

## State Contracting Process

*(Prepared by OFM, June 3, 2013)*

State law requires all services that cannot be sole-sourced and are over \$10,000 in value be competitively procured. Previous to January 1, 2013, RCW 39.29 was the law that dictated the procurement process and the State Administrative and Accounting Manual contained the rules. Since Procurement Reform became effective in January of this year, the law now dictating state procurements is RCW 39.26 and the Department of Enterprise is in the process of establishing policies regarding procurements. In the meantime, the Office of Financial Management is continuing to follow well-established procurement practices in order to ensure the process is fair and open.

Regarding RFP #13-200, Evaluation of Approaches to Reduce Greenhouse Gas Emissions in Washington State, OFM advertised the procurement as required on WEBS and on the OFM procurement website. The solicitation document clearly set forth the requirements and criteria that OFM would apply in evaluating bid submissions, as reflected in the questions asked and the point values assigned. Bidders submitted questions per the RFP document, and OFM posted responses. OFM also received one Complaint and responded as required by DES policy. By the proposal due date, OFM received 14 bids. Staff scored the proposals, after which five bidders were chosen by members of the Climate Legislation and Climate Workgroup for oral presentation.

One hundred points have been reserved for the Oral Presentations. Staff has prepared a set of questions to ask each of the bidders. The scores assigned by the evaluators of the oral presentations will be added to the scores assigned during the written evaluations.

By law, the state is to award the contract to the “lowest responsive responsible bidder.” RCW 39.26.160(1) provides that,

“After bids that are submitted in response to a competitive solicitation process are reviewed by the awarding agency, the awarding agency may:

- (i) Reject all bids and rebid or cancel the competitive solicitation;
- (ii) Request best and final offers from responsive and responsible bidders; or
- (iii) Award the purchase or contract to the lowest responsive and responsible bidder.

“The agency may award one or more contracts from a competitive solicitation.”

In the case of the current RFP, OFM interprets “lowest responsive” bidder to mean the bidder with the highest final score (since the score included points for the costs of a proposal).

However, in determining the “responsible” bidder, the statute provides further requirements. RCW 39.26.160(2) states:

“In determining whether the bidder is a *responsible* bidder, the agency must consider the following elements:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. Whether the bidder can perform the contract within the time specified;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws relating to the contract or services; and
- f. Such other information as may be secured having a bearing on the decision to award the contract.”

RCW 39.26.160(3) also provides additional factors that may be considered:

“In determining the lowest responsive and responsible bidder, an agency may consider best value criteria, including but not limited to:

- a. Whether the bid satisfies the needs of the state as specified in the solicitation documents;
- b. Whether the bid encourages diverse contractor participation;
- c. Whether the bid provides competitive pricing, economies, and efficiencies;
- d. Whether the bid considers human health and environmental impacts;
- e. Whether the bid appropriately weighs cost and non-cost considerations; and
- f. Life-cycle cost.”

# **WA OFM RFP 13-200: Evaluation of Approaches to Reduce Greenhouse Gas Emissions in Washington State**

## **Oral Presentation Questions**

**June 4, 2013**

1. Briefly describe your most relevant experience doing work similar to the work required by the RFP. How would you translate that work to Washington State?  
(20 points)

2. Describe the methods you will use to determine the effects, including interactive effects, of various energy and climate change policies on greenhouse gas emissions, the costs, and the benefits of those policies on the economy and jobs in Washington. In addition, please describe:

- the strengths and weaknesses of your approach;
- whether you will separately present costs and benefits, and why; and,
- how you will evaluate policies related to transportation and land use.

(40 points)

3. Please provide and describe an example or mockup of the type of output or summary you would produce for the Washington project. (20 points)

4. Follow up questions from the Climate Legislative and Executive Workgroup.  
(20 points)

## **Climate Legislative and Executive Workgroup**

**June 4, 2013**

### **For Discussion: Possible changes to the evaluation consultant's Scope of Work**

1. When evaluating the costs and benefits of policies and programs, include the “costs of inaction” (i.e., the costs of not implementing new policies and programs).
2. Evaluate the greenhouse gas emission implications of the policies and programs under the state's Growth Management Act.
3. Under Task 1, include the actual estimated consumption by fuel type and some information on the trends in price and consumption in the last several years. Also:
  - a. Quantify or estimate the non-energy contributors to greenhouse gas emissions such as cement production and agricultural sources.
  - b. Include some evaluation of significant emission reduction initiatives undertaken by local communities.
4. Under Task 2, address whether a successful program implemented in another jurisdiction had an impact on fuel choice, if it can be determined.

