



**STATE OF WASHINGTON**  
**ENERGY FACILITY SITE EVALUATION COUNCIL**  
**OLYMPIA, WASHINGTON**  
**REQUEST FOR PROPOSALS**

**PROJECT TITLE:**  
**Independent Consulting Services for Environmental  
Review of Whistling Ridge Energy Project**

**PROPOSALS DUE BY: 5:00 p.m., April 24, 2009**

**EXPECTED TIME PERIOD FOR CONTRACT: 18 Months**

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

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## **1. INTRODUCTION**

### **1.1 PURPOSE AND BACKGROUND**

The Energy Facility Site Evaluation Council hereafter called "EFSEC," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in conducting an independent review of an Application for Site Certification (ASC) and a State Environmental Policy Act (SEPA) and possible joint SEPA/ National Environmental Policy Act (NEPA) Scoping review of the Whistling Ridge Energy Project (Project). EFSEC has received an ASC from Whistling Ridge Energy LLC, for the proposed Project, a 75 megawatt wind power electrical generation facility to be located in Skamania County.

EFSEC is the lead agency under SEPA. The scope of this contract is to assist EFSEC in its review of the ASC and SEPA scoping activities including preparation of a SEPA scoping document that narrows the scope of an Environmental Impact Statement (EIS), to the probable significant adverse impacts and reasonable alternatives for the project.

The winning contractor(s) may also be asked to negotiate for other work or studies on other matters, which the Council deems essential to an adequate appraisal of the proposed project throughout EFSEC's review process, including possible coordination with a NEPA review.

As required by Section 80.50.030 of the Revised Code of Washington the Washington State Department of Community Trade and Economic Development (CTED) provides all administrative and staff support for EFSEC. The director of CTED has supervisory authority over EFSEC staff and is required to employ personnel as necessary to fulfill EFSEC responsibilities.

### **1.2 OBJECTIVE**

EFSEC is seeking a firm or firms to perform the following activities:

- Provide assistance in developing and conducting at least one SEPA/NEPA public scoping meeting;
- Prepare a recommendation on SEPA/NEPA scoping issues for development of an EIS;
- As needed, provide EFSEC with environmental and technical expertise; and
- If needed, coordinate or assist a SEPA/NEPA review.

Work assigned under this contract will be for this project only.

### **1.3 MINIMUM QUALIFICATIONS**

- The Consultant must be licensed to perform work in Washington State.
- The Consultant must be insured as follows: liability insurance, and a valid Washington State driver's license.

### **1.4 FUNDING**

Any contract awarded as a result of this procurement is contingent upon the availability of funding. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Work under this contract will be by Task Order. Task Orders shall be issued only after funding is authorized by the proponents of the project.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 1, 2009 and to end on December 31, 2010. Amendments extending the period of performance, if any, shall be at the sole discretion of EFSEC.

## 1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

**CTED** – The Department of Community Trade and Economic Development is the agency of the state of Washington that provides staffing and administrative support to EFSEC.

**Consultant** – Individual or company submitting a proposal in order to attain a contract with EFSEC.

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

**EFSEC** – The Energy Facility Site Evaluation Council is the agency of the state of Washington that is issuing this RFP.

**EFSEC Chair** – The Chair of the Energy Facility Site Evaluation Council appointed by the Governor of Washington State.

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

**RFP Coordinator** – The EFSEC staff person acting as the point of contact for this procurement.

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

## 1.7 ADA

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

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in EFSEC for this procurement. All communication between the Consultant and EFSEC upon receipt of this RFP shall be with the RFP Coordinator.

Name	Stephen Posner, Compliance Manager
Address	PO Box 43172 905 Plum Street, SE., 3 <sup>rd</sup> floor
City, State, Zip Code	Olympia WA 98504-3172
Phone and FAX Numbers	360-956-2063 FAX: 360-956-2158
E-Mail Address	<a href="mailto:stephenp@EFSEC.wa.gov">stephenp@EFSEC.wa.gov</a>

Any other communication will be considered unofficial and non-binding on EFSEC. Consultants are to rely on written statements issued by the RFP Coordinator.

