first page. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of the RFP.
 - (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) The name of the contact person for this RFP.
 - (3) Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
 - (4) Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
 - (5) 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 Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Consultant.
 - (6) Location of the facility from which the Bidder would operate.
 - (7) 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 Bidder’s organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

- (8) A list of all RFP addenda downloaded by the Bidder from WEBS and listed in order by addenda number and date. If there are no RFP addenda, the Bidder must include a statement to that effect.
 - (9) A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm.
 - (10) A statement substantiating that the Bidder meets all of the Minimum Qualifications as listed in Section 1.3, Minimum Qualifications.
 - (11) Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary Information".
 - (12) If the Bidder or any subconsultant 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.
 - (13) If the Bidder's staff or subconsultant'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.
 - (14) If the Bidder 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 Bidder'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 Bidder was in default.
 - (15) Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder'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 Bidder in the past five years, so indicate.
 - (16) An affirmative statement that Bidder's employer has not retained a lobbyist in Washington state during the last five years and that neither the Bidder or their employer have not contributed to the campaign of a Washington State statewide elected official, legislative candidate, or any other political committee in the last four years.
- b. Bidder Certification and Assurances Form
- Bidders must submit a completed Bidder Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary.
- c. Reference Section
- List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Bidder 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. By submitting a proposal in response to this Work Request, the Bidder and team

members grant permission to AGENCY to contact these references and others, who from AGENCY's perspective, may have pertinent information. AGENCY may or may not, at AGENCY's discretion, contact references. The AGENCY may evaluate references at the AGENCY'S discretion.

d. OMWBE Certification

If you are certified as a minority-owned firm and/or women-owned firm, include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE).

3.2 TECHNICAL PROPOSAL (Section 2 of Proposal)

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

General Requirements: In this section of the Proposal, the Bidder is to provide a description of the Proposal which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

- a. **Project Approach/Methodology.** Include a complete description of your proposed approach and methodology for the project. This section should convey your understanding of the proposed project.

In your review of Washington State's information and programs how would you:

- 1) Analyze Washington's greenhouse gas emissions and related energy consumption and expenditure profile?

(8 points possible)

- 2) Identify GHG emission reduction programs that increase expenditures on in-state energy production relative to expenditure on imported energy sources, and effects on job growth and economic performance?

(7 points possible)

- 3) Analyze the adequacy and completeness of existing economic studies of potential costs to Washington consumers and businesses of greenhouse gas emissions reduction programs or strategies being implemented in other jurisdictions?

(8 points possible)

- 4) Evaluate the contribution of Washington State's existing emissions reduction policies (listed in the Act and restated in the scope of work) to meeting Washington State's GHG emissions targets?

(7 points possible)

- 5) Evaluate the contribution of current federal policies (listed in the Act and restated in the scope of work) to meeting Washington State's GHG emissions targets?

(7 points possible)

In your review of greenhouse gas reduction programs from other states and countries, how would you:

- 6) Analyze and determine the effectiveness, cost-effectiveness, co-benefits and economic impacts of the GHG emission reduction program on the jurisdiction where the strategy was implemented and how those effects would translate to Washington?

(25 points possible)

- 7) Determine the opportunities for investments in cleaner energy and energy efficiency, and jobs in Washington State?

(20 points possible)

In your overall approach:

- 8) What data sources will you use to perform your analysis?

(3 points possible)

- 9) How long will it take you to perform the analyses for task 1, task 2, and task 3 (see scope of work)?

(3 points possible)

- 10) How will you keep the Agency and Climate legislative and Executive Work Group up to date on your progress?

(3 points possible)

- 11) How will you ensure delivery of a high quality comprehensive analysis and report under the time constraints of this project?

(3 points possible)

This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team your knowledge of the subjects and skills necessary to successfully complete the project as described in Exhibit C to this RFP, Draft Statement of Work and Budget.

- 12) How will you structure your report to ensure clarity, readability, and usefulness to policymakers and the public?

(3 points possible)

13) Please provide a copy of a prior report you have completed on a similar topic which you believe best demonstrates the type of report you would produce for this project.

(3 points possible)

3.3 MANAGEMENT PROPOSAL (Section 3 of Proposal)

General Requirements: In this section of the proposal, the Bidder is to discuss project organization and the knowledge, skills, abilities, and experience of the proposed team members, if any. The contract resulting from this procurement will require that any change in key staff (as identified in Bidder's response to this procurement) will be subject to prior OFM acceptance. The contract will also provide that OFM may request that Bidder remove selected staff on one (1) days' notice and provide replacement staff without impacting the schedule. .