**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 targets 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 foreign oil and other fossil fuels.
- b. Evaluate the State existing greenhouse gas emissions reduction policies that will contribute to meeting the greenhouse emissions targets, including:
  - o Renewable fuels standard,
  - o Energy code,
  - o Emission performance standards,
  - o Appliances standards,
  - o Energy Independence Act,
  - o Energy efficiency and energy consumption requirement programs for public buildings,
  - o Conversion of public fleet to clean fuels, and
  - o Purchasing of clean cars.
- c. Analyze the overall effect on global GHG levels if Washington State achieves its targets.

**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 available 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 upon different sectors of the jurisdiction's economy, including power rates, agriculture, manufacturing, and transportation fuel costs;
  - The effect on household consumption and spending, including fuel, food, and housing costs, and program measures to mitigate to low-income populations;
  - Displacement of emission sources from the jurisdiction due to the program;

- Any significant co-benefits to the jurisdiction, such as reduction of potential adverse effects to public health, from implementing the program;
  - 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 targets

**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**

<b>Tasks</b>	<b>Total Cost<sup>1</sup></b>
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
<b>Total Project Cost</b>	<b>\$350,000</b>

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

**Sole Source Contract  
between the  
State of Washington  
Office of the Governor  
and  
Ross Strategic**

This Contract is made and entered into by and between the state of Washington, Governor's Office, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR."

**Company Name: Ross Strategic**

**Address: 1218 Third Avenue, Suite 1207**

**Address Seattle, WA 98101**

**Phone: (206) 447-1805**

**FAX: (206) 447-0956**

**Email: [rgreenwood@rossstrategic.com](mailto:rgreenwood@rossstrategic.com) and/or [lahouse@rossstrategic.com](mailto:lahouse@rossstrategic.com)**

**WA State UBI Number: 601-342-274**

**BACKGROUND**

On April 2, 2013, E2SSB 5802 (the Act) became state law. The Act created the Climate Legislative and Executive Workgroup (Workgroup) consisting of the Governor and four members of the Legislature. The purpose of the Workgroup is to recommend, by December 31, 2013, a state program of actions and policies to reduce greenhouse gas emissions, that if implemented would ensure achievement of the state's emissions targets set in state law, RCW 70.235.020. The Workgroup will be informed by an evaluation report to be prepared by a consultant.

The Climate Legislative and Executive Workgroup will be discussing and addressing issues that are technically complex, contentious, time-sensitive and of significant interest to multiple parties. In addition, the project (which includes all activities required by SB 5802) needs to be performed and delivered under a strict timeline with multiple deliverables and budget constraints. The project requires effective, ongoing management to achieve all of the legislative objectives and specific requirements. The Workgroup process is open to the public and three meetings will be scheduled to receive public input.

## **PURPOSE**

The purpose of this contract is to hire a project manager/ process facilitator, for the Climate Legislative and Executive Workgroup. The Workgroup needs a highly skilled and neutral manager and facilitator, knowledgeable of issues to be discussed and addressed by the Workgroup, and with experience managing and facilitating similar groups. This person can help members of the Workgroup discuss sensitive issues efficiently and effectively, address any challenges that arise, ensure stakeholders and public input views are clearly summarized, and increase the Workgroup effectiveness by improving the way it solves problems or makes decisions. The work required by the Act needs to be actively managed and the multiple activities/tasks must be completed in time to produce the project's end results.

## **SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, 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.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B.
- C. The CONTRACTOR shall produce written documents (deliverables) by the dates indicated in Exhibit B.

## **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from June 15, 2013, or date of execution, whichever is later, through February 28, 2014.

## **DES FILING REQUIREMENT**

The provisions of Chapter 39.26 RCW require the AGENCY to file this sole source contract with the Department of Enterprise Services (DES) for review. No contract so filed is effective nor shall work commence under it until the tenth (10<sup>th</sup>) working day following the date of filing.

## **COMPENSATION**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed \$99,919.62. CONTRACTOR'S compensation for services rendered shall be based on the schedule set forth in Exhibit C. Compensation section should be consistent with Billing Procedures.

CONTRACTOR shall receive reimbursement for travel and other expenses as identified in Exhibit C. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$1,177, 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 acceptance of services provided and 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 and the Task number (per Exhibit B), the progress of the project, and fees. The invoice shall include the contract reference number K1258. If expenses are invoiced, provide a detailed breakdown of each type. 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) calendar 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.

<b>CONTRACTOR Contract Manager</b>	<b>AGENCY Contract Manager</b>
Rob Greenwood, Principal Ross Strategic Address: 1218 Third Avenue, Suite 1207 Seattle, WA 98101 <b>Phone :</b> (206) 447-1805 <b>FAX:</b> (206) 447-0956 <b>Email:</b> <a href="mailto:rgreenwood@rossstrategic.com">rgreenwood@rossstrategic.com</a> and/or <a href="mailto:lahouse@rossstrategic.com">lahouse@rossstrategic.com</a>	Keith Phillips, Senior Policy Advisor Governor's Policy Office Address: Governor's Policy Office PO Box 43113 Olympia, WA 98504-3113 <i>Phone:</i> (360) 902-0630 <i>Email address:</i> <a href="mailto:keith.phillips@gov.wa.gov">keith.phillips@gov.wa.gov</a>

## INSURANCE

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 thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that 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:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Scope of Work and Deliverables
5. Exhibit C – Task Compensation
6. 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.

