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JOINT TRANSPORTATION  
COMMITTEE

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**REQUEST FOR PROPOSALS**

**FEBRUARY 9, 2016**



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Ranking Member

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**REQUEST FOR PROPOSALS**

**PRIORITIZATION OF PROMINENT ROAD-RAIL  
CONFLICTS IN WASHINGTON STATE**

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**I. BACKGROUND**

The Washington State Legislature is interested in evaluating the impacts of prominent road-rail conflicts in the state and developing a corridor-based prioritization process for addressing those impacts on a statewide basis. The prioritization process must identify areas of public policy interest at the State and local level, including the critical role of freight movement to Washington's economy.

Funding for this study was provided by the Washington cities from their share of the gas tax, due to their concerns about increasing congestion and safety issues resulting from road-rail conflicts.

At-grade railroad crossings, where roads cross rail lines at the same level, function adequately while population and traffic levels remain low. With the growth of the state's population, increasing road and rail traffic, and the lengthening of trains, many of these crossings no longer provide acceptably safe and reliable mobility for rail and truck freight, general traffic, and emergency vehicles. The phrase "road-rail conflict" will often be used in this document to refer to *problematic* at-grade crossings.

Even without proposed export terminals for coal or oil, freight train traffic is expected to grow substantially. The State Rail Plan (December 2013) projects that statewide freight rail volumes will grow by an additional 130 percent to 268 million tons of freight by 2035. The projected increase in rail freight volume is also projected to result in increases in freight train movements in the state. At minimum, daily freight trains between Seattle and Spokane are projected to increase by 27 trains or 163% of current levels, and between Seattle and Portland, by 17 trains or 128% of current levels.

With more trains will come longer traffic delays at grade crossings. The Puget Sound Regional Council's [recent evaluation](#) (July 2014) of the regional impacts of increased train traffic found that "gate-down" time would more than double to about 30 minutes in some locations and nearly 3 hours in others. These traffic delay impacts result from increasing freight and passenger train traffic.

Grade separation projects cannot be the solution for every road-rail conflict. An average grade separation project can cost \$20 to \$30 million, with a few projects costing up to \$150 million or more. Given that cities often have multiple crossings within their boundaries, this cost is often more than a jurisdiction can finance on its own. Furthermore, the cost of making all of these improvements statewide would be prohibitive.

In addition, a grade separation project may not be the best solution for every road-rail conflict. Alternative mitigation measures may include investments in road projects which change the traffic flow, safety equipment, operational strategies, and crossing closures. In cities or regions with multiple crossings, a combination of complementary investments may make the most sense.

The Washington Transportation Commission's [WTP 2035 Policy Plan](#) recommends a corridor-based approach to address safety and connectivity associated with at-grade rail crossings. This strategy recognizes that traffic flow across the rail line at multiple intersections in a corridor may be served by channeling that traffic through a sub-set of improved crossings. From this perspective, negative impacts throughout a corridor could be mitigated by investments in only a few road-rail conflicts.

### **Stakeholders: Policy Interests and Funding**

The jurisdictions and stakeholders with an interest in mitigating the impacts of road-rail conflicts include:

- The federal government, with the most recent Surface Transportation Act reauthorization including new funding for freight mobility;
- Washington State, as represented by the Washington State Department of Transportation (WSDOT), Washington Utilities and Transportation Commission (WUTC), and the Freight Mobility and Strategic Investment Board (FMSIB);
- Local jurisdictions, as represented by cities, counties, ports, and transportation planning organizations (MPOs and RTPOs); and,
- Railroads, represented by BNSF, UP and short lines.

#### Policy Interests

The federal and state governments are primarily interested in high level goals of congestion relief and safety for both general and freight traffic, and freight mobility as an important contributor to economic vitality. National and state funding programs also tend to prioritize improvements to the national and state highway systems over funding local road systems.

Among the stakeholders, local governments and the local road system experience the most immediate impacts of road-rail conflicts, including but not limited to traffic back-ups, accidents at crossings, unreliable access to emergency services, and unsafe connections for pedestrians and bicycles. Air quality, noise, and general quality of life impacts may also be of concern to some communities.

Ports experience the immediate impacts of constrained freight mobility. Terminal and inland rail connections can be a major constraint to their ability to efficiently handle marine cargo and landside rail traffic. Grade crossings are only one piece of the freight system, however, last-mile connections to ports frequently include road-rail intersections.

Railroads also seek to eliminate constraints to cargo through-put. In some rail segments, grade separation projects in a corridor may only improve speed and volumes only if accompanied by closures of nearby crossings.