The Management Proposal section of the proposal must contain information that will demonstrate to the evaluation committee the Bidder's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

Numbering of Responses: Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments: Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses: The number in parentheses after each question or requirements represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

a. EXPERIENCE

- 1) Describe services provided by the Consultant that indicate the firm's ability to provide the services described in the RFP?
(5 points possible)
- 2) Describe the firm's recent experience with climate change and energy policy and evaluation.
(20 points possible)

b. STAFF QUALIFICATION

- 1) Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subconsultants.
(5 points possible)
- 2) Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resumes' for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
(5 points possible)

- 1) List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide.

(5 points possible)

c. SCHEDULE

Describe the firm's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

(10 points possible)

3.4 COST PROPOSAL

General Requirements: Identify all costs required for performing the tasks and requirements necessary to accomplish the objectives and scope of work of the contract. The response shall include a brief narrative that reflects any cost assumptions and other relevant information that will assist in evaluating the cost proposal.

Attachments: Attachments must be labeled and tabbed, and indicate the question number to which it responds.

Points Awarded for Responses: The total number of points for the cost proposal is 50. The final score for the cost proposal will be computed as follows:

30 points will be awarded based on the bidder's provision of a sufficiently detailed budget which is consistent with the instructions in Section 3.3.A.

The remaining 20 points will be awarded for the cost proposal by dividing the lowest responsive net financial cost by the Bidder's net financial cost. The result of these calculations will be multiplied by the remaining 20 points available. For example:

Lowest bid = \$250,000

Bidder's bid = \$350,000

$\$250,000$ divided by $\$350,000 = 0.71$

$.71 \times 20$ points possible = 14.2 points

14.2 points is added to the points awarded for the total cost proposal score.

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. Consultants are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

a. IDENTIFICATION OF COSTS

Identify all costs in U.S dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Your fully-detailed budget should include a breakout of staffing costs by project personnel, including – to the extent possible – estimated total number of hours, various hourly rates, and administrative/overhead expenses. Bidders can use a format of their own choice. Bidder may reallocate proposed costs between tasks, as long as the total project budget is not exceeded. Bidders are required to collect and pay Washington State taxes as applicable.

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

In addition to the costs, your responses should include a brief narrative that reflects the cost assumptions and other relevant information.

b. COMPUTATION

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Bidder's average hourly rate. 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 to be designated by the AGENCY, which will determine the ranking of the proposals.

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

Based upon the scoring of the proposals, the final selection will be made by the Climate Legislative and Executive Workgroup. Four of the five members must support the engagement of the consultant or consultants.

4.2 CLARIFICATION OF PROPOSAL

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

4.3 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal	<u>100 points</u>
Management Proposal	<u>50 points</u>
Experience.....	30 points (maximum)
Staffing.....	10 points (maximum)
Schedule.....	10 points (maximum)
Cost Proposal	<u>50 points</u>
Total	<u>200 Points</u>

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations may be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation to the Climate Legislative and Executive Workgroup. OFM will contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation.

Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The final selection will be made by the Climate Legislative and Executive Workgroup. No fewer than four of the Workgroup's five members must support the selected consultant or consultants.

4.5 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Apparently Unsuccessful Bidder letter is faxed/e-mailed to the Consultant. The debriefing will be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Bidder's proposal. 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.

4.7 PROTEST PROCEDURE

This procedure is available to Unsuccessful Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Unsuccessful Bidder is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Unsuccessful Bidders 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 and signed by the protesting party or an authorized Agent. The protest must state 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. All protests shall be addressed to the RFP Coordinator.

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 the 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 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 Bidder who submitted a proposal, such Bidder will be given an opportunity to submit their views and any relevant information regarding 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.
- 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.
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals
 - Reissue the solicitation document and begin a new process
 - 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 consultant. 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 Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit C Draft Statement of Work and Budget

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. 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.
4. 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.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. 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.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. 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.
9. 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.
10. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

Signature of Proposer

Title

Date

EXHIBIT B

A. EXHIBIT B to RFP 13-200 : Contract Format including General Terms and Conditions (GT&Cs)

**CONTRACT BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND**

This Contract is made and entered into by and between the state of Washington, Office of Financial; Management, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

(Contractor Name)

(Address)

(City, State Zip)

Phone: [REDACTED]

Email: [REDACTED]

Federal ID No.: [REDACTED]

WA State UBI No.: [REDACTED]

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:

Option 1: 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 as shown in Option 2 below.