Communication directed to parties other than the RFP Coordinator or designated EFSEC staff may result in disqualification of the Consultant.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<b>Task</b>	<b>Date</b>
Issue Request for Proposals	April 2, 2009
Proposals due	April 24, 2009
Questions and Answers Period	April 27-28, 2009
Evaluate proposals	April 29-30, 2009
Conduct oral interviews with finalists, if required	May 1, 2009
Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers	May 4, 2009
Negotiate contract	May 5-8, 2009
File contract with Office of Financial Management (10-working day filing period may be required)	May 11, 2009
Begin contract work	May 26, 2009

EFSEC reserves the right to revise the above schedule.

## 2.3 PROPOSED TASKS

EFSEC has received an Application for Site Certification (ASC) under Chapter 80.50.RCW and Chapter 463-60 WAC to site the Whistling Ridge Energy Project, a 75 megawatt wind power electrical generation facility (Project) located in Skamania County.

The consultant selected by EFSEC under this RFP will be responsible for and will conduct the following activities:

- a. Assist with the planning and coordination, as well as participating in at least one public SEPA scoping meeting to be held in the county where the Project is located and one agency scoping meeting to be held in Olympia or in the county where the Project is located.
- b. Provide a recommendation to EFSEC regarding the scope (the narrowing of issues and alternatives that need to be evaluated) of an Environmental Impact Statement (EIS) under EFSEC's SEPA review authority.
- c. Assist with the review of applicant prepared ASC. Prepare report on the adequacy of the ASC.
- d. Assist with the review of applicant prepared Draft Environmental Impact Statement (DEIS). Prepare report on the adequacy of the DEIS prior to agency issuance as required by SEPA and possibly NEPA.
- e. Provide as needed, technical assistance and/or additional studies or research on environmental, social and economic matters that may arise throughout EFSEC's review of the Project. If the Council determines additional work is needed it will negotiate the scope and budget for this work prior to issuing a task order.
- f. It is possible that EFSEC may need to coordinate its SEPA review with one or more federal agencies for a NEPA review of the Project. If the Council determines that it

will coordinate with those federal agencies in a joint SEPA/NEPA EIS process, it may ask the Consultant to possibly work on the development of the scope of the joint NEPA/SEPA EIS documents. This work would require negotiating a specific scope and budget for this task.

Please Note: EFSEC may request the Consultant to ensure that information regarding existing resources, impacts to resources, and mitigation are thoroughly documented in environmental documents prepared by the applicant. EFSEC has a contract with the Department of Fish and Wildlife to assess the adequacy of mitigation for impacts to fish, wildlife, avian species and habitat that result from implementation of the Project and is seeking to contract with the Department of Ecology for wastewater and air discharge permits. The Consultant will be expected to coordinate with these agencies to incorporate their findings and observations as part of the Project.

**Deliverables:**

**SEPA/NEPA Scoping Meetings** – As required by RCW 80.50.090, EFSEC is required to conduct an informal public hearing at a location as close to the proposed site as practicable. It is anticipated that as part of this hearing EFSEC will conduct a public SEPA and possible joint SEPA/NEPA scoping meeting. The Consultant, in coordination with EFSEC staff, will help prepare materials (handouts and posters) for at least one public scoping meeting to be held in the county where the Project is located. The consultant will be asked to lead the SEPA and possible joint SEPA/NEPA scoping part of the public meeting. In addition EFSEC anticipates that there will be at least one or more additional scoping meetings to inform and elicit comments from tribes, non-governmental organizations, federal, state, and local agencies on the project. This meeting may be held in Olympia, in the county where the Project is located, or in a location convenient to those agencies attending.

If EFSEC is coordinating with federal agencies in a joint SEPA/NEPA document, the scoping meetings may be coordinated and/or consolidated with the federal NEPA process.

**SEPA (NEPA) Scoping and Report** – The consultant will lead the efforts to produce a Scoping Report. This Scoping Report will identify issues, adverse impacts, and mitigation and narrow those down to the probable significant adverse impacts and reasonable alternatives for the project that are required to be evaluated in an EIS.

EFSEC rules (Chapters 463-60 WAC and 463-62 WAC) require an ASC to include substantive information regarding the project, the environment, socioeconomic impacts, as well as adverse impact mitigation. This information is similar to the information required to prepare SEPA documents. Using its technical expertise the consultant shall determine through its own review of the ASC, the public SEPA/(NEPA) scoping meeting, and other scoping activities, the issues and mitigation that should be evaluated in an EIS for the Project.