## Funding

Public sources of funding for grade crossing improvements reflect the general transportation policy interests of these stakeholders in freight mobility, congestion relief, and safety. In Washington State, only one existing funding program, run by the WUTC, is dedicated to improving the safety of grade crossings and funding for the program has been limited to \$0.5 million per biennium. The recent enactment of the federal Fixing America's Surface Transportation (FAST) Act raises the profile of freight mobility as a transportation priority at the national level, creating two new funding programs for freight projects, for which grade crossing improvements will be eligible.

In this funding environment, grade crossing improvements must compete for public funding with other transportation projects, both road and rail. Of the \$16 billion Connecting Washington spending plan, as much as \$127 million will be spent by WSDOT and FMSIB on projects which address grade crossing issues. FMSIB can also address road-rail conflicts through its competitive funding program.

Similarly, when the railroads make investments in their system, grade crossing improvements must compete with all other types of rail improvements. Federal regulations ([23 CFR 646.210](#)) require that railroads contribute five percent of project costs, when the project eliminates an existing at-grade crossing with active warning devices. Railroads may voluntarily contribute a greater share.

## **Recent studies**

A number of recent studies have prioritized road-rail conflicts in Washington State and identified impact mitigation opportunities. These studies highlight a number of considerations for the JTC study of statewide road-rail conflicts.

Each of these studies prioritized crossings or crossing improvement projects in order to identify funding needs. The JTC study will need to consider whether a new statewide prioritization process will need to be accompanied by a new funding program for these projects or simply be a tool for use by requesters and granters of funds.

The price tag for currently identified grade separation projects is beyond any state or federal funding program at this time. If this scale of problem is to be addressed, a statewide prioritization process may need to be an ongoing effort and will need to consider how to partner effectively with existing regional prioritization efforts.

Furthermore, a strictly data-driven analysis may not be enough to find the best solution for each road-rail conflict or to narrow investment opportunities to constrained funding sources. As a result, more in-depth analysis will likely be required than is possible by running a query on a database.

## WA State Freight Advisory Committee, "WA State Freight Trends & Policy Recommendations"

In 2013, the FMSIB convened the Washington State Freight Advisory Committee (WSFAC) to comply with federal requirements for stakeholder input into the State Freight Plan. The Committee was made up of public and private freight stakeholders. The [WSFAC's report](#) discusses trends, challenges, and recommendations for each freight sector. In addition, the WSFAC compiled an inventory of grade separation projects, which improve "first priority" and "emerging" at-grade rail crossings. The inventoried projects were submitted by Metropolitan and Regional Transportation Planning Organizations (MPOs/RTPOs) based on their regional prioritization processes. Not all crossings in the state were considered, only crossings of mainline railroads within city limits.

The prioritized projects submitted by MPOs and RTPOs were grouped into two categories. The "first priority" crossing category included only projects addressing crossings of heavily-used roadways and

were limited to near-term projects which have already received some funding. The “emerging” at-grade rail crossing inventory included crossings with expected growth in truck traffic and projects which are in earlier stages of development (likely to proceed after 2020).

The inventory included \$1.1 billion in projects prioritized by MPOs and RTPOs, with many projects not yet costed out. A few of these projects were funded by the 2015 Connecting Washington Act. This study is notable for its linkage of projects and crossings and the overwhelming cost of inventoried projects, demonstrating the need for a prioritized approach to funding.

#### PSRC Gateway Pacific Terminal Study

Grade crossings have also been receiving increased attention in the last few years due, in part, to the proposals for oil and coal terminals which would be served by rail. In 2014, the Puget Sound Regional Council commissioned a [study](#) of the impacts of the increased train traffic serving a proposed SSA Marine coal terminal at Cherry Point in Snohomish County. The study found that the 18 new trains per day passing through the four county region would have benefits as well as costs. Benefits would include upgrades in rail capacity beneficial to the Port of Seattle as well as some job increases. Costs would result from increased traffic delays and property value declines.

The PSRC study focused on 70 crossings of the BNSF mainline which would serve Cherry Point. The two-step process first conducted a city by city analysis and narrowed the list to 34 crossings, or “mitigation opportunities,” based on two criteria: traffic delay due to crossing gate-down time and the impact of increased freight traffic on property values.

The second step collected data on the 34 crossings based on a broader set of criteria (truck volumes, rail freight class/volumes, impacts to emergency services, annual accidents, impacts to environmental justice, and pedestrian activity). Most of these 34 crossings receive a high priority ranking using at least one criteria.

This study is notable for demonstrating the importance of choosing a limited set of criteria as a way to narrow a list of potential investments, the analysis of individual cities, and measurement of traffic delay by calculating gate-down time.

#### Washington Utilities and Transportation Commission, At-Risk Crossings, Oil by Rail Legislative Study

In 2014, the Washington Utilities and Transportation Commission (WUTC) undertook a study of public railroad-highway grade crossings along oil routes. The [2015 summary](#) of the study describes a process which narrowed a list of 347 crossings on oil routes to 14 crossings that are under-protected and would benefit from additional investments in protections, separation or closure. This study is notable for the WUTC’s on-site, in-depth analysis of safety issues presented at individual grade crossings.