**ROSS STRATEGIC**

**WASHINGTON STATE OFFICE OF  
FINANCIAL MANAGEMENT**

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Signature

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Signature

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Title

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Date

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Title

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Date

**EXHIBIT A -  
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 (AGENCY TITLE) 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.

**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.

**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 attorney fees and costs.

## **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that 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 that 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 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.

#### **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

#### **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 calendar 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 calendar 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.

### **DUPLICATE PAYMENT**

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

### **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. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations 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 that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

### **INDUSTRIAL INSURANCE COVERAGE**

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

### **LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

## **NONDISCRIMINATION**

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

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. 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 otherwise required by law.

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 that 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.

## **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 Department 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 because 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 calendar 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 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 calendar 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 that 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 that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

#### **WAIVER**

Waiver of any default or breach shall not be deemed 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.

**EXHIBIT B -  
STATEMENT OF WORK**

**Task 1: Project Management**

- A. Gather and Synthesize Interests and Expectations
  - 1) Interview members and alternates
  - 2) Interview staff
  - 3) Prepare synthesis
- B. Organize Procedurally
  - 1) Work plan consultations and document preparation (Workgroup work plan)
  - 2) Procedural approach consultations and document preparation (operating procedures for Workgroup)
- C. Coordinate Workgroup staff and evaluation/technical contractor activities
  - 1) Manage Workgroup staff and technical contractor meetings as needed (particularly when Workgroup staff and technical contractor are preparing for direct participation in Workgroup meeting presentations)
  - 2) Document and track joint action items
- D. Contract management
  - 1) Progress reports (monthly)
  - 2) Contract administration (on-going)

Total Number of Hours: 113 hrs

Deliverables: Interests and Expectations Synthesis; Monthly Progress Reports

**Task 2: Workgroup Meeting Management**

- A. Prepare for and provide convening support to Workgroup member meetings
  - 1) Conduct pre- and post-meeting briefing and agenda development sessions with Workgroup staff.
  - 2) Prepare draft and final Workgroup agendas.
  - 3) Review and provide comment on meeting materials and review background materials as needed to prepare for Workgroup meeting.
  - 4) Attend and manage Workgroup meetings.
- B. Document action items, key findings, and agreements for each Workgroup meeting
  - 1) Prepare staff review draft.
  - 2) Process comments and prepare workgroup member draft.
  - 3) Process comments and prepare final documentation.

- 4) Conduct and track follow-up action items as dictated by meeting results.

Total Number of Hours: 322 hrs.

Deliverables: Final Agendas for Each Workgroup Meeting; Action Items, Key Findings, and Agreements Summary for Each Workgroup Meeting.

### **Task 3: Public Meeting Management**

- A. Prepare for and conduct Workgroup public meetings
  - 1) Conduct pre- and post-meeting briefing and agenda development sessions with Workgroup staff.
  - 2) Prepare draft and final Workgroup public meeting agendas.
  - 3) Review and provide comment on meeting materials and review background materials as needed to prepare for Workgroup public meetings.
  - 4) Attend and manage Workgroup public meetings.

Total Number of Hours: 30 hrs.

Deliverables: Final Agendas for Each Workgroup Public Meeting

### **Task 4: Workgroup Final Report Documentation Support**

- A. Draft 1: preliminary findings and recommendations - review and provide comments to Workgroup staff
- B. Draft 2: refined findings and recommendations – review and provide comments to Workgroup staff
- C. Draft 3: final review draft of findings and recommendations – review and provide comments to Workgroup staff
- D. Draft 4: final document – review for completeness and accuracy before publication

Total Number of Hours: 62 hrs.

Deliverables: Written Comments for Drafts 1 - 4

### **Task 5: Communications and Consensus Building**

- A. Member Communications: conducted between meetings to clarify interests, perspectives, and establish opportunities for finding common ground – anticipated to be one-on-one discussions.
- B. Alternate Communications: conducted to clarify directions and ensure understanding of work group progress is maintained – anticipated to be one-on-one discussions.

- C. Staff Communications: conducted between meetings to clarify interests, perspectives, and establish opportunities for finding common ground – anticipated to be one-on-one discussions.
- D. Technical Consultant Communications: conducted between meetings to maintain critical awareness of work group developments, answer questions, and ensure analytical products are developed to address needs and interests expressed by work group members on an objective basis.

Total Number of Hours: 189 hrs.

