

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

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

Company Name:	Ross Strategic
Address:	1218 Third Avenue, Suite 1207 Seattle, WA 98101
Phone:	(206) 447-1805
FAX:	(206) 447-0956
Email:	tbeierle@rossstrategic.com
WA State UBI Number:	601-342-274

**BACKGROUND**

In June 2016, the leaders of California, Oregon, Washington, and British Columbia, working together as the Pacific Coast Collaborative (PCC), signed the Pacific Coast Climate Leadership Action Plan, renewing their commitment to work together on climate change and clean energy. The new plan is an update to the Pacific Coast Action Plan on Climate and Energy, signed in 2013.

At the same time, the West Coast leaders also signed the Pacific North America Climate Leadership Agreement, whereby the cities of Vancouver (BC), Seattle, Portland, San Francisco, Oakland and Los Angeles have now joined with the PCC in the efforts to reduce emissions and grow jobs.

These new accords commit the West Coast jurisdictions to a wide range of actions, ranging from working with the cities to improve energy efficiency in commercial buildings, with other nations to address the global threats of ocean acidification, and with disadvantaged residents who bear the brunt of climate change impacts.

The staff from all the signatory jurisdictions are now working to implement these new agreements, with a focus on deliverables due later this year, and early next year.

## **PURPOSE**

Under the direction of the AGENCY, in consultation with the other signatory jurisdictions, the CONTRACTOR will provide essential support to Washington and the West Coast jurisdictions to implement the Pacific Coast Climate Leadership Action Plan, and the related Pacific North America Climate Leadership Agreement. This will include project management, event and meeting facilitation, policy analysis and technical assistance, communications, and other support as needed to implement the agreements, involving both senior and line staff within the jurisdictions, and other government and private parties engaged in the work of the Pacific Coast Collaborative (PCC).

## **SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B – Statement of Work & Deliverables.
- C. The CONTRACTOR shall produce the written reports or other deliverables by the dates indicated in Exhibit B – Statement of Work & Deliverables. All reports shall comply with the standards as laid out in Exhibit D – OFM Style, Design and Graphics Guidelines for Contractors

## **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from October 7, 2016, or date of execution, whichever is later, through June 30, 2017.

## **DES FILING REQUIREMENT**

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

## **COMPENSATION**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed two hundred thousand dollars (\$200,000.00). CONTRACTOR'S compensation for services rendered shall be based on the summary table set forth in Exhibit C, Compensation and Budget.

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$7,000.00, which amount is included in the contract total above.

Such expenses may include telephone, web conferencing, and materials and supplies, as well as airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Compensation for travel expenses shall be made at current state of Washington reimbursement rates (State Administrative & Accounting Manual Section 10.90 <http://www.ofm.wa.gov/policy/10.90.htm>)

**BILLING PROCEDURES AND PAYMENT**

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the specific Task, the name of the person who did the work and their corresponding hourly rate, the number of hours spent, and fees. The invoice shall include the contract reference number K1947. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

**CONTRACT MANAGEMENT**

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

<b>ROSS STRATEGIC Contract Manager</b>	<b>AGENCY Contract Manager</b>
Dan Pletsch Ross Strategic 1218 3rd Ave, Suite 1207 Seattle, WA 98101 Phone : (206) 447-1805 Mobile: (206) 792-4080 Email address: <a href="mailto:dpletsch@rossstrategic.com">dpletsch@rossstrategic.com</a>	Jim Cahill WA Office of Financial Management P.O. Box 43113 Olympia, WA 98504-3113 Phone: (360) 902-0569 Email address: <a href="mailto:jim.cahill@ofm.wa.gov">jim.cahill@ofm.wa.gov</a>

## **INSURANCE**

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

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

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

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

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

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

## **ASSURANCES**

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

## **ORDER OF PRECEDENCE**

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions

4. Exhibit B – Statement of Work and Deliverables
5. Exhibit C – Compensation and Budget
6. Exhibit D – The Office of Financial Management, Style, Design and Graphics Guidelines for Contractors
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

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

**CONFORMANCE**

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

**APPROVAL**

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

**ROSS STRATEGIC**

**OFFICE OF FINANCIAL MANAGEMENT**

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Signature  
**Chief Operating Officer**

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Title Date

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Roselyn Marcus

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Assistant Director Date  
 Legislative & Legal Affairs

**Contractor Information:**

Did you retire from a Department of Retirement Systems (DRS) covered employer under the Early Retirement Factors (ERF) 2008?