#### 2016 Update to the Marine Cargo Forecast, FMSIB and WPPA

The Legislature required the JTC study of road-rail conflicts to consider the results of the updated marine cargo forecast being jointly conducted by FMSIB and the Washington Public Ports Association. The 2016 forecast update is expected to include information about rail capacity needs to accommodate forecasted increases in freight rail traffic. As the forecast update will be in process coincident with the JTC study of road-rail conflicts, it may not be possible to consider the results of the forecast update, instead, coordination between the two efforts will be important.

## **II. SCOPE OF WORK**

### **Purpose**

The goals of this study are:

- An understanding of the current and future mobility and safety problems at grade crossings in the state;
- An understanding of state, local, and private entity policy interests in improving at-grade crossings; and,
- A criteria-based decision-making process for prioritizing statewide investments in at-grade crossing solutions.

The Consultant must submit a final report by December 12, 2016.

### **Advisory Panel**

The JTC will appoint an Advisory Panel to assist the Consultant with identifying areas of state, local, and private sector policy interests. Members will include representatives from the state, local jurisdictions and other stakeholders (see Task 4). The role of the Advisory Panel will be to provide feedback to the consultant on policy questions relating to proposals for database design, prioritizing at-grade crossings for investments in solutions, and organizational structure.

### **Staff Workgroup**

A Staff Workgroup will also provide support throughout the study, reviewing presentations, findings, recommendations, and draft reports prior to Advisory Panel meetings.

## **TASKS TO BE COMPLETED IN STUDY**

Consistent with the major goals of the study, the description of tasks described below is not intended to fully encompass the study tasks, but instead includes the minimum requirements, in order to provide the Consultant with a framework for the study. **Consultants are strongly encouraged to recommend additions and/or alternatives to better accomplish the study's goals.**

### **TASK 1: DATABASE OF ROAD-RAIL CONFLICTS**

The first task of the study is to develop a central database of statewide information on road-rail conflicts for use by the State, local jurisdictions, and other interested parties.

The database will include all public, at-grade crossings in the state, and be designed to identify the prominent, or priority, road-rail conflicts. It is intended that the database will be a publicly available tool, useful and available for any entity, not just those competing for funding through a statewide prioritization process.

The database will also include criteria for purposes of prioritization, or ranking, of crossings.

The Consultant must:

- Identify an initial set of prioritization criteria reflecting impacts including, but not limited to, general and truck traffic delays, emergency vehicle access, and accidents at crossings.
- Identify which criteria represent state, local, and/or private entity policy interests.
- Consider existing criteria for federal and state programs.
- Determine how to measure these criteria.
- Collect available data and identify data gaps for measuring the criteria.
- Modify database elements as needed based on Advisory Panel discussions.

Joint Transportation Committee staff has done some preliminary work identifying key sources of data and information, which will be made available to the consultant at the outset of the study. Please see the Helpful Resources section for more information on data resources.

Deliverables: Database and documentation for future users

## **TASK 2: DEVELOP PRIORITIZATION PROCESS FOR ROAD-RAIL CONFLICTS**

The major goal of the study is a criteria-based decision-making process for prioritizing statewide investments in at-grade crossing solutions. In Task 2, the Consultant will work with the Advisory Panel to develop options for a criteria-based method for prioritizing road-rail conflicts on a corridor basis.

Using the database and other resources as necessary, the Consultant will produce presentation materials describing the problem statement and demonstrating the effects of prioritization. The materials should:

- Provide background information about why road-rail conflicts have recently become a more critical transportation problem,
- Depict the geographic distribution of at-grade crossings and potential corridor groupings;
- Depict how different places experience the mobility, safety and other impacts of those crossings;
- Develop scenarios which display the results of prioritization based on different criteria and different geographic corridors; and,
- Address how future trends may drive changes to these patterns.

The presentation materials may use mapped displays, graphics, or dashboard representations to describe this information.

Facilitated discussions with the Advisory Panel should seek feedback on:

- How to define corridors and prioritize crossings on a corridor basis;
- What criteria should be selected and what weights assigned to rank crossings;
- How sources of funds for improvements may effect criteria;
- Which criteria represent state, local, or private entity policy interests;
- How or whether selected criteria should balance competing or differing areas of policy interest;
- Whether a data-driven prioritization process should be paired with other evaluation methods, for instance, on-site analysis; and,
- How to incorporate projects already prioritized by MPOs and RTPOs.