Deliverables: Bi-Monthly Staff Briefings on Communications and Consensus Building Activities

Ross Strategic

Project Name: CLEW Project Management and Facilitation Support

May 30, 2013

Period of June 15, 2013 to February 28, 2014

**EXHIBIT C**

TASKS	R. Greenwood \$198.92	M. Hoenig \$66.20	Admin \$83.23	TOTAL HOURS	LABOR DOLLARS	TASK COST
<b>Task 1: Project Management</b>				<b>113.00</b>		<b>\$12,595.54</b>
a. Gather and Synthesize Interests and Expectations				0.00	\$0.00	
b. Interview CLEW Members	5.00	3.00		8.00	\$1,193.20	
c. Interview CLEW Alternates	5.00	3.00		8.00	\$1,193.20	
d. Interview CLEW Staff	5.00	8.00		13.00	\$1,524.20	
e. Prepare Synthesis	4.00	2.00		6.00	\$928.08	
f. Organize Procedurally				0.00	\$0.00	
g. Work Plan Consultation and Refinement	2.00	2.00		4.00	\$530.24	
h. Operating Procedures Consultation and Refinement	4.00	4.00		8.00	\$1,060.48	
i. Coordinate CLEW Staff and TC Activities				0.00	\$0.00	
m. Manage Joint Meetings and Calls	8.00	12.00		20.00	\$2,385.76	
n. Document and Track Joint Action Items	4.00	20.00		24.00	\$2,119.68	
o. Contract Management				0.00	\$0.00	
p. Progress Reports		8.00	8.00	16.00	\$1,195.40	
q. Contract Administration		2.00	4.00	6.00	\$465.30	
<b>Task 2: Meeting Management - CLEW Member Meetings</b>				<b>322.00</b>		<b>\$41,489.84</b>
a. Conduct Pre\Post Meeting Staff Briefings	20.00	20.00		40.00	\$5,302.40	
b. Prepare Draft and Final CLEW Agendas	20.00	20.00		40.00	\$5,302.40	
c. Review\Comment on Meeting Materials	40.00	20.00		60.00	\$9,280.80	
d. Attend and Manage CLEW Meetings	20.00	20.00		40.00	\$5,302.40	
e. Document Sessions				0.00	\$0.00	
f. Prepare Staff Draft	12.00	20.00		32.00	\$3,711.04	
g. Prepare Member Draft	10.00	15.00		25.00	\$2,982.20	
h. Prepare Final	10.00	15.00		25.00	\$2,982.20	
i. Conduct and Track Follow-Up Actions	20.00	40.00		60.00	\$6,626.40	
<b>Task 3: Meeting Management - CLEW Public Meetings</b>				<b>30.00</b>		<b>\$4,109.52</b>
a. Conduct Pre\Post Meeting Staff Briefings	4.00	4.00		8.00	\$1,060.48	
b. Prepare Draft and Final CLEW Public Meeting Agendas	4.00	4.00		8.00	\$1,060.48	
c. Review\Comment on Meeting Materials	4.00	2.00		6.00	\$928.08	
d. Attend and Manage CLEW Public Meetings	4.00	4.00		8.00	\$1,060.48	
<b>Task 4: Final Report Documentation Support</b>				<b>62.00</b>		<b>\$9,678.64</b>

a.	Draft 1	16.00	8.00		24.00	\$3,712.32	
b.	Draft 2	12.00	6.00		18.00	\$2,784.24	
c.	Draft 3	10.00	4.00		14.00	\$2,254.00	
d.	Draft 4	4.00	2.00		6.00	\$928.08	
<b>Task 5: Communications and Consensus Building</b>					<b>189.00</b>		<b>\$30,429.00</b>
a.	Member Communications	35.00			35.00	\$6,962.20	
b.	Alternative Communications	5.00			5.00	\$994.60	
c.	Staff Communications	80.00	34.00		114.00	\$18,164.40	
d.	Technical Contractor Communications	15.00	20.00		35.00	\$4,307.80	
<b>Total Labor Hours</b>		<b>382.00</b>	<b>322.00</b>	<b>12.00</b>	<b>716.00</b>	<b>\$98,302.54</b>	<b>\$98,302.54</b>
<b>Total Labor Dollars</b>		<b>\$75,987.44</b>	<b>\$21,316.40</b>	<b>\$998.70</b>	<b>716.00</b>	<b>\$98,302.54</b>	
ODCs							
	Travel						\$1,017.00
	Long Distance Telephone						\$160.00
Total ODCs							\$1,177.00
G&A on ODCs - 24.90% 2013 provisional							\$293.07
Fee on ODC's 10%							\$147.01
<b>Project Total</b>							<b>\$99,919.62</b>

# Justification for Sole Source Contract

## Specific Need

On April 2, 2013, [E2SSB 5802](#) (the Act) became state law. The Act created the Climate Legislative and Executive Workgroup (Workgroup) consisting of the Governor and four members of the Legislature. The purpose of the Workgroup is to recommend, by December 31, 2013, a state program of actions and policies to reduce greenhouse gas emissions, that if implemented would ensure achievement of the state's emissions targets set in state law, RCW 70.235.020. The Workgroup will be informed by an evaluation report to be prepared by a consultant.