Yes  No

Is your business a Small, Mini, or Micro Business, per RCW 39.26.101?

Yes  No

**Small Business** means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(I) Fifty or fewer employees; or

(II) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW

**Mini Business** means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.

**Micro business** means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.

**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

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

- a. "AGENCY" shall mean the Office of Financial Management of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- b. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- c. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- d. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180(2), the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. AMENDMENTS**

With the exception of administrative changes, this contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

**5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

**7. ATTORNEYS' FEES**

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

**8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

**9. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**10. COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right,

title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

#### **11. COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**12. DEBARMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

a. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- 4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

b. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.

c. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AGENCY.

d. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- 1) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

### **13. DISALLOWED COSTS**

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

### **14. DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

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

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

**15. DUPLICATE PAYMENT**

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

**16. GOVERNING LAW**

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

**17. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

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

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

**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue

to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**19. INDUSTRIAL INSURANCE COVERAGE**

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

**20. LICENSING, ACCREDITATION AND REGISTRATION**

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

**21. LIMITATION OF AUTHORITY**

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

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

**23. NONDISCRIMINATION**

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

**24. PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees,

subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

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

## **25. PUBLICITY**

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

## **26. RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

## **27. REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **28. RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal

government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**29. SAVINGS**

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

**30. 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.

**31. SITE SECURITY**

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**32. SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts.

CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

**33. TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**34. TERMINATION DUE TO CHANGE IN FUNDING**

If the funds OFM relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, OFM may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

**35. TERMINATION FOR CAUSE**

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**36. TERMINATION FOR CONVENIENCE**

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

**37. TERMINATION PROCEDURES**

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

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

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

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

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in

the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

**38. TREATMENT OF ASSETS**

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

**39. U.S. Department of Treasury, Office of Foreign Assets Control**

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

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

**40. WAIVER**

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

**Exhibit B**  
**Statement of Work & Tasks/Deliverables**

**A. STATEMENT OF WORK**

Under the direction of the state of Washington, which will consult with the other PCC state/province and city jurisdictions that are parties to the agreements (henceforth referred to collectively as “PCC jurisdictions”), the Contractor will provide consulting, project management, and logistical support to discussions and regional collaboration. Projects may include:

- Ongoing coordination of the PCC Leads (senior staff from the PCC jurisdictions assigned to the PCC) through monthly calls and semi-annual in-person meetings to track progress on implementation of the 2016 Action Plan and 2016 PNACLA and adjust implementation strategies as needed.
- Ongoing support for ‘Telling the West Coast Story’ of climate policy implementation and impact on the Pacific Coast, including PCC jurisdiction coordination and engagement to highlight the critical role of subnationals and the PCC and its partnership with the West Coast cities as a model for regional, national, and international collaboration on climate change.
- Support for PCC jurisdiction collaboration to address socioeconomic inequities and improve access to clean energy technologies and solutions, including working with the West Coast cities on equity initiatives.
- Support for PCC jurisdiction collaboration to align different policies and programs to create a robust regional market for low carbon transportation fuels.
- Ongoing support for regional collaboration on the design and implementation of carbon pricing policies in PCC jurisdictions, including supporting opportunities for joint analysis, policy harmonization, and linkage among carbon pricing programs.
- Ongoing support for zero emission vehicles, including the electrification of fleet operations, lowering the up-front cost and increasing availability through joint-procurements and bulk purchasing programs, increasing market availability for consumer adoption, and increasing access to affordable, alternative fuel vehicles for low income communities.
- Ongoing coordination of PCC energy efficiency teams to drive enhanced building energy efficiency, increase transparency of information on building energy uses, and harmonize product energy efficiency standards across the region with a focus on achieving the PNACLA commitment of at least 75% of eligible large building square footage on the Pacific Coast reporting energy data through harmonized state, provincial, and/or city programs.