Deliverables: Presentations and discussion materials for the Advisory Panel  
Presentation on prioritization process options

### **TASK 3: DEVELOP ORGANIZATION STRUCTURE FOR PRIORITIZING INVESTMENTS**

During Task 3, the Consultant will work with the Advisory Panel to develop options for an organizational structure for the prioritization process.

Key questions for the Panel are: Who will use the prioritization process and to what end? Will it be an ongoing state-level program with funding to allocate among projects? Or a partnership of stakeholders selecting an advocacy list of top priority projects? Or both? Or something different?

#### **Organizational approach**

A criteria-based decision-making process may be accomplished by any number of organizational structures, permanent or temporary. Key features of the organizational design should include a statewide perspective, a data-driven emphasis, and opportunities for stakeholder participation.

As part of Task 3, the Consultant will identify and describe organizational approaches to prioritize projects for funding. The Consultant will work with the Advisory Panel to evaluate the various models and identify preferred options.

Facilitated discussions with the Advisory Panel should seek feedback on:

- Is the prioritization process expected to be an ongoing or a one-time effort?
- Who should conduct the prioritization work and who should participate?
- Should the process be on-going or one-time?
- Should there be a dedicated funding source for projects which mitigate impacts at high priority road-rail conflicts and corridors?

Deliverables: Presentations and discussion materials for the Advisory Panel  
Presentation on organizational structure options

### **TASK 4: ADVISORY PANEL AND STAFF WORK GROUP**

The Consultant will work with the Advisory Panel and Staff Workgroup throughout the study.

The Consultant's study proposal must describe how the Advisory Panel will be incorporated into the study tasks.

Specifically, the consultant must describe the number and objective of Advisory Panel meetings needed to:

- Brief the Panel on background information;
- Orient the Panel to the database and its functionality;
- Facilitate Panel discussions of criteria and organizational structure for prioritization,
- Incorporate Panel feedback into option development, and
- Create Panel confidence study findings and recommendations.

The Consultant should generally expect to provide copies of all materials needed for meetings with these workgroups.

#### **Advisory Panel**

The JTC will appoint an Advisory Panel to serve as a key resource to the Consultant. The role of the Advisory Panel will be to provide feedback to the consultant on policy questions relating to proposals for database design, prioritizing rail-road conflicts, and an organizational structure for the prioritization process.

Members will include representatives from:

- Association of Washington Cities,
- Washington State Association of Counties,
- Transportation planning organizations (MPOs/RTPOs),
- Freight Mobility Strategic Investment Board,
- Washington Utilities and Transportation Commission,
- Washington Public Ports Association,
- Washington State Department of Transportation,
- Mainline railroads,
- Other members will be appointed as the need arises.

The role of the Advisory Panel will be to provide feedback to the consultant on proposals for database design and policy questions related to prioritizing road-rail conflicts. Any findings, recommendations and study reports are those of the Consultant, not the Advisory Panel.

### **Staff Workgroup**

A Staff Workgroup will also provide support throughout the study, providing subject matter expertise, reviewing presentations, findings, recommendations, and draft reports prior to Advisory Panel meetings.

The Staff Workgroup will be comprised of staff from the:

- Joint Transportation Committee,
- House and Senate Transportation Committees,
- Governor's Office of Financial Management,
- Association of Washington Cities,
- Washington State Association of Counties,
- Transportation planning organizations (MPOs/RTPOs),
- Freight Mobility Strategic Investment Board,
- Washington Utilities and Transportation Commission,
- Washington Public Ports Association,
- Washington State Department of Transportation,
- Department of Ecology,
- Other members as needed as a resource for the study.



## **TASK 5: DRAFT AND FINAL REPORTS**

The Consultant will prepare draft and final reports for the study, which must make findings and recommendations regarding options for prioritization criteria and organizational models. In addition, the Consultant will provide the database and documentation for future users to the Joint Transportation Committee and the Association of Washington Cities.

The reports must indicate which statutes and/or rules, if any, would need to be changed to enact the Consultant's recommendations.

The Consultant shall present a draft report to the JTC Project Manager and Staff Workgroup approximately one month before the Final Report due-date (preferably by November 10, 2016) for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft report, and incorporate any needed changes.

The JTC desires to have the final report by December 12, 2016. However, if the Consultant determines at the outset of the study that it is not feasible to meet this deadline, please offer an alternative due date, state the reasons why, and include in the proposal an outline of what seems feasible to deliver by December 12, 2016.

Deliverable: Draft and final reports

## **TASK 6: PRESENTATIONS**

The Consultant will attend and provide study updates at the following legislative meetings:

- June 21, 2016, JTC meeting at the Association of Washington Cities' conference in Everett, Washington
- November 15, 2016, presentation of draft final report, JTC meeting in Spokane with the Washington State Association of Counties
- One presentation each to the House and Senate Transportation Committees during the 2017 legislative session, at the Committees' discretion. These two presentations would likely occur on the same day.