It is anticipated that the Scoping Report will be used as a guide for the applicant to prepare the Draft EIS for EFSEC's review. However, if through scoping EFSEC determines additional information is needed for the draft EIS, the consultant may be asked to review any new information, data, or reports provided by the applicant.

EFSEC expects the scoping report to be delivered approximately 15 days after the end of the scoping comment period.

If EFSEC is coordinating with federal agencies in a joint SEPA/NEPA document, the scoping document may be coordinated and/or consolidated with the federal NEPA process.

**Application Review** – The consultant will assist EFSEC in the review of the ASC and prepare a report on the adequacy of the ASC.

**DEIS Review – The consultant will assist EFSEC in the review of the DEIS and prepare a report on the adequacy of the DEIS.**

**Technical Assistance and Studies as Required** – The consultant may be requested to provide technical assistance and expertise in reviewing or assessing information or studies, and/or conduct studies related to environmental or socioeconomic issues throughout EFSEC’s review process (estimated to be up to 13 months). Deliverables will be negotiated prior to issuing specific task orders for this work.

## **2.4 SUBMISSION OF PROPOSALS**

Proposals may be submitted in hard copy or electronically. Proposals may not be transmitted via facsimile.

If submitting the proposal in hard copy, the following information is applicable. Consultants are required to submit three (3) copies of their proposal. One (1) copy must have original signatures. The proposal, whether mailed or hand delivered, must be received by EFSEC no later than 5:00 p.m. local time in Olympia, Washington, on April 24, 2009. The proposal is to be sent to the RFP Coordinator at the address shown above. The envelope should be clearly marked to the attention of the RFP Coordinator, who is EFSEC’s sole point of contact for this procurement.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. EFSEC assumes no responsibility for delays caused by any delivery service.

If submitting the proposal electronically, the following information is applicable. Proposals being submitted electronically must be submitted as an attachment to an e-mail to the RFP Coordinator named above. Proposals must arrive by 5:00 p.m. local time in Olympia, Washington, on April 24, 2009. Attachments to e-mail shall be on Microsoft Word software. Zipped files cannot be received by EFSEC and cannot be used for submission of proposals. Consultants submitting proposals via e-mail shall also send copies of the cover submittal letter and the certifications and assurances with original signatures to the RFP Coordinator. EFSEC does not assume responsibility for any problems in the e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of EFSEC and will not be returned.

## **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of EFSEC. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Manager of EFSEC, or the Manager’s Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" EFSEC will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, EFSEC shall maintain the confidentiality of the Consultant's information per the court order.

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

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail or in hardcopy to all who were sent the RFP.

If you download this RFP from the EFSEC website located at [www.efsec.wa.gov](http://www.efsec.wa.gov), you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/EFSEC answers.

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

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 4 days for acceptance by EFSEC from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

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

EFSEC also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.10 MOST FAVORABLE TERMS**

EFSEC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. There will be no best and final offer procedure. EFSEC does reserve the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as the apparent successful contractor, EFSEC reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in

incorporation of some or the Consultant's entire proposal. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

#### **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

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

#### **2.12 COSTS TO PROPOSE**

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

#### **2.13 NO OBLIGATION TO CONTRACT**

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

#### **2.14 REJECTION OF PROPOSALS**

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

#### **2.15 COMMITMENT OF FUNDS**

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

#### **2.16 ELECTRONIC PAYMENT**

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

#### **2.17 INSURANCE COVERAGE**

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

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

##### **Liability Insurance**

- a. Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not



less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the

General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

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

- b. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto."

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

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

### **Worker's Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to

the full extent applicable. The state of Washington will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper, preferably with tabs separating the major sections of the proposal. Electronic submittals shall be formatted to print on this size paper. The four major sections of the proposal are to be submitted in the order noted below:

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

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

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

#### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

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

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

### 3.2 TECHNICAL PROPOSAL (SCORED/MANDATORY)

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

- A. **Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of EFSEC staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. **Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- F. **Risks** - Ask the consultant to address potential risks associated with this contract. Examples include:

#### Overall Risk

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to EFSEC's contract manager.