- Ongoing coordination of the PCC communications team to coordinate messaging, identify communications opportunities, and develop specific communications strategies on topics described in the PCC Action Plan and PNACLA and to raise the profile of the West Coast.
- Support for implementation of coordinated and effective West Coast ocean acidification monitoring and research and the development of an international network of countries, states, provinces and cities that will work together to address the threat of changing ocean conditions
- Support for engagement with the insurance industry to reinforce efforts in the industry and regulatory system to highlight the economic risks of inaction on climate change.
- Support for PCC jurisdiction collaboration on a regional approach to monitoring and reporting emissions of short-lived climate pollutants, including methane, black carbon, ground-level ozone, and fluorinated gases.
- Support for other aspects of the 2016 PCC Action Plan and 2016 PNACLA—including, but not limited to, promoting the integration of the region’s electricity grid, increasing access to renewable energy resources, accelerating deployment of distributed and community-scale renewable energy, implementing the U.S. Clean Power Plan, supporting investments in infrastructure and clean energy projects, collaboration to improve forest health, and engagement with other states and provinces—as directed by Washington.

The consultant shall coordinate with the state of Washington and other jurisdictions, and with other organizations such as academic institutions as directed by Washington.

The consultant shall provide Washington with monthly progress and expenditure reports.

## **B. TASKS**

### **Task 1: Project management**

The Contractor shall manage the project for cost-effective implementation of the tasks below and communicate activities and progress through regular reporting.

### **Task 2: PCC jurisdiction leads collaboration**

The Contractor shall provide ongoing coordination of the PCC jurisdiction (state, province, and city) Leads to track progress on implementation of the 2016 Action Plan and 2016 Pacific North America Climate Leadership Agreement (PNACLA) and adjust implementation strategies as needed. This shall include:

- Providing support for monthly PCC state/province leads coordination calls and quarterly calls with the city representatives (or as otherwise directed by the PCC jurisdictions).
- Planning, facilitating, and documenting in-person PCC meetings with state/province and or city jurisdiction representatives and stakeholders. Meetings shall be scheduled as requested by the PCC jurisdictions.
- Providing ongoing support for Action Plan implementation, including strategies for key initiatives, partnership development, and collaboration with jurisdictions beyond the PCC.
- Providing ongoing support for PNACLA implementation, including documenting a workplan for near-term implementation of energy efficient buildings and food waste initiatives, and continued development and implementation of a funding strategy for longer-term PCC-cities collaboration.

### **Task 3: “West Coast Story” of climate action implementation and outcomes**

The Contractor shall support coordination among PCC state/province and city jurisdictions to share the “West Coast Story” as a model of the critical role of subnational governments, and coordinated, regional leadership, working in concert with national and international partners to address climate change. This shall include:

- Supporting development of a communications strategy and connection between the PCC state/province and city jurisdictions.
- Coordinating documentation and promoting success stories from the PCC jurisdictions.
- Organizing, preparing and supporting PCC sessions, participation and communications at national and international climate events, including COP22 and others.
- Maintaining a calendar of events and opportunities for PCC activities.
- Planning, facilitating, and documenting PCC-led events as needed.
- Helping plan and sustain collaborative initiatives with other sub-national governments (e.g., cities, states, provinces, and regions).

### **Task 4: Addressing socioeconomic inequities**

The Contractor will provide support for PCC jurisdiction collaboration to consider and address equity within implementation of other commitments in the 2016 Action Plan and

2016 PNACLA, particularly for those disproportionately affected by the impacts of climate change. This shall include:

- Planning and facilitating calls and meetings of PCC and West Coast cities' representatives to discuss best policy and technology solutions, and best practices for addressing socio-economic inequities
- Supporting collaborative initiatives that reduce barriers to access clean energy technologies

#### **Task 5: Regional market for low carbon transportation fuels**

The Contractor shall support regional collaboration to align different policies and programs across the PCC jurisdictions to create a robust regional market for low carbon transportation fuels, including support for implementation of Oregon's Clean Fuels Standard. This shall include:

- Planning and facilitating meetings of PCC jurisdiction technical staff and policymakers.
- Providing ongoing support for jurisdiction and analytical partner coordination in key areas of policy harmonization and regional market integration.
- Conducting stakeholder outreach.

#### **Task 6: Price on carbon**

The Contractor shall support regional collaboration on the design and implementation of carbon pricing policies in PCC state/province jurisdictions, including supporting opportunities for joint analysis, policy harmonization, and carbon pricing program linkage. This shall include:

- Scheduling and supporting jurisdiction coordination calls on carbon pricing policies.
- Providing ongoing support for jurisdiction and analytical partner coordination in key areas of policy harmonization.
- Conducting stakeholder outreach on carbon pricing policy development, including interaction with existing clean energy policies.