The Consultant and Advisory Panel members will be invited to participate in a Rail Tour organized by the Joint Transportation Committee for September 22 and 23. The tour will cover a range of rail projects and issues, including road-rail conflicts.

### **III. CONTRACT DELIVERABLES**

The successful Consultant will provide the following services and deliverables:

1. Within five (5) calendar days of the announcement of the apparent successful Consultant, the Consultant shall submit a work plan to meet the requirements of Section II of this RFP, with any changes necessary based on additional information. The work plan shall include:
  - Specific steps detailing how this study will be carried out
  - The specific tasks to be performed and by whom
  - The specific plan for Advisory Panel meetings
  - The expected duration and level of effort in hours by team member
  - The specific data that will be needed, along with data sources and
  - A schedule for performing the tasks.

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

2. In conducting the study, the Consultant shall coordinate and facilitate the Advisory Panel and Staff Workgroup meetings. The Consultant shall provide all meeting materials. JTC staff will be responsible for scheduling meetings, securing meeting locations, and providing food and refreshments for the meetings.
3. The Consultant Project Manager shall have, at a minimum, twice-monthly scheduled conference calls with the JTC Project Manager. Full or partial consultant team conference calls may be scheduled as needed.
4. The Consultant shall prepare and present to the JTC Project Manager, monthly written progress reports that address and summarize the issues in the Consultant's contracted Scope of Work and Work Plan.
5. The Consultant shall prepare presentation materials as described above in Tasks 1 through 3. The information from these presentations may be used in the Final Report. The Consultant shall present a draft to the JTC Project Manager and Staff Workgroup, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft presentations and incorporate any needed changes.
6. The Consultant shall present a draft report to the JTC Project Manager and Staff Workgroup approximately one month before the report due-date, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft report, and incorporate any needed changes.
7. The Consultant shall submit the final report by December 12, 2015. The draft final report is not final until the four JTC Executive Committee Members have voted to accept it.
8. The Consultant may be requested to make a presentation to the House and Senate Transportation Committees during the 2017 legislative session. The decision will be up to the chairs of the House and Senate Transportation Committees.

9. The Consultant shall deliver copies of the approved Final Report in the following formats:

- 25 printed and appropriately bound color copies
- Electronic version suitable as printing “master” (Word and PDF)
- Electronic version suitable for web-based distribution (PDF)

#### **IV. OVERSIGHT AND ADMINISTRATIVE RESPONSIBILITY**

The JTC will have prime oversight for this study. The clients of this study are the four JTC Executive Committee Members (the Chairs and Ranking Members of the House and Senate Transportation Committees), who are represented in day-to-day study activities by the JTC Project Manager.

JTC staff will be responsible for the following activities:

- Prepare, publish and administer the RFP process.
- Coordinate the Consultant selection process and negotiate the contract.
- Administer the contract (review and approve invoices, ensure milestones are being met, etc.)
- Attend regularly scheduled briefings with Consultant.
- Receive, evaluate and edit Consultant products.
- Oversee communications and meetings between JTC, the Consultant, and the Subject Matter Workgroup and the Staff Workgroup

#### **V. QUALIFICATIONS**

- Bidder must be licensed to do business in the state of Washington.
- JTC shall also examine Bidder for responsibility. Responsibility shall include such measures as insurance coverage that meets state requirements, references, prior experience and satisfaction of existing clients, and other information related to responsibility.

#### **VI. DEFINITIONS**

- **Apparently Successful Bidder or Apparently Successful Consultant** - the Bidder or Consultant selected as the most qualified entity to perform the stated services.
- **Bidder or Consultant** – an entity intending to submit or submitting a proposal for the project.
- **JTC** – Joint Transportation Committee, a Washington State legislative agency governed by an Executive Committee comprised by the Chairs and Ranking Members of the House and Senate Transportation Committees. JTC shall mean the Executive Committee, Committee Coordinator, Project Manager, and/or any other staff of the JTC.
- **JTC Members** – the four Members of the JTC Executive Committee, who are the Chairs and Ranking Member of the House and Senate Transportation Committees.
- **JTC Coordinator** – the Chief Executive Officer of the Joint Transportation Committee.
- **RFP** -- This Request for Proposals, any addendum or erratum thereto, Bidder’s written questions and the respective answers, and any related correspondence that is addressed to all Bidders.

- **Contract definitions** are provided in the State of Washington General Terms and Conditions for personal services contracts in Exhibit A.

## VII. HELPFUL RESOURCES

The following resources were consulted during the preparation of this Request for Proposals. These links are provided for convenience and additional background for preparation of proposals. These resources are not exhaustive, and should not be solely relied upon to the form the basis of a proposal or any subsequent recommendations.