The Climate Legislative and Executive Workgroup will be discussing and addressing issues that are technically complex, contentious, time-sensitive and of significant interest to multiple parties. In addition, the project (evaluation and proposed actions) needs to be performed and delivered under a strict timeline with multiple deliverables and budget constraints. The project requires effective, ongoing management to achieve all of the legislative objectives and specific requirements. The Workgroup process is open to the public and three meetings will be scheduled to receive public input.

The Workgroup requires a highly-skilled and neutral facilitator, knowledgeable of issues to be addressed by the workgroup, and with experience managing and facilitating similar groups. The person can help members of the Workgroup discuss sensitive / political issues, address any challenges that arise, receive stakeholders and public input, and increase the Workgroup effectiveness by improving the way it solves problems or makes decisions. The person must already have or develop, and must maintain, the trust of the Governor and the Legislative members. It must ensure discussions proceed efficiently and effectively. The person will need to actively manage the multiple activities/tasks that must be done to produce the project's end results. In addition, the person must be able to maintain strict discretion and confidentiality.

## Sole Source Criteria:

1. Unique features, qualifications, abilities and expertise of Robert Greenwood, Principal at Ross Strategic:
  - Advanced, specialized multi-interest project management and consensus building expertise.
    - Thirty years of experience structuring negotiations, convening and navigating multi-interest policy and program design efforts, and enabling consensus outcomes in complex, time-sensitive, multi-interest contexts. Experience includes regularly working with elected or executive level work group participants and in a context that necessitates strict discretion and confidentiality. This experience is critical to give the Climate Legislative and Executive Workgroup confidence that issues and dialog will be properly handled, their time used efficiently and effectively, and distracting or damaging process mistakes avoided.

- Specific experience includes:
  - Convening corporate board level strategic planning and organization-to-organization negotiations.
  - Convening elected officials (e.g., in WA the State Land Use and Climate Change Advisory Committee included legislators, city mayors, and city and county council members) to prepare policy and programmatic recommendations.
  - Convening Executive Directors (including state agencies and national associations) to prepare policy and programmatic recommendations.
  - Convening United Nations workgroups and symposia involving managing dialog and building consensus among government, international agency, corporate, and NGO (non-governmental organizations) interests in a multi-national context.
- Substantial familiarity with energy production, use, and efficiency topics and climate change mitigation and adaptation initiatives.
  - Current, high familiarity with pressing US domestic energy production and issues, as well as Washington State, US domestic and international climate change scientific, policy, and programmatic efforts and the range of perspectives held in this context. This experience is critical to ensure discussions stay on topic, that needed summary points are made clearly and are on target, and that discussion will proceed smoothly.
  - This experience includes:
    - Managing dialog among climate change scientists – representing the full spectrum of perspectives on current science - designed to explore the strengths and weaknesses of current climate science to inform the selection of operational and investment options in the context of coal-based electricity generation.
    - Exploring the economic and other barriers to the development of renewable, bio-gas energy sources.
    - Supporting the development of state and regional level climate change mitigation and adaptation-oriented programs and policies (including work specific to Washington State).
    - Supporting the development of climate adaptation (risk management) initiatives for the US domestic water sector.
    - Convening dialogs among international corporate sustainability officers and environmental NGOs to explore the role of corporate officers can play in addressing climate change.
- Strong reputation for strict objectivity and neutrality. This is critical to establishing and maintaining the trust of all parties to the dialog.

- He worked successfully throughout his career with a broad range of political, economic, and social interest, establishing a reputation for strict objectivity and neutrality in the context of multi-stakeholder discussion initiatives across a broad range of private and public sector and political interests.
- Has purposefully managed his volunteer activities, contributions, and organizational affiliations to avoid perceived or actual conflicts of interest.

2. Market research for alternative sources

- The agency consulted the list of contracts for management consulting services, maintained by the Department of Enterprise Services (DES). We are not confident that the vendors on the list can meet **all** of the requirements listed in the Specific Need section:- a highly skilled and neutral process facilitator and project manager that has successfully managed and facilitated similar groups, has substantial knowledgeable of the issues to be discussed by the workgroup, and has effectively managed complex, multi-interests projects. Rob Greenwood meets these requirements.

3. Description of costs and risks mitigated by contracting with this consultant.

- The Workgroup has a limited time to deal with this very complex and controversial issue, and the members must be confident that the issues and discussions are properly handled and their time is used efficiently and effectively. A distracting or damaging process will impair the ability of the Workgroup to achieve consensus outcomes and be very costly in term of time and resources. Mr. Greenwood has the experience and the skills required to manage and facilitate the process.