#### **Task 7: Zero Emission Vehicles**

The Contractor shall support the PCC in continuing to grow the West Coast Electric Fleets initiative and advance jurisdiction-specific vehicle and infrastructure programs,

lowering the average price of Zero Emission Vehicles (ZEVs) through joint procurement and bulk purchasing, increasing market availability and increasing access to alternative fuel vehicles. This shall include:

- Coordination of ZEV initiative working groups, and integration of West Coast city representatives into working groups.
- Coordination of recruitment of fleet partners, including planning and facilitation of outreach events (e.g., workshops, webinars, etc.).
- Support and coordination of maintenance of ZEV initiative resources, including website, toolkit, outreach resources, and measurement data.
- Coordination of PCC jurisdiction collaboration on joint public-private procurement and bulk vehicle purchasing, and other opportunities for transitioning vehicle fleets to ZEVs.
- Coordination of lesson-sharing and technical expertise between PCC state, province, and city jurisdictions on effective policy and program models to increase the availability of ZEVs on the market for consumer adoption and to increase access to affordable fuel vehicles for low-income communities.
- Coordination of efforts to create a comprehensive Pacific Coast charging network along major highway systems from southern California to British Columbia and accelerate the deployment of residential, workplace and public charging infrastructure in major population centers.

#### **Task 8: Energy efficiency**

The Contractor shall provide ongoing coordination of the PCC staff assigned to energy efficiency toward achieving the commitment in the PNACLA of at least 75% of eligible large building square footage on the Pacific Coast reporting energy data through harmonized state, provincial, and/or city programs. This includes:

- Support for the facilitation, planning, and documentation of regular calls, meetings, and workshops among the PCC jurisdictions and city representatives to collaborate on the design and implementation of approaches to large building energy benchmarking and disclosure.
- Collaboration with policy experts and others that can support the policy and program development activities of the jurisdictions and cities.

#### **Task 9: Communications**

The Contractor shall provide ongoing coordination of the PCC staff assigned to communications. This shall include providing support for regular calls to coordinate

messaging, identify communications opportunities, and develop specific communications strategies on topics described in the Action Plan.

#### **Task 10: Ocean acidification**

The Contractor shall support implementation of coordinated and effective West Coast ocean acidification monitoring and research, and the development of an international alliance of countries, states, provinces and cities who will work together to address the threat of ocean acidification. This shall include providing:

- Ongoing coordination and facilitation of the PCC Ocean Acidification Subcommittee;
- Support for a state-federal dialogue to strategically identify opportunities for addressing ocean acidification on the West Coast through investments and prioritization in research and monitoring;
- Support for the newly formed International Alliance to Combat Ocean Acidification, including engagement and collaboration with other national and sub-national governments; and,
- Coordination of regional communications to raise awareness of ocean acidification, such as joint letters from the PCC Governors/Premier.

#### **Task 11: Engagement with the insurance industry**

The Contractor shall support engagement with the insurance industry to reinforce efforts in the industry and regulatory system to highlight the economic risks of inaction on climate change, including disproportionate risks due to socioeconomic inequities. This shall include:

- Connecting with insurance commissioners from Washington and California who have expressed a readiness and interest in taking on climate risk, including follow up from the June 2016 Climate Risk and Insurance Industry Summit hosted by the Washington Insurance Commissioner.
- Coordinating the development of analyses on climate and economic risk in the region, as directed by the PCC jurisdictions.

#### **Task 12: Monitoring and Reporting Emissions of Short-Lived Climate Pollutants**

The Contractor shall assist jurisdictions with methodologies for monitoring, reporting, and/or quantifying state-level and consumption-based emissions of methane, black carbon, fluorinated gases, and tropospheric ozone. This shall include:

- Facilitating information sharing and technical assistance on key aspects of existing or proposed short-lived climate pollutant monitoring and reporting policies, programs and/or communications, including incorporating these emissions into annual reporting of greenhouse gases
- Providing support for identifying and implementing opportunities for regional alignment of short-lived climate pollutant monitoring, reporting, quantification, and/or communications efforts
- Providing support for identifying opportunities for future regional targets or commitments for reducing emissions of short-lived climate pollutants, consistent with the policies and plans of each jurisdiction

### **Task 13: Other activities**

The Contractor shall support other aspects of the Action Plan—including, but not limited to: promoting the integration of the region’s electricity grid; increasing access to renewable energy resources; accelerating deployment of distributed and community-scale renewable energy; implementing the U.S. Clean Power Plan; supporting investments in infrastructure and clean energy projects; collaborating to improve forest health; and engaging with other states and provinces—as directed by the PCC jurisdictions.