- Washington State Transportation Commission, “WTP 2035: Washington Transportation Plan,” January 2015. [https://wtp2035.files.wordpress.com/2015/01/wtp2035\\_final\\_21-jan-2015.pdf](https://wtp2035.files.wordpress.com/2015/01/wtp2035_final_21-jan-2015.pdf)
- WSDOT State Rail Plan. <http://www.wsdot.wa.gov/Rail/staterailplan.htm>
- WA State Freight Advisory Committee, “WA State Freight Trends & Policy Recommendations” and “First Priority Rail Crossings” <http://www.fmsib.wa.gov/fac.cfm>
- Puget Sound Regional Council Gateway Pacific Terminal study documents: <http://www.psrc.org/transportation/gateway-pacific-terminal-economic-study>
- “Pacific Northwest Marine Cargo Forecast Update and Rail Capacity Assessment, Final Report,” BST Associates and MainLine Management, December 2011. <http://www.wsdot.wa.gov/NR/rdonlyres/E1743FB8-9376-4A4C-8316-14283E42A5F7/0/PNW2011PortRailForecastFinalReport.pdf>
- Washington Utilities and Transportation Commission, At-Risk Crossings, Oil by Rail Legislative Study <http://leg.wa.gov/JTC/Documents/Studies/Road%20Rail%20Study%202016/CrossingPriorityListLegEdition.pdf>
- WUTC Inventory of Public Crossings <http://www.utc.wa.gov/regulatedIndustries/transportation/rail/Pages/CrossingInventory.aspx>
- 2014 Marine and Rail Oil Transportation Study (Dept. of Ecology) <http://www.ecy.wa.gov/programs/spills/oilmovement/2014MRstudy.html>
- GAO, “Freight Transportation: Developing National Strategy Would Benefit from Added Focus on Community Congestion Impacts,” September 2014 <http://gao.gov/products/GAO-14-740>
- FRA/USDOT National Highway-Rail Crossing Inventory <http://safetydata.fra.dot.gov/OfficeofSafety/default.aspx>
- Chicago Metropolitan Agency for Planning, Crossing Delay graphic <http://www.cmap.illinois.gov/mobility/explore#/topic/freight/crossing-delay>

### Notes on data sources

The Washington Utilities and Transportation Commission’s (WUTC) [grade crossing inventory](#) includes many data elements which identify, locate, describe, and measure activity at the state’s railroad crossings. A baseline spreadsheet which is downloadable from the agency’s website only includes a limited subset of the data collected. The WUTC will provide additional data upon request, and requires sufficient lead time to respond to custom data requests.

As of January 2016, the database contained 2,196 public, at-grade rail crossings in the Washington State. Of these, 1,181 were located inside city boundaries. These are crossings of all railroads operating in the state, Class 1 railroads operating mainline service and short line railroads operating local and regional feeder service.

In addition to WUTC data, the PSRC staff analysis was supplemented by calculations of “gate-down” time as well as GIS analyses of impacts to emergency services and environmental justice.

The [Washington State Freight and Goods Transportation System \(FGTS\)](#) is a classification system for roadways, railways, and waterways based on freight volume. WSDOT, with the assistance of the Association of Washington Cities and the County Road Administration Board, updates the FGTS classifications on a periodic basis.

The JTC staff has requested a list of MPO and RTPD prioritized projects which address road-rail conflicts. This work will update some of the survey work done by the Freight Advisory Committee process administered by FMSIB in 2013. The updated project lists are due to the JTC in March 2016.

The FMSIB/WPPA Marine Cargo Forecast Update, being conducted concurrently with the JTC study of road-rail conflicts, may also include collection of data relating to road-rail conflicts.

## VIII. PROJECT BUDGET

The budget for this project shall not exceed a maximum of \$240,000. Any resulting contract for this project will be subject to the standard state of Washington General Terms and Conditions for personal services contracts. A copy is attached to this RFP as Exhibit A.