4. Special circumstances: No

5. Critical time constraints:

- The legislation took effect immediately once approved by the Governor. This was necessary in order to provide the Workgroup's report to the appropriate policy and fiscal committees of the Senate and House of Representatives, by December 31, 2013, prior to next 2014 legislative session. The Workgroup first meeting was held May 15<sup>th</sup>. The Workgroup is scheduled to meet up to twice per month until December 2013. This fast track schedule and the make-up of the Workgroup do not allow any time for learning, experimenting, or making mistakes. Thirty years of experience working and structuring negotiations with elected and executive level participants in complex, time-sensitive, and multi-interest contexts, is critical to give the Workgroup confidence that their time will be properly and effectively/efficiently used and distracting or damaging process mistakes are avoided.

6. Geographic limit: No
7. Consequences of not having this sole source filing approved.
  - It may be difficult to design and run effective meetings and be able to handle human challenges that may arise. Also achieving the results expected may be compromised by a damaging process and unmanaged project. Staff for the Workgroup may not be seen as neutral by various interests. As stated above the Workgroup held its first meeting, and is in the process of scheduling its second meeting. Any delay in getting a project manager/process facilitator on board as soon as possible may affect the legislatively set schedule for the Workgroup.
8. Opportunities for small business.
  - Ross Strategic is a small business. The firm has less than 50 employees and less than \$7 million in revenue.

## Robert (Rob) Greenwood, Principal, Ross Strategic

COLLABORATIVE PARTNERSHIP, STRATEGIC DIRECTION, AND PROGRAM DESIGN SPECIALIST

Rob Greenwood has established a reputation for highly effective coalition and partnership building in support of environmental and natural resource improvement initiatives. He provides clients with 30 years of experience and a sustained track record for delivering innovative, inspired, and resilient outcomes. From his early work in West Africa designing, implementing, and managing rural agricultural extension services and micro-enterprise cooperatives, to his current work with corporate and NGO enterprises, a wide array of trade associations and research institutions, U.S. federal, state, and local agencies, and United Nations Global Compact (UNGC) private corporate initiatives, he is known for strict neutrality and as an insightful analyst and adept integrator of multi-interest and multi-disciplinary perspectives. Mr. Greenwood's integrative analytical and consensus building strengths assure clients their multi-faceted environmental and natural resource initiatives are met with thoughtful design, informed implementation, and broad support.

Mr. Greenwood's experience ranges from supporting one-time, day-long design workshops and strategic planning retreats to multi-year, multi-interest and -discipline program design and development initiatives. Beyond strategic planning and program design services, his capabilities include basic meeting facilitation, public meeting support, intensive, multi-interest consensus building, dispute resolution, and mediation. Mr. Greenwood is conversant across a wide range of environmental, energy, and natural resource policy, regulatory, management, and voluntary initiative arenas. He maintains strong working relationships and active networks across domestic U.S. and international stakeholder interests including corporate executives, public and private utility executives, government and elected officials, environmental, conservation, and community advocacy representatives, and academics. Mr. Greenwood holds a B.A. in economics from the University of Colorado, and an MPA with a concentration in finance from the University of Washington.

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### Project Experience - synopsis

*Extreme Events Resiliency Workshops:* Mr. Greenwood provided convening support to a series of six, 1.5-day, extreme events workshops sponsored by NOAA and EPA in communities that have experienced recent extreme events such as flooding, hurricanes, and drought. The workshops brought together a diverse mix of local actors – elected officials, land use planners, water utility managers, academics, etc. – to explore the impacts and lessons learned from these events and apply them to improving community resiliency in the future.

*Alternatives Analysis for Improved Sustainability:* Mr. Greenwood is currently leading a guidance development effort focused on preparing guidance for water sector utilities on how to incorporate sustainability-related evaluation criteria into alternatives analysis. The project is focusing on techniques such as multi-attribute analysis that allow for a broad range of community values to be incorporated in the selection of infrastructure options, as well as techniques for addressing the

increased uncertainty associated with climate variability, in a systematic, replicable, and transparent manner.

*Barriers to Biogas Development:* Mr. Greenwood provided support to a WERF-sponsored research project exploring the economic, institutional, and technical barriers to biogas development. This effort was built around conducting extensive surveys of potential biogas producers and conducting focus groups with wastewater utility executives to produce a characterization of and recommendations for addressing barriers to biogas development.

*Water Impacts and Shale Gas Development:* Mr. Greenwood conducted issues mapping and provide strategic advice to a private company considering the water-technology aspects of shale gas development. The effort involved a literature review of shale gas development technologies, documentation of the perceptions and realities of water impacts, and a characterization of the interests landscape that influences shale gas development public policy.

*American Public Works Association Sustainable Infrastructure Initiative:* Mr. Greenwood provided process design, strategic planning, and convening support to the American Public Works Association (APWA) Sustainability Task Force. Mr. Greenwood supported a one-day retreat of the Task Force that produced recommendations on a business plan for APWA sustainability activities and resulted in the establishment of the APWA Center for Public Works and Sustainability.