Option 2: as included in the CONTRACTOR's Proposal dated _____ attached as Exhibit B, and the AGENCY'S Request for Proposals attached as Exhibit C.

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.

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	Enter Contract Manager's Name
Enter Name of CONTRACTOR	Enter Name of AGENCY
Enter CONTRACTOR Address	Enter AGENCY Address
Enter City, State & Zip Code	Enter City, State & Zip Code
Phone : ()	Phone: ()
Fax: ()	Fax: ()
Email address:	Email address:

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. 13-100. 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. 13-100

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]

Office of Financial Management

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 Office of Financial Management 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.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- E. "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 of 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: (1) 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.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL - The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals

(SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

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.

**Draft Statement of Work and Budget
Evaluation of Approaches to Reduce Greenhouse Gas Emissions in
Washington State**

Firm:

Contract No:

Project Name: Evaluation of Approaches to reduce Greenhouse Gas Emissions in Washington State

Start Date: June 15, 2013

End date: February 28, 2014

PURPOSE:

The purpose of this contract is to prepare an evaluation of approaches to reduce greenhouse gas (GHG) emissions in Washington State, for use by the Climate Legislative and Executive Workgroup.

SCOPE OF WORK:

Introduction

Engrossed Second Substitute Senate Bill 5802 (E2SSB 5802), Chapter 6, Laws of 2013 requires development of recommendations to achieve the state's greenhouse gas emissions limits set in RCW 70.235.020. The recommendations will be developed by the Climate Legislative and Executive Workgroup (Workgroup), which includes the Governor and four legislators, two from the Senate and two from the House of Representatives.

The purpose of this contract is to prepare a credible evaluation of greenhouse gas emission reduction programs adopted in other states and countries, including reduction strategies being implemented in the Pacific Northwest, on the west coast, in neighboring provinces in Canada, and other regions of the country. The evaluation must also analyze Washington State's emissions and related energy consumption and current GHG reduction policies adopted by the State. In addition, the consultant or consultants must examine the contribution to the State's emissions reduction from federal policies. The evaluation must be completed by October 15, 2013.

The consultant or consultants will also provide technical support to the Workgroup in evaluating draft recommendations, and completing the final report due December 31, 2013. The consultant

or consultants will be asked to assist in presenting results of the evaluation and the analyses of the recommendations to the Washington State legislature through February 28, 2014.

SCOPE OF WORK BY TASK

TASK 1: ANALYSES OF WASHINGTON STATE EMISSIONS AND RELATED ENERGY CONSUMPTION

- a. Analyze Washington State's total expenditures for energy by fuel category and sources of the fuels, including imports of oil and other fossil fuels.
- b. Evaluate the State existing greenhouse gas emissions reduction policies that will contribute to meeting the greenhouse emissions limits, including:
 - o Renewable fuels standard,
 - o Energy code,
 - o Emission performance standards,
 - o Appliances standards,
 - o Energy Independence Act,
 - o Energy efficiency in buildings,
 - o Conversion of public fleet to clean fuels, and
 - o Purchasing of clean cars.
- c. Analyze the overall effect of global GHG levels if Washington State achieves its limits.

DELIVERABLES:

July 2013 - Results of the evaluation will be presented to the Workgroup and shared with stakeholders.

COST: Total \$40,000

TASK 2: EVALUATION OF COMPREHENSIVE GHG EMISSIONS REDUCTION PROGRAMS OUTSIDE OF WASHINGTON

- a. Identify and summarize comprehensive greenhouse gas emission reduction programs in the Pacific Northwest, on the West Coast, in neighboring provinces in Canada, in other region of the U.S. and in other countries.
- b. Evaluate, using existing information, the programs based on:
 - The effectiveness of the program in helping the jurisdiction achieve its emission reduction goals, including cost per ton of emission reduction;
 - The relative impact on the overall economy and different economic sectors, including power rates, agriculture, manufacturing, and transportation fuel costs;