## IX. INSTRUCTION TO BIDDERS

### A. SUBMISSION OF PROPOSAL

**NOTE:** All times listed below refer to local time in Olympia, Washington.

1. A Letter of Intent to Bid must be submitted either electronically or by paper copy by 5:00 p.m., local time in Olympia, on **February 18, 2016**, and must include company name, address and email address.
2. Bidders must submit nine copies of the proposal and one electronic PDF copy on CD.
3. Bidders must include one paper copy of two samples of previous work similar to this type of project and the internet link to these samples or an electronic copy on CD.
4. Proposals are due no later than **5:00 p.m., local time in Olympia, on March 2, 2016**, whether mailed or hand delivered. Late proposals will not be accepted and will be automatically disqualified. Proposals should be submitted to:
  - Joint Transportation Committee (JTC)
  - Sonia Plasencia, RFP Coordinator
  - P.O. Box 40937
  - 3309 Capital Blvd
  - Olympia, WA 98504-0937
5. Selected bidders will be required to attend oral interviews on **March 17, 2016**, at JTC's offices in Olympia and provide presentations at their expense. Selected bidders will be notified of the time of their scheduled interview and presentation.
6. All proposals and accompanying documentation become the property of the JTC and will not be returned.
7. JTC will not be liable for any costs associated with preparation and presentation of a proposal submitted in response to this RFP. The Bidder assumes responsibility for the travel and associated costs of Bidder personnel as they relate to bidding on this project.
8. In the event it becomes necessary to revise any part of this RFP, an addendum or erratum will be provided to all Bidders who submitted a Letter of Intent to bid.
9. After submission, Bidders will not be allowed to amend their proposal. Responses consisting solely of marketing material are not acceptable and will be rejected.
10. Questions regarding this RFP should be directed to Sonia Plasencia, RFP Coordinator, as the single point of contact for this solicitation, **by email only** to [Sonia.Plasencia@leg.wa.gov](mailto:Sonia.Plasencia@leg.wa.gov). Inquiries concerning clarification of some aspect of the RFP will be accepted beginning at 10:00 a.m. on **February 9, 2016**. No inquiries concerning the RFP will be accepted after 5:00 p.m., local time in Olympia, on **February 18, 2016**. By **February 19, 2016**, responses to inquiries will be transmitted to all Bidders who have submitted a Letter of Intent to Bid.

## **B. LETTER OF SUBMITTAL**

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

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

## **C. PROPOSAL FORMAT**

Seven copies of the proposal must be submitted on eight and one-half by eleven (8 1/2x11) inch paper with tabs separating the major sections of the proposal and one electronic PDF copy on CD. The five major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit B).
2. Technical Approach
  - The Technical Approach should respond to Tasks 1-6 of the Scope of Work, Section II of this RFP, not to exceed ten pages. This page limitation does not include resumes, qualifications, work samples, the Letter of Submittal or signed Certifications and Assurances form.
  - The Technical Approach should describe the approaches, methodologies, and techniques that will be used to undertake each of these tasks and produce the deliverables; and shall identify each person responsible for each task. It should describe in as much detail as possible the anticipated tasks, levels of effort, schedules, and coordination work required to undertake the Tasks.
3. Management Approach
  - The Management Approach shall describe how your firm proposes to organize, manage, control, and report on the status of the study. Identify all critical milestones. It should include the following:
    - A statement of qualifications to conduct this work.
    - Identification of the individual(s) who will do the actual work being proposed, with attached professional resumes. Please keep resumes as concise as possible.

- An organization chart indicating the lines of authority for all personnel involved in performance of the potential contract.
  - A description of staff responsibilities and the amount of time they will devote to the project by task or topic area.
  - Bidders must include one paper copy of two samples of previous work similar to this type of project and the Internet link to these samples or an electronic copy on CD.
4. Cost Approach
- The total cost of this work in a detailed budget, including direct and indirect labor, travel, and any other expenses (itemized). The cost description shall identify projected work hours and hourly rate(s) for each employee, by name and task, who will be assigned to this project.
5. References
- Include three references with whom your firm and the proposed Consultant Project Manager has done similar work. For each reference, include name, title, organization, address, phone number and email address. References shall not include staff of the Joint Transportation Committee, nor Washington State House or Senate Transportation Committee staff.

## **X. EVALUATION CRITERIA**

Proposals will be reviewed and evaluated by a panel selected by the JTC. After the initial evaluations, the JTC will select a small group of Bidders as finalists for oral interviews and presentations to the evaluation panel. Commitments made by the Bidder at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful bidder.

Written proposals submitted in response to this RFP will be evaluated and weighted on the following three categories. This evaluation will be used solely for selecting Bidders to be invited to make an oral presentation.

- Technical Approach (55%)
  - Proposed project approach and methodology
  - Quality of work plan
  - Feasibility of proposed schedule
  - Description of proposed deliverables
- Management Approach (40%)
  - Project team structure internal controls
  - Staff qualifications & resumes
  - Relevant experience with projects of similar complexity & type
  - Other applicable experience
- Cost Approach (5%)
  - Quality of detailed budget
  - Reasonableness of cost approach
  - Total project cost



## **XI. ESTIMATED SCHEDULE OF ACTIVITIES**

Letters of Intent to Bid due	February 18, 2016
Due date for proposals	March 2, 2016
Oral Interviews	March 17, 2016
Announce apparently successful Bidder	Approximately March 18, 2016
Estimated contract start date	March 30, 2016
Kick-off meeting with Staff Workgroup	The week of April 11, 2016 or as soon thereafter as possible
Study update to JTC	June 21, 2016 in Everett, Washington
Final report due	December 12, 2016
Present draft final Report to JTC	November 15, 2016, in Spokane, Washington
Potential presentations to House and Senate Transportation Committees	Likely in January 2017 (both presentations likely on the same day)