#### Specific Risks

- Outline a proposal for minimizing staff turnover and its impact on EFSEC's contract management staff.
- Provide a business continuation plan that illustrates how you will monitor and manage through times of labor disruption, loss of facility and/or key staff/personnel.

### 3.3 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED/MANDATORY)

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

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

**B. Experience of the Consultant (SCORED/MANDATORY)**

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
  - Wind or other power projects.
  - Large construction projects.
  - SEPA and NEPA scoping activities.
  - Development of SEPA/NEPA scoping and/or other SEPA/NEPA documents
  - The review process for ASCs pursuant to EFSEC statute and regulations.
  - Involvement with highly controversial projects.
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

**C. References (SCORED/MANDATORY)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant and staff proposed to provide the services must grant permission to EFSEC to contact references, and others for whom services have been provided. Do not include current EFSEC staff as references. References will be contacted and scored for the top-ranking proposal(s) only.

**D. Related Information (MANDATORY)**

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter.

EFSEC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

**E. OMWBE Certification (Optional)**

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

**3.4 COST PROPOSAL**

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

**A. Identification of Costs (SCORED/MANDATORY)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

**4. EVALUATION AND CONTRACT AWARD**

*ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.*

**4.1 EVALUATION PROCEDURE**

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

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

**4.2 CLARIFICATION OF PROPOSAL**

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

**4.3 EVALUATION WEIGHTING AND SCORING**

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

Technical Proposal – 35%		70 points
Project Approach/Methodology	15 points (maximum)	
Quality of Work Plan	35 points (maximum)	
Project Schedule	10 points (maximum)	
Project Deliverables	10 points (maximum)	

Management Proposal – 30%	60 points
Project Team Structure/Internal Controls	15 points (maximum)
Staff Qualifications/Experience	15 points (maximum)
Experience of the Consultant	30 points (maximum)
Cost Proposal – 35%	<u>70 points</u>
Sub-Total	200 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>	<b>200 points</b>

References will be contacted by EFSEC for the top-scoring proposer(s) only and will then be scored and added to the total score.

#### **4.4 ORAL PRESENTATIONS MAY BE REQUIRED**

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. EFSEC, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should EFSEC elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

*Note: The scores from the written evaluation and the oral presentation may be combined to determine the apparently successful contractor.*

#### **4.5 NOTIFICATION TO PROPOSERS**

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

#### **4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conversation may be scheduled with an unsuccessful Proposer. The request should be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.7 PROTEST PROCEDURE**

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

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

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

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

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

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

Upon receipt of a protest, a protest review will be held by EFSEC. The EFSEC Manager or an employee delegated by the Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

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

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

## **5. RFP EXHIBITS**

Exhibit A Certifications and Assurances

Exhibit B \_\_\_\_\_ Contract including General Terms and Conditions





**CONTRACT FOR PERSONAL SERVICES  
BETWEEN**

**STATE OF WASHINGTON  
ENERGY FACILITY SITE EVALUATION COUNCIL**

**AND**

**SPECIAL TERMS AND CONDITIONS**

**1. PARTIES TO THE CONTRACT**

This Contract is made and entered into by and between the State of Washington, Energy Facility Site Evaluation Council, hereinafter referred to as "EFSEC" or "Council", and the below named firm, hereinafter referred to as "Contractor" or "\_\_\_\_\_":

Contractor Name:  
Address:  
City, State & Zip Code:  
Phone:  
E-mail Address:  
Washington State UBI No.:  
Federal ID No.:

**2. CONTRACT MANAGEMENT**

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

Contract/Technical Managers for the Contractor are:	Contract Manager for EFSEC is:
Name: Address: City, State Zip Code: Phone: Fax: E-mail address:	Name: Address: <b>PO Box 43172</b> City, State Zip Code: <b>Olympia, WA 98504-3172</b> Phone: Fax: <b>(360) 956-2158</b> E-mail address: <b>@cted.wa.gov</b>

**3. PURPOSE**

The purpose of this Contract is to \_\_\_\_\_

EFSEC is authorized under 80.50.040 RCW and 80.50.071 to enter into this Contract. EFSEC does not have sufficient staff to perform the services required by this Contract. The Contractor has the time and knowledge to perform the independent consultant services required by this Contract.