*United Nations Global Compact (UNGC) CEO Water Mandate:* Mr. Greenwood provides convening, facilitation, and work stream design and analysis support to the UNGC CEO Water Mandate, an international, voluntary initiative bringing together corporate managers, civil society groups, and public institutions to advance UN Millennium water goals. He has supported Mandate meetings in Istanbul, Stockholm, New York City, Cape Town, Copenhagen, Rio de Janeiro (at the Rio +20 Sustainability Summit), and Mumbai.

*National Drinking Water Advisory Council (NDWAC), Climate Ready Water Sector Utilities:* Mr. Greenwood provided process design, convening, research, analytical, and intensive consensus building support to a 20-person work group comprised of executive director and senior management level individuals from public and private water and wastewater utilities, environmental and conservation organizations, state and local government agencies, and academia. The group, convened by NDWAC and working over the course of a year and five 1.75-day sessions, reached full consensus on recommendations for the design of a water sector utility climate change adaptation and mitigation strategy.

*Washington State Land Use and Climate Change Advisory Committee:* Mr. Greenwood provided process design, issues analysis, recommendations characterization, convening, and intensive consensus building support to the Washington State Departments of Ecology and Community Trade and Economic Development as they convened a legislatively-mandated advisory committee to prepare recommendations on how to incorporate climate considerations into the state's Growth Management Act. The committee consisted of elected officials (city mayors, city and county

Council members, and state House and Senate members) and interest group representatives (e.g., Business and Industry Association of Washington, Washington Farm Bureau, Washington Environmental Council, 1000 Friends of Washington, Association of Washington Realtors, etc.).

*United Nations Global Compact (UNGC) Caring for Climate (C4C):* At the 2011 UNGC Week, C4C convened corporate members to explore its two work stream areas (Climate and Development, and Climate Leaders) in the context of preparing for Rio +20 in June 2012. Mr. Greenwood provided strategic advice and agenda design services in advance of, and meeting convening services during, this one-day event. Mr. Greenwood provided further convening support to the initiative during the Rio+20 Summit in June 2012.

*Western United States Climate Initiative for GHG Cap and Trade:* Mr. Greenwood provided the Western Climate Initiative (WCI) with process management, consensus building, and convening support as the partners (Arizona, California, Montana, New Mexico, Oregon, Utah, and Washington and the Canadian Provinces of British Columbia, Manitoba, and Quebec) prepared recommendations for a western regional GHG cap and trade system. Mr. Greenwood worked with partners on a one-on-one basis to identify common ground, facilitated three partner meetings, and provided moderator support at three WCI public workshops.

*American Public Works Association Center for Sustainability Strategic Planning:* Mr. Greenwood supported the APWA Center for Sustainability's effort to revise its strategic plan. Mr. Greenwood conducted interviews with key APWA volunteers and staff, assisted with the preparation and analysis of a membership survey, and convened the Center's leadership to prepare a revised strategic plan for the organization.

*Three Directors' Talks (3DT) on Agricultural Practices and Water Quality:* Mr. Greenwood supported the Executive Directors of the Washington State Department of Ecology, Washington State Department of Agriculture, and Washington State Conservation Commission as they explored improvements to their joint responsibilities for managing agricultural practice impacts on water quality. The three directors met monthly starting in early 2011 to explore program deficiencies, structure program initiatives, and prepare state policy and guidance. The three directors expanded their discussions to include the EPA Region 10 Director and the NRCS State Conservationist as they jointly sought to better integrate state and federal agricultural practice management.

*The Southern Company – Executive Leadership Environmental Challenges Retreat:* Mr. Greenwood provided process design and convening support to the Southern Company Executive Council (CEO, CFO, COO, Chief Counsel, and all Division Presidents) as it conducted a three-day retreat to explore company environmental challenge areas related to its portfolio of coal fired power plants. The retreat convened a series of panels of outside scientific experts (in areas such as ozone, mercury emissions, and climate change) to make presentations on current science and allowed the executives to ask questions and explore corporate strategy.

*Global Environmental Management Initiative (GEMI) Global Water Security:* Mr. Greenwood provided convening support services to a one and one-half day global water security retreat of 15 corporate executives. Mr. Greenwood conducted interviews with the executives in advance of the meeting to develop a list of critical issues for discussion, worked with GEMI to create the meeting agenda and ground rules, facilitated the meeting, and prepared a strategic roadmap based on retreat discussions.

*United Nations Global Compact (UNGC) LEAD:* An invitation-only initiative of the UN Secretary General, LEAD engages a select group of global corporate leaders to consolidate and advance corporate sustainability thinking and leadership. Mr. Greenwood has provided process design and convening support to LEAD's inaugural symposium focused on the role of corporate boards in enabling and advancing corporate sustainability.