## Exhibit C

### Compensation and Budget

#### Pacific Coast Collaborative FY2017 Support: Tasks and Budget

Task	LOE (Hours)	Labor
Task 1: Project management	25	\$2,400
Task 2: PCC jurisdiction leads collaboration	257	\$45,500
Task 3: Telling the "West Coast Story"	129	\$25,000
Task 4: Addressing socioeconomic inequities	26	\$3,800
Task 5: Regional market for low carbon transportation fuels	144	\$15,000
Task 6: Price on carbon	21	\$3,500
Task 7: Zero Emission Vehicles	235	\$25,000
Task 8: Energy efficiency	186	\$20,000
Task 9: Communications	18	\$2,300
Task 10: Ocean acidification	113	\$21,500
Task 11: Engagement with the insurance industry	38	\$7,000
Task 12: Monitoring and reporting of Short-Lived Climate Pollutants	37	\$3,500
Task 13: Other activities	175	\$18,500
<b>Sub-Total</b>	<b>1404</b>	<b>\$193,000</b>
<b>Travel and Other Direct Costs</b>		<b>\$7,000</b>
<b>Total</b>	<b>1404</b>	<b>\$200,000</b>

**Name**                      **Hourly Rates**

**Ross Strategic**

Bill Ross	\$257
Tom Beierle	\$156
Jerry Boese	\$140
Jennifer Tice	\$140
Andy Chinn	\$83
Ryann Child	\$71
Jimmy Mahady	\$68
Web/Graphics	\$99
Fiscal	\$90
Clerical	\$79

**Cascadia Law Group**

Jay Manning	\$350
Jessie Turner	\$125

Exhibit D  
The Office of Financial Management  
**Style, Design and Graphics Guidelines for Contractors**

**Contractors are required to submit materials that adhere to the Office of Financial Management’s style guides and to the following standards.** Materials that deviate from the style guide will not be accepted. We use these guidelines to assure quality and consistency among the many reports we distribute and post online on behalf of the Governor’s Office and the Office of Financial Management. OFM’s style guides can be found at [ofm.wa.gov/reports/OFM\\_style\\_guide.pdf](http://ofm.wa.gov/reports/OFM_style_guide.pdf) and [ofm.wa.gov/reports/OFM\\_graphics\\_guide.pdf](http://ofm.wa.gov/reports/OFM_graphics_guide.pdf).

OFM uses **Microsoft** and **Adobe** computer products. All final documents must be submitted in those formats. All source files become the property of OFM and will be provided to OFM staff upon request.

#### **ADA compliant format**

Information posted on public websites is required to meet federal Americans with Disabilities Act standards (see <http://www.ada.gov> for more information) and must be submitted to OFM in an accessible (ADA-complaint) format. Image files (.jpg, .tiff, .png) are not accessible; neither are text or graphic files that are created by scanning.

#### **Design guidelines**

Please follow these instructions:

- Use standard Microsoft fonts. OFM’s preferred fonts are:
  - » Garamond font, 12 font size, for body of text.
  - » Arial narrow font, 10 font size, for tables and charts.
  - » Arial narrow font, 16 and 14 font size bold, for headings, titles and subtitles.
- Keep tables and graphs on one page — do not split among pages if they can be kept intact.
- The use of photos, drawings, illustrations and other images is discouraged. They create file bloat and are not accessible (see section on **ADA compliant format** for more information).
- Do not use bullets for single items.

#### **Graphic guidelines**

The goal of any communication is that the reader/viewer gets the intended message. This can be achieved by keeping three things in mind:

- Consider your readers and what they need or want to know;
- Choose the right type of chart for your data and message; and
- Reduce “chart junk” such as grid lines, background colors, shadowing, 3D, tick marks, borders, excess zeroes, several decimal places and unnecessary text to improve your message delivery.

Charts should be created in PowerPoint, Excel or Illustrator and imported into your Word document in an accessible format. Tables can either be created in Word or imported from Excel in an accessible format. Importing a screen shot is not acceptable as it is not accessible.

Pictures increase file sizes substantially so should be used sparingly and never for decoration.

### **Logo**

Your firm's logo can appear on the front cover, title page and/or back cover pages only. Logos will not be allowed on the inside pages or in headers and footers because they unnecessarily increase file size. As your materials will be posted on OFM's website, size is an important consideration.