**4. SCOPE OF WORK**

**A. Scope of Work**

The Contractor will provide services and staff, and otherwise do things reasonably necessary for or incidental to the performance of work, as outlined below and set forth in Attachment A – Scope of Work (**also referred to as Task Order** \_\_\_).

The Contractor shall produce written reports or other written documents and oral reports (deliverables) by the dates indicated in the Scope of Work and Project Schedule (Attachment B).

All deliverables required under this Contract must be delivered to the EFSEC Contract Manager, in accordance with the Scope of Work/Task Order 1, and any subsequent Task Orders. Any oral reports required under this Contract must be presented at the location requested by EFSEC.

**B. General Terms and Conditions**

Attachment C contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the Council and the Contractor, and specific obligations of both parties.

**C. Task Orders/Additional Work**

All services provided under this Contract shall be by Task Order as negotiated and agreed upon by EFSEC and the Contractor. Each Task Order shall specify the tasks, deliverables, schedule, and budget for the work to be done.

**D. Standard of Care**

Services performed by the Contractor will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions subject to the time limits and financial, physical or any other constraints applicable to the services. No warranty, express or implied is made.

**5. PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from 2009 through 2009.

**6. COMPENSATION AND PAYMENT**

**A. Task Order 1 Compensation**

The Council shall pay an amount not to exceed \$\_\_\_\_\_ for the performance of the services set forth in the Scope of Work/Task Order 1 and the expenses set forth in Section D below. See Attachment D – Budget Cost Sheet 1 – for a detailed breakdown of Contractor costs.

**B. Total Compensation**

The maximum amount of reimbursement available to the Contractor for the work to be performed under the terms of this Contract is \$\_\_\_\_\_.

**C. Hourly Rates**

The Contractor's compensation for services rendered shall be based on the hourly labor rates identified in Attachment D – Cost Sheet 1 (with hourly labor rates).

**D. Expenses**

The Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the Council as reimbursable. The maximum amount to be paid to the Contractor under Task Order 1 for authorized expenses shall not exceed \$\_\_\_\_\_, which amount is included in the Contract total above. Such expenses may include but are not limited to: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. The Contractor shall receive compensation for travel expenses at the current state travel reimbursement rates.

To receive reimbursement, the Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when. Receipts must be attached to the invoices for reimbursement for all expenses except meals and mileage. Travel and other expenses identified in this section must be related to work directly performed under an approved task order.

**7. BILLING PROCEDURES**

The Council will pay the 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 include the Contract Number and describe and document to the Council's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, the Contractor will provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

**Contract Title:**

The rates charged shall be in accordance with those agreed to in this Contract and in the appropriate Task Order. The invoices shall be presented on the required state forms (A-19).

Payment shall be considered timely if made by EFSEC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated in writing by the Contractor.

The Council 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.

**8. 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 Council. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Council for any breach in the performance of the Contractor's duties.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any Subcontracts and shall require Subcontractors to comply with such.

**9. OFM FILING REQUIREMENT**

This Contract was competitively solicited. Under the provisions of Chapter 39.29 RCW, this Contract is required to be filed by the Council with the Office of Financial Management (OFM) for approval. No contract required to be so filed is effective nor shall work commence under it until the tenth (10<sup>th</sup>) working day following the date of filing, subject to OFM approval.

**10. INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required herein shall be issued by an insurance company/ies authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the Council thirty (30) calendar days advance notice of any insurance cancellation or modification.

## Contract Title:

The Contractor shall submit to the Council within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this *Insurance* section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, 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.

**Automobile Liability.** In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, 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.

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name CTED as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at CTED's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that CTED will be provided thirty (30) days advance written notice of cancellation.

Contract Title:

11. ORDER OF PRECEDENCE

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

- Applicable federal and State of Washington statutes and regulations.
- Special Terms and Conditions as contained in this basic Contract instrument.
- Attachment A -- Scope of Work/Task Orders issued under this Contract.
- Attachment C – General Terms and Conditions.
- Attachment D – Budget/Project Costs.
- Attachment B – Project Schedule.
- Attachment E – Project Staffing.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

THIS CONTRACT, consisting of 6 pages and 5 attachments, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

Energy Facility Site Evaluation Council

\_\_\_\_\_  
Signature

\_\_\_\_\_  
EFSEC Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date