*Federal Water Sector Coordinating Council and Government Coordinating Council Contamination Warning System CIPAC:* Mr. Greenwood had lead convening and findings preparation responsibility for the federally chartered Contamination Warning System Work Group. The group, comprised of 21 drinking water executive managers and state and federal regulatory agency representatives, met four times over the course of 2011 and 2012 and was charged to examine the current state of contamination warning systems and make recommendations for a national program based on their findings relative to system effectiveness, implementation, and sustainability. The group reached full consensus on a set of findings and recommendations for consideration by the water sector Councils.

*City of Louisville, Kentucky, Wet Weather Program Design:* Mr. Greenwood provided process design, issues characterization, convening, and intensive consensus building services to this three-year, multi-stakeholder, multi-disciplinary Wet Weather Team (WWT) advising the Louisville Metropolitan Sewer District on a program to address combined sewer and sanitary sewer overflows (CSOs and SSOs). The WWT consisted of representatives from Louisville Metro Government (the Deputy Mayor and department heads from Parks, Land Use, and Public Health), the Louisville Metro Council, local academic institutions, business, environmental, public health, neighborhood, and environmental justice advocacy organizations, and scientific and engineering technical specialists, and reached full consensus support for a 25-year, \$850 million Integrated Overflow Abatement Plan.

*WEF Sustainable Water Sector Utility Initiative:* Mr. Greenwood supported the work of the Water Environment Federation (WEF) to establish, manage, and convene a collaboration among the American Public Works Association, American Water Works Association, Association of Metropolitan Water Agencies, National Association of Clean Water Agencies, National Association of Water Companies, the U.S. Environmental Protection Agency, and WEF to develop recommendations for a water sector strategy to promote greater adoption of effective utility management practices. Mr. Greenwood led and consolidated extensive research into effective utility management practices and convened a Steering Committee comprised of 16 senior drinking water and wastewater utility executives that translated the research into a list of "Attributes of Effectively Managed Water Sector Utilities" and consensus recommendations for a water sector strategy to improve utility sustainability and management.

*Water Environment Federation Strategic Planning Board Retreat:* Mr. Greenwood provided strategic plan meeting agenda structuring and facilitation support to this two-day Board of Directors retreat. The meeting focused on translating an emergent WEF strategic plan into governance and programmatic revisions. Mr. Greenwood conducted pre-meeting interviews with meeting participants, background analysis into governance needs, and prepared a summary of governance and programmatic recommendations based on meeting discussions.

*National Association of Clean Water Agencies, National Clean Water Trust Fund:* Mr. Greenwood provided issues characterization, agenda and process design, and convening support to a series of national meetings organized by NACWA to discuss the need and strategy for increasing federal clean water funding. Meeting participants included water and wastewater industry executives, trade associations such as the American Public Works Association and the Association of Metropolitan Water Agencies, and national and regional preservation, conservation, and environmental interest groups, with the meetings resulting in a collaboration to draft and introduce in the U.S. Congress the Clean Water Infrastructure Trust Fund Act.

*National Drinking Water Advisory Council, Water Security Working Group:* Mr. Greenwood provided comprehensive process design and facilitation support to the Water Security Working Group (WSWG) of the National Drinking Water Advisory Council (NDWAC). The WSWG operated as a federally chartered advisory committee under the Federal Advisory Committee Act (FACA). The WSWG membership reflected a complex mix of stakeholder interests including: senior water and wastewater utility managers; public health providers; community activists; academics; and a range of Federal agencies including EPA, DHS, and DOD. The WSWG's report, prepared for members by Ross Strategic, made recommendations on the elements of a water sector utility security program, reflected full consensus among WSWG members, and was adopted unanimously and unchanged by the full NDWAC.

*Water Sector CIPAC National Aggregate Measures Testing Group (MTG):* As follow up to the NDWAC's recommendations on national measures of water security, Ross Strategic provided facilitation support to the MTG (operating as a CIPAC), developing options for reporting and verifying water sector utility security progress. Mr. Greenwood acted as lead facilitator for this effort. The project involved an in-depth look at each of the recommended National Aggregate Measures to determine what types of data could reasonably be reported to assess against each measure, how a baseline might be established to measure against, and how to manage any issues associated with data consistency across utilities. The project also considered which utilities should report progress, how reporting should be structured, how often reporting should occur, and how a verification system might be structured and implemented.

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## Professional Experience

Ross Strategic, Seattle, WA	1988–present
Jellinek, Schwartz, Connolly & Freshman, Inc., Washington, DC	1983–1988
Environmental and Energy Study Conference of the U.S. Congress, Washington, DC	1983
Peace Corps Volunteer, Sierra Leone, West Africa	1980–1983

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## Education

M.P.A., University of Washington (concentration in finance)	1994
B.A., Economics, University of Colorado	1980