## **XII. PROPRIETARY INFORMATION**

All proposals received shall become public record, but shall remain confidential until the successful bidder resulting from this RFP, if any, is announced. Thereafter, proposals shall be available for public inspection and copying as required by Chapter 42.56 RCW (the principal Washington State statute pertaining to accessibility to public records) except as exempted in that chapter or by other law. Bidders are advised that the permissible exemptions from public disclosure pursuant to Chapter 42.56 RCW are very narrow in scope and will be strictly construed. In the event that a bidder desires to claim portions of its proposal as exempt from disclosure under the provisions of the aforementioned RCW, it is incumbent upon that bidder to clearly identify those portions in a proposal transmittal letter. The transmittal letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. Further, each page claimed to be exempt must be clearly identified by the word "CONFIDENTIAL" printed on the lower right-hand corner of the page. ***Designating the entire proposal as confidential is not acceptable and will not be honored.***

**NOTE:** The proposal of the successful bidder will be attached to the resulting contract and incorporated therein by that attachment. Therefore, as part of a public state agency contract, the *entirety* of the successful bidder's proposal will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should a successful bidder obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its proposal prior to the execution of the contract incorporating the same, the JTC shall comply with the court order. The burden is upon the successful bidder to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly. Timeliness will be of the essence; a delay in execution of the contract to accommodate a petition to the courts will not be allowed.

### **XIII. JTC RIGHTS**

1. Determination of clarity and completeness in the responses to any of the provisions in this RFP will be made solely by the JTC. The JTC reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.
2. The JTC reserves the right to reject any or all proposals at any time prior to the execution of a contract acceptable to the JTC, without any penalty to the JTC.
3. The JTC intends to award the contract to the Bidder with the best combination of attributes based on the evaluation criteria listed in Section X of this RFP. This RFP does not, however, obligate the JTC to contract for services herein.
4. Should the JTC fail to negotiate a contract with the Apparently Successful Bidder, the JTC reserves the right to negotiate and contract with the next most qualified Bidder.
5. The JTC reserves the right to waive specific terms and conditions contained in this RFP.
6. It shall be understood by Bidders that their proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the Bidder has obtained such a waiver, in writing, from the JTC prior to submission of the proposal. Any such waiver will be granted to all Bidders.
7. The JTC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Bidder's proposal.

*Thank you for your interest.*

## GENERAL TERMS AND CONDITIONS

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

- A. The "Joint Transportation Committee," or "JTC," shall mean the Washington State Joint Transportation Committee, any division, section, office, unit, or other entity of JTC or any of the officers or other officials lawfully representing the JTC.
- B. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing services under this contract, and shall include all employees of the Contractor.
- C. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

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

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

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

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

CHANGES AND MODIFICATIONS -- The JTC may, at any time, by written notification to the Contractor, make changes in the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; *provided*, however, that the JTC may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

In the event this contract is terminated as provided above, JTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of JTC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided

by law. The existence of facts upon which the JTC makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

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

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

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

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

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

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

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

INDUSTRIAL INSURANCE COVERAGE -- The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract as required under Title 51 RCW. JTC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any Subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

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

LIMITATION OF AUTHORITY -- Only the JTC shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the JTC.

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

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

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

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, <http://dor.wa.gov/Content/Home/Default.aspx>, and be responsible for payment of all taxes due on payments made under this contract.

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

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

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

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

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

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

SEVERABILITY – The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

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

TERMINATION FOR CAUSE – In the event the JTC determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the JTC has the right to suspend or terminate this contract. In such event the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the mailing, advertising, and staff time.

A termination shall be deemed a “Terminate for Convenience” if it is determined that the Contractor (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence.

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

TERMINATION PROCEDURE -- Upon termination of this contract, JTC, in addition to any other rights provided in this contract, may require the Contractor to deliver to JTC any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

TREATMENT OF ASSETS--

1. Title to all property furnished by JTC shall remain in JTC's office. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost

under this contract, shall pass to and vest in JTC upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in JTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by JTC in whole or in part, whichever first occurs.

2. Any property of JTC furnished to the Contractor shall, unless otherwise provided herein or approved by the JTC, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of JTC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any JTC property is lost, destroyed or damaged, the Contractor shall notify JTC immediately and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender to JTC all property of JTC prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

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

**Exhibit B**

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the JTC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the JTC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the JTC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. The bidder certifies that no condition exists with respect to the bidder, or any of its employees, regarding any current or past relationship with the JTC, WSP, or agencies that violate Chapter 42.52 RCW, the "Ethics in Public Service" Law.

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Signature of Bidder

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Title

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Date