- The effect on household consumption and spending, including measures to mitigate for low-income populations;
 - Displacement of emission sources due to the program;
 - Significant co-benefits, such as to public health;
 - Opportunities for new manufacturing infrastructure, investments in cleaner energy and energy efficiency, and jobs including in-state opportunities;
 - Achievements in greater independence from fossil fuels and the economic costs and benefits; and
 - The most effective implemented strategy and the trade-offs made.
- c. Evaluate existing studies of the potential costs to Washington consumers and businesses of GHG emissions reduction programs or strategies being implemented in other jurisdictions.
- d. Analyze options for an approach to reduce emissions that would increase spending on in-state energy production relative to expenditures on imported energy sources, and effects to job growth and economic performance.
- e. Evaluate opportunities for new manufacturing infrastructure and other job producing investments in Washington relating to cleaner energy and greater energy efficiency.
- f. Prepare materials documenting the evaluation, in tabular and text format, sources of information (including links to resources), methodology, and data used.

DELIVERABLES:

August/September, 2013 - Results of task 2 evaluation will be presented to the Workgroup and shared with stakeholders.

COST: Total \$150,000

TASK 3: EVALUATION OF FEDERAL POLICIES

- a. Examine and summarize federal policies that will contribute to meeting the state greenhouse gas emissions targets, including:
- Renewable fuel standards;
 - Tax incentives for renewable energy;
 - Tailpipe emissions standards for vehicles;
 - Corporate average fuel economy standards for cars and light trucks; and
 - Clean Air Act requirements for emissions from stationary sources and fossil-fueled electric generating units.

- b. Quantify contribution to Washington state's GHG emissions reduction from the federal policies.

DELIVERABLES:

September, 2013 - Summary of federal policies and their contributions to Washington's GHG emission reduction limits

COST: Total \$50,000

TASK 4: FINAL EVALUATION REPORT

- a. Prepare a draft report on the evaluation conducted in tasks 1, 2 and 3.
- b. Prepare summary materials needed for public presentations and distribution.
- c. Finalize evaluation report based on comments from the Workgroup.

DELIVERABLES:

September, 2013 – draft evaluation report provided to the Workgroup.

October 15, 2013 – final evaluation report submitted to the Workgroup.

COSTS: Total \$40,000

TASK 5: TECHNICAL SUPPORT TO THE CLIMATE LEGISLATIVE AND EXECUTIVE WORKGROUP

- a. Provide technical support to the Workgroup by analyzing costs, benefits, and results associated with draft recommendation developed by the Workgroup and provide information on how best to administer the draft program and policies.
- b. Prepare materials for the final report, due December 31, 2013.
- c. Prepare and provide presentations of the final report conclusions.

DELIVERABLES:

November 15, 2013 – supporting data and information on the Workgroup's draft recommendations.

December 10, 2013 – final materials supporting the Workgroup recommendations.

January 15, 2014 – final materials for legislative presentations on the Workgroup's recommendations.

COST: Total \$70,000

Budget Summary Table - May 2013 to February 28, 2014

Tasks	Total Cost¹
Task 1 - Analyses of WA's Emissions and Related Energy Consumption	\$40,000
Task 2 - Evaluation of Comprehensive GHG Emissions Reduction Programs outside of Washington state	\$150,000
Task 3 - Evaluation of Federal Policies	\$50,000
Task 4 - Final Evaluation Report	\$40,000
Task 5 - Technical Support to the Climate Legislative and Executive Workgroup	\$70,000
Total Project Cost	\$350,000

¹ Bidder may reallocate proposed costs between tasks, as long as the total project budget is not exceeded.

CLIMATE LEGISLATIVE AND EXECUTIVE WORKGROUP

Draft Schedule

For planning purposes, the following draft schedule and meeting content are suggested:

May 15, 2013	Workgroup planning meeting (process, budget, schedule, scope)
May 24, 2013	Select consultant(s), refine workplans
July X, 2013	Discuss results of analyses of WA GHG Emissions and Related Energy
August X, 2013	Discuss preliminary evaluation of other states and countries' GHG programs
	Science review/ discuss GHG statutory limits
September X, 2013	Discuss final evaluation of other states and countries' GHG programs
	Discuss evaluation of federal policies
September X, 2013	Public meeting
October X, 2013	Presentation of final evaluation report
	Identify and discuss proposed policies and actions
October X, 2013	Discuss preliminary analyses of actions and policies
	Continue discussion of proposed policies and actions
November X, 2013	Prioritize potential policies and actions
	Discuss timeline for actions and funding
December X, 2013	Public meeting (assembly week-end)
December X, 2013	Finalize state program of actions and policies, final report due December 31, 2013.